



April 1, 2020

REQUEST FOR SEALED BIDS NO. SN2004

SUBJECT: ANNUAL BUILDING REPAIR CONTRACT – MECHANICAL/HVAC SYSTEMS – DISTRICT WIDE

Prospective Bidders:

Attached, please find bid specifications for Annual Building Repair Contract – Mechanical/HVAC Systems – District Wide. You are invited to provide bid quotations on the specifications.

Kindly execute your bid quotation on the appropriate bid form, returning it in accordance with Sections 00100 through 00500, Technical Specifications and General Requirements, and including Appendix I and II documents, fully completed and signed. *The outside of the bid envelope or package must clearly indicate the Sealed Bid Number and Title, company's Name and the Bid due date, to the attention of Steve Nash, Contract Administrator.*

All sealed bids shall be received and deposited in the bid receptacle in the Office of Procurement Services, Room 102, 3901 S. State Street, Chicago, IL 60609, before 11:00 a.m. local Chicago time, Wednesday, April 22, 2020. The bids shall be publicly opened via video conference. Login information will be provided to bidders via email prior to the meeting. Bids arriving late will be returned to the vendor unopened.

We have scheduled a pre-bid conference to discuss the technical aspects of the specifications and questions relating to the award and compliance procedures for the Minority and Women Business Enterprises Contract Participation Plan (MBE/WBE Plan). The pre-bid conference is scheduled for 10:00 a.m. Friday April 10, 2020 via teleconference. Firms anticipating submitting a bid are encouraged to attend. Dial-in instructions for the pre-bid teleconference are as follows:

1. Dial the toll free number: (888) 822-7517
2. Enter the access code: 8020351 followed by the pound (#) key

We recommend that you obtain a copy of the bid before attending the pre-bid meeting. Copies can be downloaded from the Current Bid Schedule of City Colleges of Chicago found on the Procurement page of the City Colleges of Chicago website.

All questions regarding clarification or verification of these specifications or questions relating to MBE/WBE compliance procedures should be referred to Steve Nash, Contract Administrator at (773) 487-6958 or e-mail procurementservices@ccc.edu. The deadline for submitting questions is Wednesday, April 15, 2020, 12:00 p.m.

An Intent to Bid Letter, Attachment A, must be submitted, to the Office of Procurement Services via email @ procurementservices@ccc.edu, attention Steve Nash, no later than Friday, April 17, 2020, 2:00 p.m.

Sincerely,

Debra King
Interim District Director, Procurement Services

cc: *Maribel Rodriguez*
David Anthony
Steve Nash
John Brophy

REQUEST FOR SEALED BIDS

NO. SN2004

**ANNUAL BUILDING REPAIR CONTRACTOR – MECHANICAL/HVAC SYSTEMS
DISTRICT WIDE**

BY

**CITY COLLEGES OF CHICAGO
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
3901 South State Street
CHICAGO, IL 60609**

April 1, 2020

**Juan Salgado, Chancellor
Maribel Rodriguez, Chief Financial Officer
Debra King, Interim District Director of Procurement Services**

NOTICE

**SEALED BIDS ARE DUE ON
WEDNESDAY, APRIL 22, 2020
AT 11:00 A.M. ROOM 102
3901 SOUTH STATE STREET
CHICAGO, IL 60609**

**AND WILL BE OPENED AND READ PROMPTLY VIA VIDEO CONFERENCE
LOGIN INFORMATION WILL BE PROVIDED TO BIDDERS PRIOR TO THE
MEETING**

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- 1.01 Compliance with Laws
- 1.02 Vietnam Era Veterans' Readjustment Assistance Act of 1974
- 1.03 Examination by Bidder
- 1.04 Taxes
- 1.05 Preparation of Bid
- 1.06 Submission of Bid
- 1.07 Withdrawal of Bid
- 1.08 Competency of Bidder
- 1.09 Consideration of Bid
- 1.10 Acceptance of Bid
- 1.11 Exceptions
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00100 BIDDING REQUIREMENTS

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- 5.04 References

**TECHNICAL SPECIFICATIONS INDEX
ATTACHMENT B**

**APPENDIX I
TERMS AND CONDITIONS REGARDING
MINORITY BUSINESS ENTERPRISE AND THE
WOMEN BUSINESS ENTERPRISE
COMMITMENT**

**APPENDIX II
CCC ETHICS POLICY**

**APPENDIX III
IRS W-9 FORM**

**APPENDIX IV
ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT FORM**

1.01 Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board of Trustees of Community College District 508 (Owner, Board, City Colleges, CCC) which may in any manner affect the preparations of Bids or the performance of the Contract.

1.02 Vietnam Era Veterans' Readjustment Assistance Act of 1974

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 of the United States Code, Title 38, Part III, Chapter 42, in part, as follows:

"Any contract in the amount of \$10,000 or more entered into by any department or agency for the procurement of personal property and non-personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era. The provisions of this section shall apply to any subcontract entered into by a prime Contractor....."

The regulations require that: (1) Contractors list immediately with the appropriate local employment service office all of their suitable employment openings, and (2) each local employment service office gives such veterans priority in referral to openings.

Veterans who believe that a Contractor has failed or refused to comply with the above contract provisions may file a complaint with the Veterans' Employment Service of the Labor Department. The Secretary of Labor will investigate and take action on any such complaints.

Federal Contractors and Subcontractors, including colleges and universities, are now involved with the concept of "affirmative action" in three separate areas of federal law: Executive Orders 11246 and 11375, which require affirmative action for eliminating discrimination based upon race, color, religion, sex and national origin; Rehