

Bidder: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

TO BE EXECUTED IN TRIPLICATE

PROJECT INFORMATION, GENERAL CONDITIONS, AND EXECUTION DOCUMENTS

CONTRACT NO. 1487

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

MICHAEL REESE HOSPITAL CAMPUS  
TEMPORARY FENCING SERVICES  
2929 SOUTH ELLIS AVENUE  
PROJECT #04100

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Richard M. Daley  
Chairman

Erin Lavin Cabonargi  
Executive Director

Room 200  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)

Any Contract entered into as a result of this bid process is governed by:  
"Project Information, General Conditions, and Execution Documents, Drawings and Addendas".

JUNE 2009

Bidders can download this bid solicitation from the Commission's website [www.pbcchicago.com](http://www.pbcchicago.com) or obtain the hard copy paper bid solicitation from the Commission's office located at 50 West Washington Street, Room 200, Chicago, IL 60602. If a Bidder chooses to download and print the bid solicitation document, the bidder must contact the Commission's Procurement Department by either: faxing a legible copy of bidders business card, referencing the Contract number to (312) 744-3572 or by emailing the Senior Contract Officer, Janice Meeks at [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org), to register bidder's company as a bid document holder, which will entitle bidder to receive any future clarifications and/or addendum related to this bid specification.

## DOCUMENT SUBMITTAL CHECKLIST

This checklist is intended to assist bidder but may not represent all required documents. Missing forms may invalidate the bid. Bidder must submit the entire bid document. In addition, please ensure that bidder has completed all forms and indicate such by placing an "X" next to each completed item:

Each bidder must fully complete, sign, notarize and submit as part of your Bid the following documents incorporated herein:

- \_\_\_ 1. Schedule B-2: Affidavit of MBE/WBE Target Market Joint Venture (if applicable)
- \_\_\_ 2. Schedule C-2: Letter of Intent from Sub-contractor, Supplier and/or Consultant To Perform.
- \_\_\_ 3. Schedule D-2: Affidavit of Target Market Sub-Contractors Non-Construction Services/General Equipment and Supplies
- \_\_\_ 4. Bid And Execution Documents (Bidder's Bid, Bid Form, Acceptance of Bid and Corporate Resolution)
- \_\_\_ 5. Insurance Certificate of Coverage
- \_\_\_ 7. Bidder's Financial Statement
- \_\_\_ 8. Bid Deposit
- \_\_\_ 9. Disclosure Affidavit
- \_\_\_ 10. Disclosure of Retained Parties
- \_\_\_ 11. Bidder's Qualifications
- \_\_\_ 12. Non-Collusion Affidavit

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## SECTION 1 – GENERAL INFORMATION

### 1.1 INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago (hereafter, the PBC, or Commission) on behalf of the City of Chicago and Chicago 2016. The purpose of the project is to install a temporary fence around the site of the former Michael Reese Hospital, and to provide silt fencing on portions of the site.

### 1.2 INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is to describe the Work that the Bidder will undertake to fulfill the requirements of the Contract. The Bidder must perform all Work as provided in the Contract Documents and such collateral, and incidental Work as required and necessary to complete the Work in accordance with the Contract Documents.

Except as otherwise expressly stated in the Contract Documents, the Bidder's bid price(s) includes, and the Bidder must provide and furnish, all items necessary and incidental to the Work and the Project, including, but not limited to, all materials, parts, labor, supervision, coordination, administration, equipment, tools, temporary power, and incidentals required to complete the Work, whether or not particularly shown, described, or specified in the Contract Documents. The Bidder Price includes all costs relating to, or associated with, the foregoing including, but not limited to, all direct costs, indirect costs, overhead, and profit.

### 1.3 GENERAL INFORMATION

1. Bids will only be received from Certified Minority Business Enterprise(s) (MBE) and Women Business Enterprise(s) (WBE) With Appropriate Specialty Area Designation by the PBC for the following Project:

**MICHAEL REESE HOSPITAL CAMPUS  
TEMPORARY FENCING SERVICES  
2929 SOUTH ELLIS AVENUE  
PROJECT #04100**

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications, the Work consists of the installation of temporary chain link fencing.

It is the intent of this bid to select a fencing contractor to furnish and install chain link fence around the perimeter of an established group of buildings at the former Michael Reese Hospital campus. This completed chain link fence shall include a silt fence and a windscreen fabric attached to the outside surface of the chain link fence to obscure the view of the demolition site from the street.

This work is critical to the establishment of a work area on this campus. The successful contractor must be prepared to begin work immediately upon receipt of an issuance of a "Notice to Proceed" from the PBC.

The quantity of fencing has been established by the PBC. The entire quantity will not be installed at one time. The unit rate must include all costs including mobilization. The unit rate will be paid based upon the actual length of fencing installed. The removal of this fence is by others.

In addition, a unit price is being requested to establish hourly rate for emergency repairs within 24 hours of the contractor being notified.

- b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. User Agency: City of Chicago
4. Project is located in Ward: 4th

5. For purposes of the project community hiring requirements "Residents of the project community" shall mean persons domiciled within the Community Areas as designated on Exhibit A, "Community Area Map".
6. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Senior Contract Officer by (email) [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or (fax) 312-744-3572
7. Documents Available online at: [www.pbcchicago.com](http://www.pbcchicago.com)
8. Bid Opening Date and Time: Tuesday, July 7, 2009 at 2:00PM
9. Amount of Bid Deposit: 5% amount of bid

#### 1.4 TIME OF COMPLETION

The Work must be completed no later than (30) Days after the Notice to Proceed. Work to begin immediately after issuance of Notice to Proceed.

#### 1.5 MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-bid Conference will be held to answer questions. Attendance is mandatory. Failure to attend will result in the rejection of your bid.

The Mandatory Pre-Bid Conference will be held on Tuesday, June 23, 2009, at 11:30 a.m in room CL115, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602

#### 1.6 VISITING WORK SITE(S)

The Bidder will visit the site of the proposed work and become thoroughly familiarized with the location and conditions which will be encountered and which will affect the proposed work. No allowance will be granted because of lack of knowledge of such conditions.

#### 1.7 DOWNLOADABLE DOCUMENTS

Bidders can download a bid solicitation from the Commission's website or obtain the hard copy paper bid solicitation from the Commission's office located at 50 West Washington Street, Room 200, Chicago, IL 60602. The following URL address can be used to download the specification: <http://www.pbcchicago.com>

All bidders are responsible for obtaining all bid materials. If a bidder chooses to download and print the bid solicitation document, the bidder must contact the Commission's Procurement Department by either: faxing a legible copy of bidders business card, referencing the Contract number to (312) 744-3572 or by emailing the Senior Contract Officer, Janice Meeks at [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org), to register bidder's company as a bid document holder, which will entitle bidder to receive any future clarifications and/or addendum related to this bid specification

A bidder who chooses to download a solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve bidder from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your bid.

Note: Multiple clarifications and/or addenda may be issued. The bidder is responsible for obtaining all such clarifications and/or addenda.

Any harm to the bidder resulting from such failure to obtain all necessary documents will not be grounds for a protest against award(s) made under this bid solicitation.

## 1.8 DEFINITIONS

Wherever in the Contract Documents, the following terms, or pronouns in place of them, or abbreviations, are used; the interpretation and meaning will be interpreted as follows:

"Attachments/Exhibits"	means all documents attached hereto and/or incorporated by reference herein;
"Bid"	All references to "bid" mean the bid document submitted by a bidder in response to this solicitation.
"Bidder"	means the partnership, firm, corporation, joint venture or entity entering into the Contract with the Commission to perform the Work required by the Contract Documents.
"Bid Pages"	as used herein refers to the Bidder prepared document quoting a firm fixed price or unit price for performance of the Work, including all Bidders schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents.
"Commission"	means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
"Commission Representative"	means the person assigned, in writing, by the Executive Director to be the Commission's Representative for the project.
"Contract"	means this Contract for Temporary Chain Link Fencing and Installation Services, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof.
"Completion Date"	is the date on which the Bidder must achieve Substantial Completion. The Contract Completion Date will be determined based on the time for completion of the Work stated herein, adjusted by any Change Orders that extend or reduce the time for completion of the Work.
"Contract Documents"	consists of General Conditions, Special Conditions, Technical Specifications, Bid Form, all signature documents, any addenda and any reference standards all as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof.
"Contract Modification"	means a written amendment to this Contract, executed by both parties, which changes any of the terms or conditions of this Contract.
"Contract Price"	means full amount of compensation to be paid for the Work to be performed by the Bidder as adjusted from time to time by the Change Order.
"Day" or "Days"	means calendar day(s) unless otherwise specified.
"Environmental Law(s)"	means all applicable Federal, State, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters.
"Executive Director"	means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.

"Final Completion and Acceptance of Work"	means the last date on which all of the following events have occurred: the Commission has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Contract Documents, and any and all final inspections have been completed.
"Holidays" (if applicable)	means the following days in accordance with the holiday calendar of the City of Chicago; New Years Day, Dr. Martin Luther King Jr.'s Birthday, Washington's Birthday, Lincoln's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
"Local Government" or "City"	means the City of Chicago, Illinois.
"Notice to Proceed"	refers to the written notice issued by the Executive Director and directed to the Bidder, which states the date for the Bidder to begin performance of the Work.
"Project"	means the installation of temporary fencing in accordance with this Contract.
"Project Safety Manager"	means the person assigned, in writing, by the Executive Director to be the Commission's Safety Manager for all Commission projects.
"Reporting Formats"	means the appearance in which a report is submitted by the Bidder to the Commission.
"Residents of the Project Community"	means persons domiciled within the project area as designated by the Community as stated herein.
"Subcontractor"	means any person or entity with whom the Bidder contracts to provide any part of the Services in conjunction with this Contract, including Subcontractors of any tier, suppliers and material men, whether or not in privity with the Bidder.
"Supervisor"	refers to Bidder's management level personnel who will work as liaison between the City and the Bidder and be available to respond to any problems that may arise at a work site.
"Target Market Program"	means a competitive bid process restricted to certified MBE and WBE firms.
"Technical Specifications"	means the detailed requirements for the Work furnished by the Commission and set forth in the Contract Documents.
"User" or "User Agency"	means the entity for which or on whose behalf the Commission has undertaken to cause the Work to be performed.
"Work"	means the obligations of the Bidder under the Contract Documents. Work includes, unless specifically excepted by the Contract Documents, the furnishing of all materials, labor, equipment, supplies, tools, scaffolding, transportation, superintendence, permits, inspections, insurance, taxes, and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract Documents.
"Work Site(s)"	refers to the location where the work is to be performed by the Bidder.



## 1.9 ADDITIONAL TERMS

Wherever the imperative form of address is used, such as "perform the excavating", "provide equipment required", "remove obstructions encountered", it is understood and agreed that such imperative is directed to the Bidder.

"Provide" as used in these specifications means furnish and install.

Unless a contrary meaning is specifically noted elsewhere, words "as required," "as directed", "as permitted", and similar words mean that requirements, directions of, and permission of the Commission are intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import, mean "approved by", "acceptable to", or "satisfactory to" the Commission. Words "necessary", "proper", or words of like import as used with respect to extent, conduct, or character of Work specified shall mean that Work must be conducted in a manner, or be of character which is "necessary" or "proper" in the opinion of the Commission.

## 1.10 INTERPRETATION OF CONTRACT DOCUMENTS

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Senior Contract Officer, email; [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or by fax 312-744-3572. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

All requests for clarifications and/or questions must be received on or before July 1, 2009. Any requests for clarifications or questions received after this date may not be answered.

END OF SECTION 1

## SECTION 2 - INSTRUCTIONS FOR BIDDERS

### 2.1 CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

Each bidder must fully complete, sign, notarize and submit as part of your Proposal the following documents incorporated herein:

- \_\_\_1. Schedule B-2: Affidavit of MBE/WBE Target Market Joint Venture (if applicable)
- \_\_\_2. Schedule C-2: Letter of Intent from Sub-contractor, Supplier and/or Consultant To Perform.
- \_\_\_3. Schedule D-2: Affidavit of Target Market Sub-Contractors Non-Construction Services/General Equipment and Supplies
- \_\_\_4. Bid And Execution Documents (Bidder's Bid, Bid Form, Acceptance of Bid and Corporate Resolution)
- \_\_\_5. Insurance Certificate of Coverage
- \_\_\_7. Bidder's Financial Statement
- \_\_\_8. Bid Deposit
- \_\_\_9. Disclosure Affidavit
- \_\_\_10. Disclosure of Retained Parties
- \_\_\_11. Bidder's Qualifications
- \_\_\_12. Non-Collusion Affidavit

NOTE: IN SECTION 3.1 "BIDDER'S BID" EACH BIDDER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT DOCUMENTS AND ANY ADDENDA.

### 2.2 EXAMINATION BY BIDDER

The bidder must, before submitting its bid, carefully examine the bid, specifications, Contract Documents and insurance requirements. The bidder must inspect in detail the Work-Site and familiarize itself with all the local conditions affecting the Contract and the detailed specifications. If its bid is accepted, the bidder will be responsible for all errors in its Bid resulting from failure or neglect to comply with these instructions. The Commission will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

### 2.3 PREPARATION OF BID

The bidder must prepare its Bid on the attached Bid form. Unless otherwise stated, all blank spaces on the Bid Form, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, in words.

If bidder is a corporation, the President and Secretary must execute the bid and the Corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of corporate by-laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If 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 Commission must be submitted.

If bidder is a sole proprietorship, the sole proprietor 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 805 ILCS 405 (1992).

## 2.4 SUBMISSION OF BIDS

Three (3) copies of all bid documents with original signatures shall be enclosed in three (3) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.

Bids received prior to the advertised hour of opening will be time and date stamped and securely kept by the Commission.

Written modifications of bids will be considered only if received prior to the time stated for receipt of bids. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "MODIFICATIONS TO SEALED BID" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to schedule public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

## 2.5 TARGET MARKET MBE AND WBE COMMITMENTS

Each Bidder must be certified as an MBE or WBE by a Commission-approved certifying agency and shall submit with its Bid a current letter of certification, a completed Schedule B-2: Affidavit of MBE/WBE Target Market Joint Venture (if applicable), Schedule C-2: Target Market/Letter of Intent from Subcontractor, Supplier and/or Consultant to Perform, Schedule D-2: Affidavit of Target Market Sub-Contractors Non-Construction Services/General Equipment and Supplies of Section 8.0

The apparent low bidder must provide a completed Schedule C1- Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including for each MBE and WBE Bidder included in its bid within 5 Days of the date set for bid opening.

## 2.6 WITHDRAWAL OF BIDS

Any Bidder may withdraw its bid by letter, facsimile, e-mail request, or by personally securing, with proper identification, the submitted bid at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

## 2.7 COMPETENCY OF BIDDER

Notwithstanding any prior determination that a bidder is qualified to submit a bid in response to this invitation for bids, the Commission reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission.

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

## 2.8 CONSIDERATION OF BIDS

The Commission Representative shall represent and act for the Commission in all matters pertaining to this Bid and contract in conjunction therewith. The Executive Director reserves the right to reject any or all Bids and to disregard any informality in the bids and bidding, when in his or here opinion the best interests of the Commission will be served by such action. The Bid is contained in these contract documents and MUST NOT BE DETACHED HEREFROM by any bidder when submitting a Bid. Incomplete Bids are subject to rejection.

## 2.9 AWARD OF CONTRACT; REJECTION OF BIDS

1. A Contract will be awarded based on the lowest total bid price proposed by a responsive and responsible bidder meeting the terms and conditions of the specification.

Bidders must quote all items shown on the Bid Form. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected.

The Bidders bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of (product/services), delivery/transportation charges, insurance, taxes, warranty, overhead, and profit, required by the specification.

The Commission reserves the right to award a contract or reject any or all bids when, in his opinion, the best interest of the Commission will be served thereby.

2. The Bidder agrees that its bid shall be in effect until midnight, Friday, August 21, 2009 and that the bid may not be withdrawn until that time.
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

## 2.10 BID DEPOSIT

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in herein to ensure:
  - a. Non-withdrawal of the bid after date and time of opening.
  - b. The furnishing of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

## 2.11 RETURN OF BID DEPOSIT (IF APPLICABLE)

The bid deposit of all except the three (3) lowest bidders on each contract will be returned shortly after the bid opening. The Commission reserves the right to hold all bid deposits, if the intent is to award multiple contracts for a requirement and/or if the three (3) lowest responsible bidders cannot be readily determined based on price until all Bids have been evaluated.

The remaining bid deposits on each contract will be returned with the exception of the accepted bidder, after the Executive Director 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.

## 2.12 AFFIDAVIT OF NON-COLLUSION

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

## 2.13 DISCLOSURE OF RETAINED PARTIES

Each Bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document. Such disclosure shall be attached to the bid.

## 2.14 DISCLOSURE OF OWNERSHIP

Pursuant to Resolution No. 5371 of the Board of Commissioners of the PBC, all submission shall provide the following information with their submission. Any person, business entity or agency submitting a bid to or contracting with the Commission will be required to complete the Disclosure of Affidavit. Failure to provide complete or accurate disclosure will render this Contract voidable.

## 2.15 STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall have on file in the office of the Commission at the time of bid opening a fully executed Statement of Bidder's Qualifications or a Qualification Submittal in response to a Request for Qualifications (RFQ). The Commission reserves the right to request additional information regarding the capability of the Bidder to perform the Contract.

## 2.16 BIDDER'S FINANCIAL STATEMENT

Each Bidder shall have on file in the office of the Commission at the time of bid opening a financial statement dated not earlier than the end of said Bidder's last fiscal year period. This will be kept on file by the Commission as a representative statement for a period of one year only. If a Bidder does not have such statement on file, it must submit a copy with its bid. Failure to have a current financial statement on file at the Commission at time of bid opening may be cause for the rejection of the Contractor's Bid.

## 2.17 BIDDER CERTIFICATION

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

END OF SECTION 2

## SECTION 3 - BID AND EXECUTION DOCUMENTS

### 3.1 BIDDER'S BID

The Bidder hereby acknowledges receipt of the Contract Documents for Contract No. \_\_\_\_\_, including, but not limited to, a) Project Information, Instructions to Bidders, Execution Documents and General Conditions and b). Addenda Nos. (None unless indicated here) \_\_\_\_\_.

Further, the Bidder, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the TYPE OF WORK for PROJECT located at the Site designated as required by and in strict accordance with the Contract Documents for the Base Contract Price listed on the next page.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Bidder agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part I "Time of Completion."

The Base Contract Price listed below, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Bidder for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract.

Payment for the Work will be made in the manner set forth herein.

The Bidder warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Commission the right to terminate the Contract, or, at its discretion, to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to any commission payable by the Bidder upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business.

The Bidder, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance required by the Contract Documents.

3.2 BID FORM

Line Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Cost	Extended Cost
1	8' High Chain Link Fencing Furnish and Install	Linear Feet	6,000	\$ _____	\$ _____
2	30' wide by 8' high Chain Link Sliding Gate Furnish and Install	Each	6	\$ _____	\$ _____
3	8' high Chain Link Windscreen	Linear Feet	6,000	\$ _____	\$ _____
4	36" high Silt Fencing	Linear Feet	6,000	\$ _____	\$ _____

<b>TOTAL EXTENDED BID PRICE</b> \$ _____
--

3.2.1 UNIT PRICES

FOR REPAIRS OR MODIFICATIONS TO CHAIN LINK FENCE, PROVIDE HOURLY RATE FOR:

HOURLY CREW AND EQUIPMENT RATE INCLUDING ALL MOBILIZATION COSTS, OVERHEAD AND PROFIT TO MAKE REPAIRS WITHIN 24 HOURS OF NOTIFICATION:

\$ \_\_\_\_\_/HR

<p><b>SURETY:</b> Please specify full legal name and address of Surety:</p> <p>_____</p> <p>_____</p> <p>_____</p>
--

3.3 ACCEPTANCE OF BID

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

PUBLIC BUILDING COMMISSION OF CHICAGO

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

CONTRACTING PARTY  
(Print or type names underneath all signatures)

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Address

If a Corporation:

By \_\_\_\_\_

\_\_\_\_\_  
President  
Title of Signatory

ATTEST:  
By \_\_\_\_\_

\_\_\_\_\_  
Secretary  
Title

CORPORATE SEAL

If a Partnership:

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

If a Sole Proprietorship:

\_\_\_\_\_  
Signature

NOTARY PUBLIC

County of \_\_\_\_\_ State of \_\_\_\_\_  
Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature  
Commission Expires: \_\_\_\_\_

(SEAL)



3.4 CORPORATE RESOLUTION

I, the undersigned, DO HEREBY CERTIFY that the following is a complete, true and correct copy of certain preambles and resolutions of the board of directors of

\_\_\_\_\_

a corporation duly organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Illinois, which resolutions were duly adopted at a duly called meeting of said board held on \_\_\_\_\_, 20\_\_\_\_, a quorum being present, and are set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of said corporation; and that the said resolutions have not been rescinded or modified:

WHEREAS, this corporation submitted a bid, dated \_\_\_\_\_, 20\_\_\_\_ to the Public Building Commission of Chicago, for Contract No. \_\_\_\_\_ of said Commission;

NOW, THEREFORE, BE IT RESOLVED: That the president or vice president and the secretary or assistant secretary of this corporation be, and they are hereby, authorized and directed to execute contracts for and on behalf of and under the name and seal of this corporation; and

BE IT FURTHER RESOLVED: That the aforesaid officers of this corporation be, and they are hereby, authorized and directed to execute and deliver to the Commission, for and on behalf of this corporation, such other and all documents as may be necessary or pertinent to a contract, and to do and perform any and all other acts relative thereto.

I FURTHER CERTIFY that the following-named persons are the officers of this corporation duly qualified and now acting as such:

- President: \_\_\_\_\_
- Vice President: \_\_\_\_\_
- Secretary: \_\_\_\_\_
- Treasurer: \_\_\_\_\_
- Assistant Secretary: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

## SECTION 4 –TEMPORARY CHAIN LINK FENCING DETAILED SPECIFICATIONS

### 4.1 GENERAL

This specification covers all materials and installation criteria necessary to furnish and install a complete chain link fence system on this project. An 8-0 high fence with posts installed in a closed city street or in soils must support a silt fence and windscreen material. All materials, including chain link fabric, framework, gates, fittings, silt fence and windscreen material are defined in this section. The removal of the fencing is by others.

### 4.2 PRODUCTS

Post and rails shall be roll formed, open seam self-draining shapes, zinc or galvanized standard weight pipe. All fittings shall be pressed steel or malleable iron and shall be hot dip galvanized conforming to ASTM-A153. Tie wires shall be minimum 9 gauge aluminum or 11 gauge galvanized steel. Line and terminal posts to be of sufficient length to allow for approximately 30" of post to be mechanically driven into the grade. Maximum spacing of line posts to be 10-0" unless noted on drawing. Fence to follow ground line unless otherwise provided for in this specification.

#### 1. FABRIC

Chain link fabric shall be either aluminum coated conforming to ASTM-A491 or zinc coated conforming to ASTM-A392 Class 2. Fabric shall be woven from 11 gauge (coated size) wire in 2 inch mesh. Fabric 96 inches high and over shall be knuckled at one selvage and twisted and barbed at the other selvage.

#### 2. LINE POSTS

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

#### 3. TOP AND BRACE RAIL

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

#### 4. TERMINAL POSTS

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

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

#### 5. GATES

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

Primary and secondary construction entrances shall be a minimum of 30' wide sliding gates, seated on rollers or other mechanism. Frames shall securely hold and tension man gates, if supplied, which shall be restrained to open inward only. Gates to be equipped with galvanized steel hangers or hinges, brackets, and latches. A spare set of keys to all locks shall be supplied to City police and fire departments and the Commissioner for emergency.

#### 6. CLEARING AND EXCAVATION

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

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

## 7. INSTALLING POSTS AND RAILS

Spacing: Space posts equidistant measured on a horizontal line. Spacing of posts shall not exceed 10 feet.

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

Setting: Plumb posts and set them mechanically into grade a minimum of 30" deep.

### A. TOP RAIL

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

## 4.3 INSTALLING FABRIC

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

## 4.4 INSTALLING GATES

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

## 4.5 FENCE MAINTENANCE

Bidder shall maintain the specified fence on the contract limit line. In the event of damage to the fence, Bidder shall repair it immediately (within 24 hours from the call to repair) and maintain site security at all times at specified crew hourly rate.

## 4.6 SILT FENCE

This work shall consist of furnishing, installing, and maintaining a geo-textile barrier-fence designed to remove suspended particles from the water passing through it. The quantities of silt fence shown on the plans may be increased or decreased at the direction of the Engineer based on weather, construction procedures, and actual site conditions that occur during construction of the project.

### 1. Silt Fence

Filter fabric shall be composed of fibers consisting of long chain synthetic polymers composed of at least 85% by weight of polyolefin's, polyesters, or polyamides. The fibers shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other. The fabric shall be 36" wide.

<u>PROPERTY*</u>	<u>TEST METHOD</u>	<u>REQUIRED VALUE</u>
Tensile Strength	ASTM D 4632	400 Newton's (90lb)
Elongation	ASTM D 4632	< 50% - fabric self supporting ≥ 50% - fabric requires woven wiring backing
Apparent Opening Size (AOS) **	ASTM D 4751	0.84 millimeter (U.S. Sieve #20)

Ultraviolet Stability (retained strength after 500 hr's. of ultraviolet exposure)	ASTM D 4355	70%
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\*Unless otherwise indicated, numerical values represent the minimum average roll value.

\*\* The required numerical value for the AOS is the maximum allowable in SI Units and the minimum allowable in U.S. Standard Sieve Numbers.

2. Installation

The silt fence fabric shall be attached to the chain link fence. The 36" wide fabric shall be 24" high on the vertical face of the chain link fence and extend into the ground 4". The fabric shall extend 12" horizontally 4" below the surface of the ground.

It shall be attached to the chain link fence every 36" horizontally along the vertical fence fabric at the top of the fabric and at the bottom before the fabric goes underground.

4.7 WINDSCREEN SCREEN

1. Description

This work shall consist of furnishing, installing, and maintaining a polyethylene open mesh attached to the chain link fencing that is designed to limit visibility to the construction site from the public. The quantities of windscreen shown on the plans may be increased or decreased at the direction of the Engineer based on weather, construction procedures, and actual site conditions that occur during demolition of the project.

2. Fabric

The fabric shall be composed of fibers made 100% polyethylene / open mesh. Opacity shall be 85%. Weight shall be approximately 5.1 oz. / sq. yd. Tensile strength shall be 300 x 205. The color shall be Dark Green. The fiber shall be formed into a network such that the filaments retain dimensional stability relative to each other. Fabrication shall be three ply, reinforced hems on all sides with #2 brass grommets on 2-0 intervals. The fabric shall be 8-0" wide. The Opaque fabric meshing affixed to fence as required by Chicago Municipal Code Section 13-32-125.

3. Installation

The windscreen fabric shall be attached to the chain link fence at each grommet and be installed on the side of the fence that faces to neighborhood. The work shall be done in a neat and workmanship manner with no gaps at joint lines.

END OF SECTION 4

## SECTION 5 - BIDDER'S INSURANCE REQUIREMENTS

- 5.1 Each Bidder shall furnish proof of its ability to provide the insurance required by the Contract with its bid. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
- 5.2 The insurance requirements for this project are attached as outlined in Section 3.12 Bidder's Insurance: The Bidder must provide and maintain at Bidder's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Bidder returns to perform additional work regarding warranties or for any other purpose.

Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission evidence of the required insurance coverage.

- 5.3 The failure of the successful Bidder to supply the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

### 5.4 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 a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage will include a Wavier of Kotecki endorsement specifically insuring the Contractor's obligations pursuant to its wavier of its Kotecki rights.

#### 2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, collapse, underground, separation of insureds, defense, and contractual liability. The Public Building Commission, Chicago 2016 and the City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

#### 3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, Chicago 2016 and the City of Chicago must be named as additional insureds on a primary, non-contributory basis.

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

4) Property

The Contractor is responsible for all loss or damage to Public Building Commission, Chicago 2016 and City of Chicago property at full replacement cost. The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Contractor. The contractor will be responsible for fencing during installation and repair.

5). Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Architect must provide or cause to be provided, with respect to the operations that Architect or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity 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.

5.6 ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, 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 any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission 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 Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Nonfulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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

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

The Contractor waives and agrees to cause all its insurers to waive to their rights of subrogation against the Public Building Commission, Chicago 2016 and City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

The insurance 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 Public Building Commission, Chicago 2016 and City of Chicago, will 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 insurance 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 Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

END OF SECTION 5

## SECTION 6 – TERMS AND CONDITIONS

### 6.1 MAXIMIZING PARTICIPATION BY VETERANS, PERSONS WITH DISABILITIES, CHICAGO RESIDENTS AND COMMUNITY RESIDENTS

The Commission is committed to maximizing the participation of minorities, women, veterans, persons with disabilities, Chicago residents and residents of the Project community in this Project. In order to accomplish its goals, the Commission has established the following employment initiatives on this project:

#### 6.1.1 Minorities

Minorities are those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic/Latino Americans, Native Americans, Asian-Pacific Americans, Asian-Indian American or women regardless of ethnicity

#### 6.1.2 Veterans

The Bidder must comply with the Veteran's Preference Act (330 ILCS 55/0.01 et seq.) to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State of Illinois and its political subdivisions.

The PBC acknowledges the Federal government's definition as published in 38 CFR Part 74 which reads as follows:

Veteran *is* a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps or Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to Federal active duty or disabled from a disease or injury incurred or aggravated in the line of duty or while in training status also qualify as a veteran.

#### 6.1.3 Persons with disabilities

The Bidder is encouraged to employ persons with disabilities on this project. The PBC acknowledges the State of Illinois' definition as published in Public Act 87-701 which reads as follows:

Person With A Disability shall mean a person who is a citizen or lawful permanent resident of the United States and who has a medically diagnosed, severe, physical or mental disability that results from amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental retardation, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders (including stroke and epilepsy), paraplegia, quadriplegia and other spinal cord conditions, sickle cell, anemia, specific learning disabilities, or end stage renal failure disease; and substantially limits at least one of the major life activities such as mobility, communication, self-care, self-direction, interpersonal skills, and work tolerance or work skills in terms of employability; or any other disability or combination of disabilities, which is determined by an evaluation of rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities, listed above.

#### 6.1.4 City of Chicago residents

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

#### 6.1.5 Community Area Hiring

In order to encourage maximum employment of interested and available residents of the project community on this project, the Public Building Commission of Chicago has established a 15% community area hiring goal on this Project.

Ten percent (10%) of the 15% community hiring goal on this Project are to be new hires.

"Residents of the project community" shall mean persons domiciled within the project area as shown on Exhibit A "Community Area Map"



“New hires” shall mean residents of the project community who have been employed by the Bidder for the first time as a permanent, full-time employee of the firm.

## 6.2 REPORTING THE PARTICIPATION OF VETERANS, PERSONS WITH DISABILITIES, CHICAGO RESIDENTS AND COMMUNITY RESIDENTS ON THE PROJECT

### 6.2.1 CERTIFIED PAYROLL

Three copies of certified payrolls for the payment period are to be submitted by the Bidder and all Subcontractors working on the Site to the Commission every week. The Commission may elect to utilize a Web-based method for electronic submittal of certified payrolls. In the event that the Commission elects to utilize electronic submittal, Bidder shall follow the directions provided by the Commission as a supplement to Subsection 3.6 of Section 01300, “Submittals,” of Book 2A, Standard Terms and Conditions Procedures Manual, and submit its certified payrolls electronically, as a replacement for the three hard copy submittals. All payrolls must be identified with Bidder or Subcontractor’s name and Contract name and number, and must be sequentially numbered. The payroll will be submitted by the Bidder and Subcontractor until all Work by that Bidder or Subcontractor is completed. If there are periods of no Work by Bidder or a Subcontractor, a payroll labeled “NO WORK” will be submitted. The final payroll will be labeled “FINAL.” Certified payrolls are required to assure EEO compliance as well as wage compliance. Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the Commission. An employee’s address should appear every time his/her name appears on the payroll. The Bidder 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 Commission. The EEO report form required by the Commission and the U.S. Department of Labor must be submitted by Bidder and each Subcontractor, reflecting fully the periods of Work covered by the partial payment request.

### 6.2.2 EMPLOYMENT WORKFORCE

In accordance with this initiative, the successful Bidder must submit the Weekly Certified Payroll Record Form and the Recapitulation of Minority, Female, Veteran and Person’s with Disabilities, City of Chicago residents and Community Area Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

## 6.3 AMERICAN WITH DISABILITIES ACT

Any and all services, equipment and/or any work performed must comply with all Federal, State And Local Laws And Regulations regarding accessibility standards for disabled or environmentally limited person including, but not limited to the following: Americans with Disabilities Act, p.l. 101-336 (1990) and uniform federal accessibility guidelines for buildings and facilities (“adaag”) and, the Illinois Environmental Barrier Act, 410 ilcs 25/1 et. Seq. (1991), and the regulations promulgated thereto at 71 IL. Adm. Code Ch. 1, Sec. 40.10. In the event that the above-cited standards are inconsistent, the Bidder will comply with the standard providing greater accessibility or any subsequent updates.

## 6.4 NON-DISCRIMINATION

### 6.4.1. Federal Requirements

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

tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

Bidder must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

#### 6.4.2. State Requirements

Bidder must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1992), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code 750 Appendix A. Furthermore, the Bidder must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1992), as amended; and all other applicable state laws, rules, regulations and executive orders.

#### 6.4.3. City Requirements

Bidder must comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended; and all other applicable municipal code provisions, rules, regulations and executive orders. Further, Bidder must furnish or shall cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

### 6.5 INDEMNITY

6.5.1. The Bidder covenants to and must indemnify, defend and hold harmless the following indemnitees: the Commission, the User Agency, the Bidder and its subcontractors, the Commission Representative and any additional persons named herein, their respective Executive Directors, board members, officers, employees and representatives, individually and collectively, ("Indemnitees") from all claims, demands, actions and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the Work under this Contract. This indemnity includes any and all expenses incurred in connection with the investigation of any claim or the defense of any lawsuit brought by any third party, including all court costs and actual attorneys' fees incurred by the Indemnitees herein. This indemnification is not limited by any amount of insurance required under this Contract. Further, the indemnity contained in this section will survive the expiration or termination of this Contract. If any injury (including death), loss or damage (or claim or claims therefore) occurs or is alleged to have occurred, the Bidder must give immediate notice thereof to the Commission Representative.

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

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

6.5.3. The Bidder will promptly provide, or cause to be provided, to the Executive Director and Commission Representative, copies of such notices as Bidder may receive of any claims, actions, or suits as may be given or filed in connection with the Bidder's performance or the performance of any Subcontractor and for which the Indemnified parties are entitled to indemnification hereunder and to give the Indemnitees authority, information, and assistance for the defense of any claim or action.

### 6.6 PREVAILING WAGE RATES

To the extent required by law, the Bidder will comply, and will cause all of its Subcontractors to comply and insert appropriate provision in their Contracts, with 820 ILCS 130/01 et seq. (the "Illinois Prevailing Wage Act"), regarding the payment of the general prevailing rate of hourly wage for all workers employed by or behalf of the Bidder and all Subcontractors in connection

with any services. To the extent applicable, the Bidder will ensure that it and its Subcontractors comply with the provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec 874, and related regulations. The Bidder must comply with the Illinois Prevailing Wage Act regulating wages workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under Contract for public works.

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

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

If the Department of Labor revises the general prevailing hourly rate to be paid by the public body, the revised rate must apply to such Contract. The term general prevailing hourly rate, when used in this Act means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employee engaged in work of a similar character on public works.

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

As a condition of making payment to the Bidder, the Commission may require the Bidder to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to workmen employed on this Contract in accordance with Illinois law.

## 6.7 TAXES

The Bidder will pay for all federal, state, and local taxes on all materials, labor, or services furnished, and all taxes arising out of the operations under this Contract. Such taxes include, by way of illustration and not in limitation thereof, Retailers' Occupational, Old Age Benefit, Unemployment, customs, duties, and all deductions for income taxes now in force or hereafter enacted prior to Final Completion and Acceptance of the Work. This requirement excludes taxes and assessments on real property comprising the Site and Illinois, County and Municipal Retailers' Occupation and Service Occupation Taxes and Illinois Use, Sales and Service Use Taxes on building materials and fixtures to be incorporated into the Work but does include such taxes on building materials and equipment consumed or used in performing the construction, but not incorporated in it.

The Public Building Commission of Chicago, a municipal corporation and political subdivision of the State of Illinois, is exempt from federal Excise Taxes. The State of Illinois Tax Exemption Identification Number is E9978-1506-05.

## 6.8 INVOICES

The Bidder will submit an invoice to the Commission for Services performed, that will be paid in one lump sum after all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission.

Each invoice must reference the contract number and be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Bidder must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances.

The Bidder must attach MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

#### 6.9 PAYMENTS

Payment will be processed within 30 days after Commission receives an acceptable invoice from the Bidder.

#### 6.10 ACCEPTANCE

It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any Service will not be considered a waiver of any provision of these specifications and will not relieve the Bidder of its obligation to provide satisfactory Temporary Chain Link Fencing and Installation Services which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.

Failure of the Bidder to familiarize itself with all requirements of the Contract Documents will not relieve it from complying with all of the provisions thereof.

#### 6.11 MODIFICATIONS AND AMENDMENTS

No changes, amendments, modifications, cancellations or discharges of this Contract, or any part hereof, will be valid unless stipulated in writing and signed by the parties hereto, or their respective agents or representatives.

Such changes which are mutually agreed upon by and between the Commission and the Bidder will be incorporated in written modifications to this Contract.

Failure of the Bidder to familiarize himself/herself with all requirements of the Contract Documents will not relieve him/her from complying with all of the provisions thereof.

#### 6.12 SUBCONTRACTORS

All Subcontractors are subject to the approval of the Executive Director before they may provide material, labor or services on the Project. The Bidder, upon entering into any agreement with a Subcontractor that has been approved by the Executive Director.

The Bidder may not make any substitution for a Subcontractor that has been accepted by the Executive Director, unless such substitution is acceptable to the Executive Director. Bidder shall provide the Executive Director with timely notice of any proposed substitution so as not to impede the progress of the Work.

#### 6.13 SUBCONTRACTORS WITH DISABILITIES

The Commission encourages Bidders to use Subcontractors that are Bidders 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.

#### 6.14 SUBCONTRACTOR PAYMENTS

The term "Subcontractor" is defined in Section 1. General Provisions. Bidder must state the requirements of the Prompt Payment provision in all Subcontracts and purchase orders. If Bidder fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Bidder and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Bidder's participation and that of its Subcontractors on the Project.

The Illinois Prompt Payment Act, 30 ILCS 540/1.01 *et. seq.* requires prompt payment to subcontractors and suppliers, by the General Bidder for work that has been satisfactorily completed.

The Bidder must make payment to its Subcontractors within fourteen (14) days of receipt of payment from the Commission, but only if the Subcontractor has satisfactorily completed its Work in accordance with the Contract Documents and provided the Bidder with all of the documents and information required of the Bidder by Section 3.13. "Payments". The Bidder may delay or postpone payment for a Payment Application when the Subcontractor's Work or materials do not comply with the

requirements of the Contract Documents, and the Bidder is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.

- (i) Total amount invoiced by the Bidder;
- (ii) The name of each particular Subcontractor or supplier utilized;
- (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified Bidder on this Contract;
- (iv) The vendor/supplier number of each Subcontractor or supplier; Total amount invoiced that is to be paid to each Subcontractor or supplier.

#### 6.15 MATERIALS INSPECTION AND RESPONSIBILITY

The Commission, by its engineering agencies, will have a right to inspect any material to be used in carrying out this Contract.

The Commission does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract.

The Bidder must be responsible for the contracted quality and standards of all materials, components or completed work furnished under this Contract up to the time of final acceptance by the Commission.

Materials, components or completed work not complying therewith may be rejected by the Commission and must be replaced by the Bidder at no cost to the Commission.

Any materials or components rejected must be removed within a reasonable time from the premises of the Commission at the entire expense of the Contractor, after written notice has been mailed by the Commission to the Bidder that such materials or components have been rejected.

#### 6.16 TIME AND PROGRESS

TIME IS OF THE ESSENCE IN THIS CONTRACT. The Bidder agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Section 1.1.5 "Time of Completion".

It is understood and agreed that TIME IS OF THE ESSENCE IN THIS CONTRACT, and the Bidder agrees to begin actual work covered by this Contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the entire work under this Contract within the calendar days stipulated after the date for commencement of Work as specified in the written notification to the Bidder from the Commission, using double shift and holiday work when necessary.

Unless otherwise provided in Special Conditions, the Bidder shall submit to the Commissioner for approval, within five (5) calendar days after the effective date of this Contract, a time schedule for performing operations under this Contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contract shall prosecute the work under this Contract so that the actual work completed shall be not less than required by such approved time schedule for performing operations under this Contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Bidder shall prosecute the work under this Contract so that the actual work completed shall be not less than required by such approved time schedule.

If the rate of progress be such that the total amount of work accomplished by the Bidder within any time mentioned in such approved time schedule is less than the amount therein specified to be completed within such time, then the Executive Director may declare this Contract in default as provided herein.

#### 6.17 PROVISIONS RELATIVE TO DELAY

In the event that Bidder's performance of its Work is delayed by causes beyond the reasonable control of the Bidder, the Target Schedule, including phases and/or milestones, may be extended by the Commission to reflect the extent of such delay. The Bidder must give the Commission Representative written notice within five (5) calendar days of the commencement of such delay. Consideration of a time extension for events beyond the reasonable control of the Bidder will only be made if the delay directly impacts critical path activities based on the Target Schedule in effect at the commencement of the delay.

## 6.18 SAFETY AND LOSS CONTROL

The Bidder is responsible for project health and safety as of the date stated in the Notice to Proceed.

### 6.18.1 Worker's Health and Safety

Bidder has sole and complete responsibility for implementation of a safety program. The Bidder's safety program ("Safety Program") must include the Work of all the Bidder's Subcontractors. The Safety Program must be submitted to the Commission before the start of the Work. The Safety Program shall, at a minimum, set forth and maintain the standards stated in the Commission's Project Specific Safety Plans for the Bidder and for Subcontractors. In the event that Bidder elects to adopt the Commission's Safety Manual as a part of Bidder's Safety Program, Bidder acknowledges and agrees that adopting the Safety Manual does not in any way attenuate, limit, transfer or otherwise affect Bidder's sole and complete responsibility and liability for its Safety Program.

The Bidder shall designate a safety representative for the project. This person shall be present whenever work is being performed at the site or whenever delivery of materials, products or equipment is being made at the site. The safety representative must have successfully completed the OSHA 30 hour course.

Although the Commission Representative will observe construction and give the Bidder opinions and suggestions about safety defects and deficiencies, the Commission Representative's suggestions on safety will in no way relieve the Bidder of its responsibility for safety on the project. The Bidder has sole responsibility for safety.

The Bidder must comply with the requirements of Regulations 29 CFR Part 1926 (originally CFR Part 1518) – Safety and Health Regulations for Construction of the Williams-Steiger Occupation Safety and Health Act of 1970 (Federal, OSHA). Copies may be obtained from the Regional Administrator of the Department of Labor, Federal Office Building, Chicago, Illinois.

The Bidder's must also comply with the "Health and Safety Act" of the State of Illinois. The rules pursuant to this Act are on file with the Secretary of State of Illinois and identical in every respect with the standards in effect under the Federal, OSHA, and law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Bidder provide reasonable protection to the lives, health and safety of all persons employed under the Contract. The State act, rules and the applicable parts thereof will be considered as part of these specifications.

The Bidder must comply with all local safety laws including, those set forth in Title 15 of the Municipal Code of Chicago, Ch. 15-4, Art. 5, and Ch. 15-20, Art. 1.

The Bidder must take any precautions that may be necessary to render all portions of the Work secure in every respect to decrease the possibility of accidents from any cause. The Bidder will furnish and install 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 consultants and inspectors during the performance of the Work.

The Bidder must keep on the site of the Work, completely equipped first aid kits readily accessible at all times. The Bidder will designate a person on each shift, acceptable to the Commission Representative, to be in charge of first aid and will cause such person to receive proper instructions therein.

Only such materials and equipment as are necessary for the construction of the Work under this Contract, as determined by the Commission Representative, will be placed, stored or allowed to occupy any such space of the site of the Work. If gasoline, flammable oils, or other highly combustible materials must be stored at the site, they will be stored in approved safety containers.

### 6.18.2 Hazardous Materials

If the Bidder encounters material on the Site reasonably believed to be hazardous which has not been identified in the Contract Documents or rendered harmless, the Bidder will immediately stop Work in the Area affected and report the condition to the Commission Representative in writing. The Work in the affected area will be resumed in the absence of Hazardous Materials, or when it has been rendered harmless, by written notification from the Commission Representative to the Bidder.

The Bidder will not be required to perform, without its consent, any Work in the presence of Hazardous Materials.

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from material or substance encountered on the Site by the Bidder, the Bidder, will, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Commission Representative and Architect in writing.

#### 6.18.3 Coordination With Other Bidders - Safety

In accordance with the "Coordination With Others," the Bidder will cooperate with any other Bidder that may be performing work on the Site in connection with the compliance with regulations of OSHA and all other federal, state, and municipal laws, rules and regulations relating to Site safety and practice including, as may be relevant, correcting Work within abatement periods, requesting extensions on abatement periods when work has been done by other Bidders, and furnishing such supporting information or material as may be necessary to fully protect the rights of the Commission, its representatives, and other Bidders on pending or prospective violation orders.

#### 6.18.4 Public Health and Safety

The Bidder must prevent the public from gaining access to the Project Site.

The Bidder will take all necessary precautions to ensure the safety of the public and to prevent accidents or injury to persons or damage to property adjacent to the Site where the Work is being performed.

#### 6.18.5 Construction Site Cleanliness

The Bidder must comply with all requirements of Section 13-32-125 of the "Chicago Municipal Code entitled, "Construction site cleanliness."

### 6.18 COOPERATION BETWEEN CONTRACTORS

Unless otherwise provided in Special Conditions, if separate contracts are let for Work within or adjacent to the project site as may further be hereinafter detailed in the Contract Documents, each Bidder must conduct his Work so as not to interfere with or hinder the progress of completion of the Work being performed by other Bidders.

Each Bidder involved must assume all liability, financial or otherwise, in connection with his contract, and shall protect and save harmless the Commission from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Bidders working within the limits of the same improvement. Each Bidder must assume all responsibility for all Work not completed or accepted because of the presence and operations of the other Bidders.

The Bidder must as far as possible, arrange his Work and place and dispose of the materials being used, so as not to interfere with the operations of the other Bidders within or adjacent to the limits of the project site. Bidder must join his Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

### 6.19 ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

#### 6.19.1 No Assignment of Contract

The Contract must not be assigned or any part of the same subcontracted without the written consent of the Executive Director. If the Executive Director provides consent, such consent does not relieve the Bidder from any of its obligations under the terms of the Contract, and Bidder shall remain responsible for satisfactory performance of all Work undertaken by its Subcontractor(s).

#### 6.19.2 No Assignment of Contract Funds

The Bidder will not transfer or assign any Contract funds or claims due or to become due without the prior written consent of the Executive Director. The transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, without the prior written consent of the Executive Director, is void so far as the Commission is concerned.

### 6.19.3 Commission's Right to Assign

The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Bidder.

### 6.20 SUPERVISION

The Bidder must personally supervise the Work or will have a competent person at the site at all times to act for Bidder.

### 6.21 PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE

Plans or drawings mentioned in General Conditions or in the specifications will be so considered that any material shown on plans or drawings and not stated in the specifications, or material stated in the specifications and not shown on plans or drawings, will be executed by the Bidder the same as though it were both shown and specified.

### 6.22 PERMITS

The Bidder is responsible for obtaining all permits, including but not limited to sewer, water, crane, fence, driveway, and building permits, as prescribed by the City of Chicago and public utilities, and any other permits that may be necessary. The Commission will be responsible for the City of Chicago building permit cost; all other permit fees will be borne by the Bidder.

The Bidder will confer with the Commission Representative prior to applying for the City building permit, and the parties will agree on the process for obtaining the City building permit prior to Bidder's application for such permit. The Commission Representative will assist the Bidder in the building permit process, but the Bidder is solely responsible for obtaining all required permits in a timely fashion.

### 6.23 AUDITS

The Commission has the right to abstract and audit the books of the bidder and its subcontractors on all subjects relating to the Project and/or the Services.

### 6.24 CONFLICTS OF INTEREST

No member of the governing body of the Commission and no other officer, employee, or agent of the Commission or other unit of government who exercises any functions or responsibilities in connection with this Contract will have any personal interest, direct or indirect, in this Contract. Each Bidder covenants that it; its officers, directors and employees; the officers, director and employees of each of its members if a joint venture; and subcontractors presently have no interest and will not acquire interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Work hereunder. Each Bidder further covenants that in the performance of this Contract, no person having any such interest will be employed. Each Bidder agrees that if the Commission determines that any of a Bidder's work for others conflicts with the Work, that the Bidder will terminate such other services immediately upon request of the Commission.

### 6.25 COMMISSION'S RIGHT TO SET-OFF

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

6.25.2. Notwithstanding the provisions of subsection (a), above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:



- A. the contracting party has entered into an agreement with the Public Building Commission for the payment of all outstanding parking violation complaints and debts owed to the Commission 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 the Commission are dischargeable in bankruptcy.

6.26 SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Bidder 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, Bidder's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Executive Director. Such breach and default entitles the Commission to all remedies under the Contract, at law or in equity.

This section does not limit the Bidder'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 Commission as grounds for the termination of this Contract, and may further affect the Bidder's eligibility for future contract awards.

6.27 COMPLIANCE WITH ALL LAWS

Bidder must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and whether or not they appear in the Contract, including those specifically referenced herein or in any of the Contract Documents. Bidder must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Bidder must require all Subcontractors to do so. Failure to do so is an event of default and may result in the termination of this Contract.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract or, upon application by either party, the Contract will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.

6.28 GOVERNING LAW AND JURISDICTION

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Bidder hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, or relating to, or in any way concerning the execution or performance of this Contract. The Bidder agrees that the service of process on the Bidder may be made, at the option of the Commission, 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 Bidder, or by personal delivery on any officer, director, or managing or general partner of the Bidder.

## 6.29 SEVERABILITY

If any provision of this Contract is inoperative or unenforceable as applied in any particular case 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 will not render the provision in question inoperative or unenforceable in any other case or circumstance, or render 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 do not affect the remaining portions of this Contract or any part thereof.

## 6.30 FORCE MAJEURE EVENTS

Events considered to be beyond the reasonable control of the Bidder are limited to acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, labor strikes at the job site, or freight embargoes, provided that the listed causes were not foreseeable and did not result from the fault or negligence of the Bidder, and provided further that the Bidder has taken reasonable precautions to prevent further delays owing to such causes. Notwithstanding the foregoing, or any other provisions herein, Bidder will take all reasonable measures to protect its Work and to minimize the impact of climatic conditions on the progress of the Work.

## 6.31 FALSE STATEMENTS

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the Disclosure Affidavit, as well as in any other affidavits, statements or contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the Commission, notwithstanding any prior review or acceptance by the Commission of any materials containing such misrepresentation. In addition, the Commission may debar Bidder, assert any contract claims or seek other civil or criminal remedies as a result of a such false statement including without limitation those remedies pursuant to Chicago Municipal Code Chapter 1-21.

## 6.32 DEFAULT

The Bidder'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 in accordance with the Contract Documents;
3. failure to perform the Work with sufficient workers, equipment, or materials to ensure the completion of the Work or any part of the Work within the time specified by the Contract;
4. persistent or repeated refusal or failure (except in cases for which extension of time is provided) to supply adequate skilled workers or proper materials;
5. unauthorized discontinuance of the Work;
6. failure to promptly remove materials, or repair, or replace Work that was rejected as defective or unsuitable;
7. failure to make prompt payment to Subcontractors, whether for material or labor;
8. failure to submit all documents required by the Contract Documents or Commission, including but not limited to timely submission of payment applications;
9. failure to prosecute the Work in a manner acceptable to the Commission or in a manner that does not comply with all laws applicable to the Work.
10. persistently disregarding laws, ordinances, or instructions of the Commission, or Commission Representative; or,
11. failure to comply with any other term of the Contract that states an event of default or otherwise engages in a substantial violation of any provision of the Contract Documents.
12. interruption or delay of Work for reasons within the Bidder's control, including, but not limited to, labor

interests or disputes;

13. failure to comply with federal, state, or local safety requirements;
14. the Bidder's default on a contract with the PBC, CHA, CTA, or City of Chicago;
15. the Bidder's failure to be licensed as a "General Contractor" as required by Chapter 4-36 of the Chicago Municipal Code, at all times throughout the term of the Contract or Contractor's loss of its general license;
16. disqualification as an MBE or WBE of the Bidder 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 Bidder;
17. Bidder becomes insolvent or bankrupt, attempts assignment of all or any part of the proceeds of this Contract, makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency any of which negatively impacts Bidder's ability to pay Subcontractors or perform the work.

## 6.33 REMEDIES

In the event of a default by Bidder, the Commission, in its sole discretion, may send the Bidder notice of the Commission's intent to exercise any or all of the remedies below.

- 6.33.1. **Termination.** The Commission may terminate the Contract. Written notification of the default and termination of the Contract will be provided to the Bidder and the surety by the Executive Director. The Executive Director's decision and declaration of termination is final and effective.
- 6.33.2. **Notice to Cure.** The Executive Director may provide the Bidder the opportunity to cure the default. The Bidder must cure the default within 10 Days of receipt of the notice from the Executive Director or such time period stated in the Notice to Cure. If the Executive Director does not receive written acknowledgement from the Bidder that it will cure the default within the stated cure period or if the Bidder does not act to cure the default, the Executive Director may terminate the Contract, in which event the termination of the Contract is final and effective.
- 6.33.3. In addition to the foregoing, upon an event of default in Section 19.01, "Events of Default," the Commission 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 Bidder and against any Retainage.
  - b. The right to take over and complete the Work, or any part thereof, either directly or through others, and to hold the Bidder liable for any amounts paid for such Work above those amounts the Commission would have paid the Bidder for that same Work.
  - c. The Commission may use the Bidder's Subcontractors, materials, and equipment to complete the Work. Upon the Commission's notification to the Bidder invoking this remedy, any and all rights the Bidder may have in or under its subcontracts are assigned to the Commission, based on the assignment required by Section 4.03.2. The Bidder must promptly deliver such documents upon the Commission's request. In case of any subcontract so assigned and accepted by the Commission, the Bidder remains liable to the Subcontractor for any payment already invoiced to and paid by the Commission, 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 Bidder, its officers, employees, agents, and other Subcontractors, arising prior to the date of assignment to the Commission, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. The Bidder must notify its Subcontractors of these requirements.
  - 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 attorney's fees which the Commission 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 Bidder's compensation yet to be paid by the Commission.
- h. The right to terminate any or all other contracts that Bidder may have with the Commission.
- i. The right to deem the Bidder non-responsible in future contracts to be awarded by the Commission.

#### 6.34 NON-EXCLUSIVITY OF REMEDIES

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies, but each and every 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 do they waive any event of default or acquiesce thereto, and every such right and power may be exercised by the Commission from time to time and as often as may be deemed appropriate.

#### 6.35 DISPUTES

6.35.1 Bidder's Request: In the event of any disagreement between the Bidder and the Commission Representative which the Bidder and the Commission Representative have attempted, but been unable, to resolve, including, without limitation, changes, time extensions, claims, allowable costs or any other issues of fact or Contract interpretation based upon, relating to, or arising under the Contract, a request for resolution must be submitted to the Executive Director by the Bidder for final determination. The default or termination of the Bidder is not matters that may be disputed under this provision of the Contract. The Bidder's failure to submit the Dispute within thirty (30) days of receipt of the Commission Representative's response to the Bidder's Claim is a waiver of the Dispute. The Executive Director may consider issues of Contract interpretation in connection with decisions to be made in resolving Disputes.

6.35.2 Request Requirements: Requests for resolution of Disputes must be made by the Bidder in promptly be provided to the Executive Director and Commission Representative on the same day. In addition, the Bidder's Dispute and any subsequent correspondence that relates to the Dispute which the Bidder provides to the Executive Director, must be copied to the Commission Representative. The Commission Representative shall have thirty (30) days to respond in writing to the Bidder's submission by supplementing the Bidder's submission or to provide its own submission to the Executive Director and Bidder. However, the Commission Representative may request, and the Executive Director may allow an additional period of time to respond. Failure by the Commission Representative to respond shall not be deemed to be an admission of any allegations made in the request for dispute resolution, but may be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any, at this stage of the Dispute. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable by the Executive Director.

#### 6.36 COMMISSION'S RIGHT TO TERMINATE CONTRACT

The Commission may, at its sole discretion, exercise the right to send the Bidder notice under Section 6.39.1 "Commission's Right To Terminate Contract," or 6.39.2 "Notice to Cure." Whether to declare the Bidder in default is within the sole discretion of the Executive Director and neither that decision nor the factual basis for it is subject to review or challenge under Article 18 "Claims and Disputes."

If termination of the Contract occurs by the Commission under Section 6.39.1, the Commission 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 and paid for by the Commission (whether located on or off the Site) to complete the Work. The Bidder will receive no further payment until the Work is completed. However, if the cost of completion exceeds the unpaid balance of the Contract, the Bidder must pay the difference to the Commission immediately upon demand.

If termination occurs, all costs and changes incurred by the Commission, together with the cost of completing the Work, are deducted from any moneys due or which may become due to the Bidder. When the expense incurred by the Commission exceeds the sum which would have been payable under the Contract, the Bidder and the surety are liable and will pay the Commission the amount of such excess.

### 6.37 TERMINATION for CONVENIENCE

The Commission reserves the right, for its convenience, to terminate the Work of the Bidder by written notice stating the effective date of such termination. In such case, the Bidder and Subcontractors will (except for services necessary for the orderly termination of the Work): stop all Work; place no further orders or subcontracts for materials, services, equipment, or supplies; assign to the Commission (in the manner and to the extent directed) all of the rights of the Subcontracts relating to the Work; take any action necessary to protect property of the Commission and property in the Bidder's possession in which the Commission has, or may acquire, an interest; and take any other action toward termination of the Work which the Commission may direct.

Bidder's compensation for all work provided prior to the effective date of the termination and costs of stopping the work shall be paid based on the Termination for Convenience provision of the Federal Acquisition Rules and all interpretations of those rules and all cases decided regarding the rules.

After receipt of a notice of termination pursuant to this Section 19.06 "Termination for Convenience," Bidder will submit to the Commission Representative its final invoice in the required form, with supporting documentation. The Commission 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.

END OF SECTION 6

## SECTION 7 -TARGET MARKET SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (NON-CONSTRUCTION)

### 7.1 MBE/WBE PROGRAM

#### 7.1.2 Policy Statement

It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE Bidders in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Bidder must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.

The Commission requires the Bidder to agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.

The Commission has implemented the Target Market Program which seeks to award this Contract through a competitive bid process restricted to certified MBE and WBE firms.

#### 7.1.3 Aspirational Goals

Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Professional Services Contracts to certified MBEs and 5% of the annual dollar value of all Commission Professional Service Contracts to qualified WBEs.

Further, the Bidder must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.

Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Bidder or such other remedy, as the Commission deems appropriate.

#### 7.1.4 Definitions

For purposes of this Special Condition, the following definitions apply:

- (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
- (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
- (3) "Area of Specialty" means the description of a MBE or WBE firms business which has been determined by the Commission's approved certifying entity to be most reflective of the MBE or WBE firms claimed specialty or expertise. For the Target Market Program, the Area of Specialty is synonymous to the designated commodity/services area. Each letter of certification contains a description of the MBE or WBE firms Area of Specialty.
- (4) "Target Market Joint venture" means an association of two or more MBEs, WBEs, or both MBEs and WBEs all certified by one of the Commission's approved certifying entities or whose recertification is pending, to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge.

#### 7.1.5 Eligibility

- (1) Contracts included in the Target Market Program can be either MBE Target Market Contracts, WBE Target Market Contracts or designated as open to all certified MBE and WBE firms. Only MBE and MBE Joint Ventures are eligible to bid on or participate in MBE Target Market Contracts, while only WBE and WBE Joint Ventures are eligible to bid on or participate in WBE Target Market Contracts. On solicitations open to both MBEs and WBEs joint ventures are allowed between both.
- (2) Contracts included in the Target Market Program have been identified by the Commission as having at least three MBEs or three WBEs, as the case may be, which indicated their interest in participating in the Contracts designated commodity/service area(s) by successfully being certified by one of the Commission's approved certifying entities.
- (3) The Bidder may not subcontract more than fifty percent (50%) of the dollar value of the contract. The prime Target Market Bidder must perform at least fifty percent (50%) of the awarded contract amount with their own workforces. Up to 50% of the dollar value of the Target Market contract may be subcontracted to firms who are either MBEs and/or WBEs or non-MBEs and/or non-WBEs. However, in appropriate cases, the Commission may initiate discussions with the Bidder subcontracting with non-certified firms in order to maximize the overall participation of MBEs and WBEs at all contracting levels.
- (4) MBE or WBE firms will be allowed to participate in this Target Market Contract only in their Areas of Specialty as certified, or if recertification was submitted prior to certification expiration has been applied for, and is pending on the date of bid opening. Certification must be substantiated by current certification letters of all MBE and WBE participating in the contract being a part of the bid response.

#### 7.1.6 Procedure to Determine Bid Compliance

The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided by these Special Conditions.

- (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from one of the Commission's approved certifying entities must be submitted.
- (2) Schedule B-2: Affidavit of MBE/WBE Target Market Joint Venture. If the Bidder is a joint venture, the Bidder must provide a copy of the joint venture agreement and a Schedule B-2. In order to demonstrate the MBE/WBE partners share in the ownership and control, the joint venture agreement must include specific details, related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partners authority to contractually obligate the joint venture and each partners authority to expend joint venture funds (e.g. check signing authority).
- (3) Schedule C2: Letter of Intent from Subcontractor, Supplier, and/or Consultant To Perform. In the event the Bidder fails to submit any Schedule C-2s with its bid, the Commission will presume that no subcontractors are performing services related to the Contract absent evidence to the contrary.
- (4) Schedule D-2: Affidavit of Target Market Subcontractors Non-Construction Services/General Equipment and Supplies. Bidders must submit, together with the bid, a completed Schedule D-2 committing to the utilization of each listed firm.

#### 7.1.7 Compliance

- (1) It is material breach of this Contract if the Bidder, a joint venturer, or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and the status was misrepresented by the Bidder or any joint venturer. Such a breach shall entitle the Commission to declare a default, terminate the Contract and exercise those remedies provided for in the Contract, at law or in equity.

- (2) If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.
- (3) In the event that the Bidder is determined not to have been involved in any misrepresentation of the status of an MBE or WBE, the Firm shall discharge the disqualified MBE or WBE and, if possible, identify and engage a qualified MBE or WBE as its replacement. Continued eligibility to enter into future contracting arrangements with the Commission may be jeopardized as a result of non-compliance. Payments due under the Contract may be withheld until corrective action is taken.

#### 7.1.8 Reporting and Record-Keeping Requirements

- (1) The Bidder, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Bidder's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Bidder will submit partial and final waivers of lien from MBE and WBE subcontractors and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Bidder will file regular MBE and WBE utilization reports on the form entitled "Schedule E-2: Target Market Subcontractor Utilization Report" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- (2) The Contract Officer shall be entitled to examine on five (5) business days notice, the Bidders books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Bidder is in compliance with the Target Market Program and the status of any MBE or WBE performing any portion of the Contract. Such rights are in addition to any other audit inspection rights contained in the Contract.
- (3) The Bidder must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Bidder's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

#### 7.1.9 Disqualification of MBE or WBE

The Contract may be terminated by the Executive Director upon the disqualification of the Bidder as an MBE or WBE if the Bidder's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Bidder.

The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the Subcontractor's or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the subcontractor or supplier was misrepresented by the Bidder. If the Bidder is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the Bidder shall make good faith efforts to engage a qualified MBE or WBE replacement.

#### 7.1.10 Non-Compliance

The Executive Director has the authority to apply suitable sanctions to the Bidder if the Bidder is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Bidder's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.



When the contract is completed, if the Executive Director has determined that the Bidder did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Bidder from entering into future contracts with the Commission.

#### 7.1.11 Severability

If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

## 7.2 RECORD KEEPING

The Bidder shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

### 7.3 INFORMATION RESOURCES

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

U.S. Small Business Administration  
500 W. Madison Street, Suite 1250  
Chicago, Illinois 60661  
General Information  
(312) 353-4528

S.B.A. - Bond Guarantee Program Surety Bonds  
500 West Madison, Suite 1250  
Chicago, IL 60661  
Attention: Carole Harris  
(312) 353-4003

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

Project information and general MBE/WBE information:

City of Chicago  
Department of Procurement  
Vendor Relations  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Monica Cardenas  
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago  
Department of Procurement  
Certification Unit  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Lori Lypson  
(312) 744-4909

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

National Minority Suppliers Development Council, Inc.  
1040 Avenue of the Americas, 2nd Floor  
New York, New York 10018  
Attention: Harriet R. Michel  
(212) 944-2430

Chicago Minority Business Development Council  
1 East Wacker Drive  
Suite 1200  
Chicago, Illinois 60601  
Attention: Tracye Smith, Executive Director  
(312) 755-8880

## 7.4 ASSIST AGENCY

American Brotherhood of Contractors  
11509 S. Elizabeth Avenue  
Chicago, IL 60643  
Phone #: (773) 928-1500  
Fax #: (773) 928-5850  
Web: None  
Email: [info@american-brotherhood.org](mailto:info@american-brotherhood.org)  
Attn: Arba Houlden

Asian American Alliance  
2169 S. China Place  
2<sup>nd</sup> Floor  
Chicago, IL 60616  
Phone #: (773) 293-1249  
Fax #: (773) 36420399  
Web: [www.asianamericanalliance.com](http://www.asianamericanalliance.com)  
Email: [ctakada@asianamericanalliance.com](mailto:ctakada@asianamericanalliance.com)  
Attn: Erica Chianelli, Interim 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. 76<sup>th</sup> Street  
Suite 200  
Chicago, IL 60620  
Phone #: (773) 483-4000  
Fax #: (773) 483-4150  
Web: [www.blackcontractorsunited.com](http://www.blackcontractorsunited.com)  
Attn: Florence Cox, Executive Director

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](http://www.cmbdc.org)  
Attn: Sheila Hill, Executive Director

Chicago Urban League  
4510 S. Michigan Avenue  
3<sup>rd</sup> Floor  
Chicago, IL 60653  
Phone #: ((773) 624-8826  
Fax #: (773) 451-3549  
Web: [www.cul-chicago.org](http://www.cul-chicago.org)  
Email: [jarchie@cul-chicago.org](mailto:jarchie@cul-chicago.org)  
Attn: Joan Archie, Director  
Employment, Counseling & Training

Cosmopolitan Chamber Of Commerce  
203 N. Wabash  
Chicago, IL 60601  
Phone #: (312) 499-0611  
Fax #: (312) 701-0095  
Attn: Carnice Carey, 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/](http://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](http://www.haciaworks.org)  
Email: [mailto:csatoy@haciaworks.org](mailto:mailto:csatoy@haciaworks.org)  
Attn: Paul Cerpa, Executive Director

Latin American Chamber Of Commerce  
3512 West Fullerton Avenue  
Chicago, Il 60647  
Phone #: (773) 252-5211  
Fax #: (773) 252-7065  
Email: [lacc@latinamericanchamberofcommerce.com](mailto:lacc@latinamericanchamberofcommerce.com)  
Attn: Eli Montenegro, Director

Triton College  
Small Business Development Center  
2000 Fifth Avenue  
Room R-201  
River Grove, Il 60171  
Phone #: (708) 456-0300 Ext. 3714

Illinois Hispanic Chamber Of Commerce (Formerly MACC)  
111 W. Washington Street  
Suite 1660  
Chicago, Il 60602  
Phone #: (312) 425-9500  
Fax #: (312) 245-9515  
Web: [www.maccbusiness.com](http://www.maccbusiness.com)  
Attn: Omar Duque, President

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](http://www.hullhouse.org/edu.htm)  
Email: <mailto:croeschley@hullhouse.org>  
Attn: Curt Roeschley, Director  
Small Business Development

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](http://www.nawbochicago.org)  
Email: [info@nawbochicago.com](mailto:info@nawbochicago.com)  
Attn: Clair Gregoire, President

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](http://www.wbdc.org)  
Email: <mailto:hrtatner@wbdc.org>  
Attn: Hedy Ratner, Executive Director  
Carol Dougal, Co-President

Rainbow/PUSH Coalition  
930 E. 50<sup>th</sup> Street  
Chicago, Il 60615  
Phone #: (773) 256-2728  
Fax #: (773) 256-2751  
Web: [www.rainbowpush.org](http://www.rainbowpush.org)  
Attn: Donna Gaines, Deputy Director Trade Bureau

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/>  
Attn: Barry A. Flynn, Executive Director

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

END OF SECTION 7

**SECTION 8 ADDITIONAL DOCUMENTS TO BE EXECUTED**

**8.1 SCHEDULE B-2: AFFIDAVIT OF MBE/WBE TARGET MARKET JOINT VENTURE (1 OF 5 PAGES)**

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

All information requested 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, additional sheets may be attached.

I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_

II. Identify each MBE/WBE venturer(s): \_\_\_\_\_  
Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE joint venture: \_\_\_\_\_

III. Identify each MBE/WBE venturer(s): \_\_\_\_\_  
Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE joint venture: \_\_\_\_\_

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

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

Vi. Ownership of the Joint Venture.

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

MBE/WBE ownership percentage(s) \_\_\_\_\_

MBE/WBE ownership percentage(s) \_\_\_\_\_

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

1. Profit and loss sharing: \_\_\_\_\_

2. Capital contributions:

(a) Dollar amounts of initial contribution: \_\_\_\_\_

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

SCHEDULE B-2 (PAGE 2 OF 5)

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

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

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

VII. Control of and Participation in the Joint Venture. Identify by name and Bidder 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:

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

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

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D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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SCHEDULE B-2 (PAGE 3 OF 5)

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

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

VIII. Financial Controls of joint venture:

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

B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

Currently employed by MBE/WBE venture partner (number) \_\_\_\_\_

Currently employed by MBE/WBE venture partner \_\_\_\_\_

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

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

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

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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 Commission current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the Commission.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B-2 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 Commission, either directly or through the prime Firm if the joint venture is a Subcontractor.



SCHEDULE B-2 (PAGE 5 OF 5)

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of 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 )

8.2 SCHEDULE C-2-TARGET MARKET/ LETTER OF INTENT FROM SUBCONTRACTOR,  
SUPPLIER AND/OR CONSULTANT TO PERFORM

Name of Project:

Contract Number:

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

MBE: Yes \_\_\_ No \_\_\_  
WBE: Yes \_\_\_ No \_\_\_

To: \_\_\_\_\_ and the Public Building Commission of Chicago:  
(Name of Prime MBE/WBE Bidder)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from one of the Commission approved certifying entities 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:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

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 Commission, and will do so within (5) five working days of receipt of a signed contract from the Commission.

\_\_\_\_\_  
(Signature of Owner, President or Authorized Agent of MBE/WBE)

\_\_\_\_\_  
Name /Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

8.3 SCHEDULE D-2 AFFIDAVIT OF TARGET MARKET SUB-CONTRACTORS NON-CONSTRUCTION SERVICES/GENERAL EQUIPMENT AND SUPPLIES (1 OF 3 PAGES)

Project Name:

Contract No.:

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

\_\_\_\_\_  
Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan identifying subcontractors in this Contract.

All MBE/WBE firms included in this plan have been certified as such by one of the Commission's approved certifying entities (Letters of Certification Attached).

I. Direct Participation of Subcontracting Firms

(Note: The bidder shall, in determining the manner of MBE/WBE participation, can only consider involvement with MBE/WBE firms as joint venture partners, Subcontracting and supplying of goods and services directly related to the performance of this contract. Is open to MBE/WBE and non MBE/WBE firms). NOTICE: Subcontracting cannot exceed 59% of the total contract amount.

A. The MBE and/or WBE bidder(s) is to attach a copy of their Letter of Certification from one of the Commission's approved certifying entities.

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

C. Subcontractors (Direct or Indirect):

1. Name of Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

Schedule C-2 attached? Yes \_\_\_ No \_\_\_ \*

Type of Firm:

MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-M/WBE \_\_\_\_\_

SCHEDULE D-2 (2 OF 3 PAGES)

2. Name of Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-2 attached? Yes \_\_\_ No \_\_\_ \*  
Type of Firm:  
MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-M/WBE \_\_\_\_\_

3. Name of Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-2 attached? Yes \_\_\_ No \_\_\_ \*  
Type of Firm:  
MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-M/WBE \_\_\_\_\_

4. Name of Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-2 attached? Yes \_\_\_ No \_\_\_ \*  
Type of Firm:  
MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-M/WBE \_\_\_\_\_

5. \*Attach additional sheets as needed.

All Scheduled C-2s and Letters of Certification not submitted with bid must be submitted so as to assure receipt by the Contract Officer within five (5) business days after bid opening.

SCHEDULE D-2 (PAGE 3 OF 3)

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The Firm designates the following person as their MBE/WBE Liaison Officer:

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

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 Bidder, to make this affidavit.

\_\_\_\_\_  
Signature of Affiant (Date)

State of \_\_\_\_\_

County 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 executed)

\_\_\_\_\_  
Signature of Notary Public

(Seal)

8.4 SCHEDULE E-2: TARGET MARKET SUBCONTRACTOR UTILIZATION REPORT (PAGE 1 OF 3)

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

Contract Officer: \_\_\_\_\_

Phone No. \_\_\_\_\_

Contract No.

Date of Award:

Utilization Report No.

STATE OF: ( \_\_\_\_\_ )

COUNTY (CITY) OF: ( \_\_\_\_\_ )

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am \_\_\_\_\_  
 the \_\_\_\_\_  
 (Title - Print or Type)

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

\_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
 (Address of Company) (Phone)

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

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

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

Amount Billed to City: \$ \_\_\_\_\_

Amount Paid to Prime Contractor: \$ \_\_\_\_\_

SCHEDULE E-2 (PAGE 2 OF 3)

For each MBE and/or WBE listed on this report, briefly describe the work or goods/services provided in relation to this contract. (Indicate line items, if applicable)

MBE/WBE Name	Description of Work/Services and/or Goods Provided
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE E-2 (PAGE 3 OF 3)

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)



8.5 DISCLOSURE AFFIDAVIT (1 OF 4 PAGES)

Section A. HISTORY OF THE BIDDER

Name of Bidder: \_\_\_\_\_ Phone No. (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ Fax No. (\_\_\_\_) \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Contact Person: \_\_\_\_\_ e-mail: \_\_\_\_\_

Submittal is for: \_\_\_ Parent Company \_\_\_ Subsidiary \_\_\_ Division \_\_\_ Joint Venture\* \_\_\_ Branch Office
\*If a joint venture, attach a copy of joint venture agreement.

Parent Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

How many years has the Contractor or venture been in business under its present name? \_\_\_\_\_

Under what other names, if any, has the Contractor or venture operated? \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN or S.S. #: \_\_\_\_\_

DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the PBC, all submission shall provide the following information with their submission. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- Bidder/Proposer/Contractor is a: [ ] Corporation [ ] LLC [ ] Partnership [ ] LLP [ ] Joint Venture [ ] Not-for-Profit Corporation [ ] Sole Proprietorship [ ] Other

FOR PROFIT CORPORATION

State of Incorporation \_\_\_\_\_

Authorized to do business in the State of Illinois: Yes [ ] No [ ]

Table with 4 columns: Names of all officers of corporation (Or attach list), Title (Print or Type), Names of all directors of corporation (Or attach list), Title (Print or Type). Includes two rows of blank lines for data entry.

Is the corporation owned partially or completely by one or more other corporations? Yes [ ] No [ ]

DISCLOSURE AFFIDAVIT (2 OF 4 PAGES)

If "yes" provide the above information, as applicable, for each such corporation.

Indicate here or attach a list names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name of Shareholders (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %

PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %

SOLE PROPRIETORSHIP

a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]  
If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)
_____
_____
_____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, PBC the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)	Address(es)
_____	_____

DISCLOSURE AFFIDAVIT (3 OF 4 PAGES)

Section B. LICENSING

Is your Firm licensed to do business in the City of Chicago, Cook County, Illinois? Yes \_\_\_ No \_\_\_

List categories in which the Contractor or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license. Attach a copy of each license listed.

Category	Registered License (or license number)	Organization Issuing License	Expiration Date
_____	_____	_____	_____
_____	_____	_____	_____

Section C. EXPERIENCE

Describe your firm's fencing experience on at least (3) projects of similar complexity, size and type.

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Project Role (specify, ADC, Sub, CM etc): \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Completed: Mo/Yr: \_\_\_\_\_

Was Project Work self-performed?  Yes  No  Other (explain): \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Project Role (specify, ADC, Sub, CM etc): \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Completed: Mo/Yr: \_\_\_\_\_

Was Project Work self-performed?  Yes  No  Other (explain): \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Project Role (specify, ADC, Sub, CM etc): \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Completed: Mo/Yr: \_\_\_\_\_

Was Project Work self-performed?  Yes  No  Other (explain): \_\_\_\_\_

DISCLOSURE AFFIDAVIT (4 OF 4 PAGES)

Section D. Safety

As a part of the fencing solicitation process you must answer the questions below.

1. Does your organization have a safety program? Yes  No

If yes, provide the following information:

- Month and Year first implemented \_\_\_\_\_
- Method of review of program \_\_\_\_\_
- Whether regular work site safety meetings are held and how frequently \_\_\_\_\_
- Copy of table of contents of safety/loss control manual

2. Have any citations been issued to your organization during the period of the last three years for workplace safety law violation.

Yes  No  If yes, provide detailed information for each occurrence regarding:

- The nature of the violation for which your organization was cited.
- Summary of your position of the matter.
- Official resolution of violation

END OF DISCLOSURE OF AFFIDAVIT

8.6 AFFIDAVIT OF NON-COLLUSION (PAGE 1 OF 1)

STATE OF ILLINOIS }  
COUNTY OF COOK } SS  
}

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_,  
the Bidder that has submitted the attached Bid;

(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Title)  
My Commission expires:

8.7 STATEMENT OF BIDDER'S QUALIFICATIONS (1 OF 2 PAGES)

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder \_\_\_\_\_

Submitted By \_\_\_\_\_

Title \_\_\_\_\_

Permanent Main Office Address \_\_\_\_\_

Local Address \_\_\_\_\_

Local Telephone No. and FAX No. \_\_\_\_\_

How many years operating as contractor for work of this nature? \_\_\_\_\_

List of recently completed contracts of similar dollar value and scope of work.

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

STATEMENT OF BIDDER'S QUALIFICATIONS (PAGE 2 OF 2)

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

- (a) Corporation Name \_\_\_\_\_
- (b) State and City in which incorporated \_\_\_\_\_
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- (d) Name and address of registered agent in Illinois  
\_\_\_\_\_

(e) Names and titles of officers authorized to sign contracts

_____	_____
Name	Title
_____	_____
Name	Title

If submitted by a partnership:

- (a) Firm Name \_\_\_\_\_
- (b) Official Address \_\_\_\_\_
- (c) Names of all Partners: \_\_\_\_\_

If submitted by an individual:

- (a) Firm Name \_\_\_\_\_
- (b) The Owner \_\_\_\_\_
- (c) Official Address \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission expires:

8.8 DISCLOSURE OF RETAINED PARTIES (1 of 2 PAGES)

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, all Bidders are required to submit a fully executed Disclosure of Retained Parties with its Bid.

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction  
: \_\_\_\_\_  
Description of goods or services to be provided under Contract  
\_\_\_\_\_  
\_\_\_\_\_
2. Name of Contractor: \_\_\_\_\_
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Check here if no such persons have been retained or are anticipated to be retained: \_\_\_\_\_



Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.
  - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
  - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

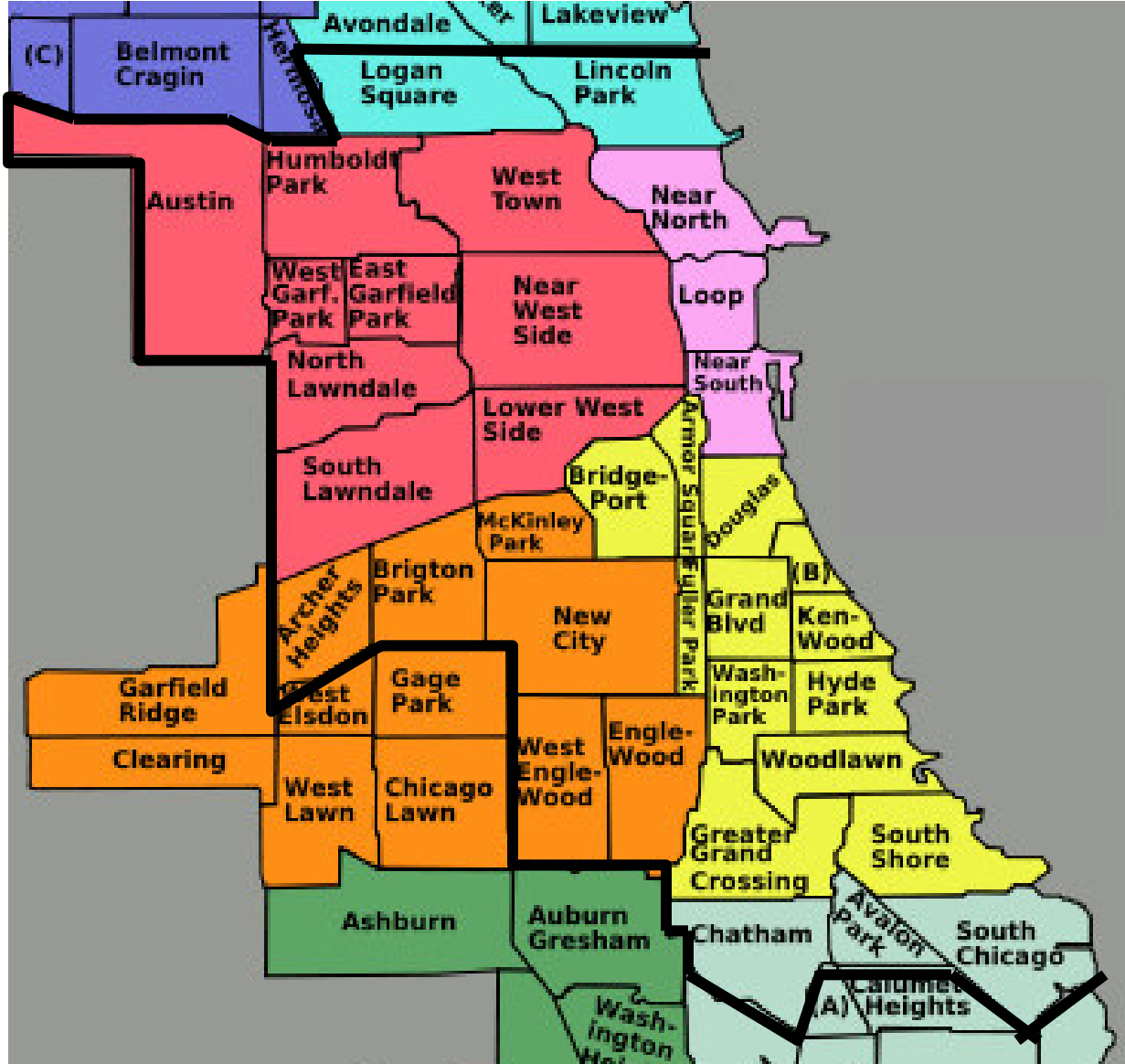
Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

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

Commission expires:

## Michael Reese Hospital Campus Community Area Map



Community Area List

<u>West</u>	<u>Central</u>	<u>South</u>
1. Humboldt Park	1. Loop	1. Douglas
2. West Town	2. Near West Side	2. Armour Square
3. West Garfield Park	3. Lower West Side	3. Bridgeport
4. East Garfield Park	4. Near South Side	4. New City
5. Near West Side	5. Douglas	5. Fuller Park
6. North Lawndale	6. Armour Square	6. Grand Boulevard
7. South Lawndale	7. Bridgeport	7. Oakland

8. Lower West Side	8. Mickinley Park	8. Kenwood
9. Loop	9. Oakland	9. Washington Park
10. Near South Side	10. New City	10. Hyde Park
11. Armour Square	11. Fuller Park	11. Englewood
12. Bridgeport	12. Grand Boulevard	12. Woodlawn
13. Mickinley Park	13. Kenwood	13. Greater Grand Crossing
14. Austin		14. South Shore
15. Logan Square		15. West Englewood
16. Lincoln Park		16. Chatham
		17. Avalon park
		18. South Chicago

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

(1 of 2)

Name of Project \_\_\_\_\_ Contract Number \_\_\_\_\_  
 Monthly Estimate No. \_\_\_\_\_ PBCC Project No. \_\_\_\_\_  
 Date \_\_\_\_\_

STATE OF ILLINOIS }  
 } SS  
 COUNTY OF COOK }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

\_\_\_\_\_ and duly authorized representative of  
 (Name of Affiant)  
 am the \_\_\_\_\_ and duly authorized representative of  
 (Title)  
 \_\_\_\_\_  
 (Name of Company)  
 whose address is  
 \_\_\_\_\_

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

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
<b>TOTALS</b>					

EXHIBIT B-STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)

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 ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Date)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_,

before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
Commission Expires

(Seal)

EXHIBIT C-CONTRACTOR'S PAYROLL RECORD FORM RE-48 (Rev. PW 1982)

[DOWNLOAD Exhibit C online at [www.pbcchicago.com](http://www.pbcchicago.com)]

EXHIBIT D- CONTRACTOR'S RECAPITULATION OF MINORITY AND FEMALE WORKER HOURS AND PERCENTAGES

[DOWNLOAD Exhibit D online at [www.pbcchicago.com](http://www.pbcchicago.com)]

## EXHIBIT E -Cook County Prevailing Wage for June 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC		BLD		29.930	0.000	1.5	1.5	2.0	9.170	9.260	0.000	0.320
BOILERMAKER		BLD		41.230	44.940	2.0	2.0	2.0	6.720	8.940	0.000	0.350
BRICK MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
CARPENTER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	7.850	7.410	0.000	0.170
CERAMIC TILE FNSHER		BLD		32.150	0.000	2.0	1.5	2.0	6.150	7.370	0.000	0.380
COMM. ELECT.		BLD		35.440	37.940	1.5	1.5	2.0	7.400	7.660	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRIC PWR GRNDMAN		ALL		30.110	44.970	1.5	1.5	2.0	7.120	8.850	0.000	0.230
ELECTRIC PWR LINEMAN		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRICIAN		ALL		39.400	42.000	1.5	1.5	2.0	10.83	8.740	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		44.930	50.550	2.0	2.0	2.0	9.525	8.210	2.700	0.000
FENCE ERECTOR		ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		39.900	42.400	1.5	1.5	2.0	9.170	10.46	0.000	0.320
IRON WORKER		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
LABORER		ALL		34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
MACHINIST		BLD		40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS		ALL		28.650	0.000	1.5	1.5	2.0	7.920	9.970	0.000	0.550
MARBLE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I		ALL		24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II		ALL		29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
OPERATING ENGINEER		BLD	1	43.800	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	2	42.500	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	3	39.950	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	4	38.200	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
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	42.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	2	41.450	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	3	39.400	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	4	38.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	5	36.800	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
ORNAMNTL IRON WORKER		ALL		39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER		ALL		36.900	41.510	1.5	1.5	1.5	7.350	8.400	0.000	0.470
PAINTER SIGNS		BLD		30.820	34.600	1.5	1.5	1.5	2.600	2.470	0.000	0.000
PILEDRIVER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
PIPEFITTER		BLD		42.050	45.050	1.5	1.5	2.0	7.660	8.550	0.000	1.370
PLASTERER		BLD		38.100	40.390	1.5	1.5	2.0	7.500	8.440	0.000	0.400
PLUMBER		BLD		43.000	45.000	1.5	1.5	2.0	9.110	5.960	0.000	1.030
ROOFER		BLD		36.400	39.400	1.5	1.5	2.0	6.950	4.670	0.000	0.330
SHEETMETAL WORKER		BLD		39.130	42.260	1.5	1.5	2.0	9.130	11.83	0.000	0.610
SIGN HANGER		BLD		27.360	28.210	1.5	1.5	2.0	4.350	2.530	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		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300



STONE MASON		BLD	38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
TERRAZZO FINISHER		BLD	33.810	0.000	1.5	1.5	2.0	6.150	9.850	0.000	0.310
TERRAZZO MASON		BLD	37.390	40.390	1.5	1.5	2.0	6.150	11.11	0.000	0.350
TILE MASON		BLD	38.630	42.630	2.0	1.5	2.0	6.150	9.010	0.000	0.500
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	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD	38.200	39.200	1.5	1.5	2.0	6.580	9.550	0.000	0.280

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 installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

## 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; Rotary 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.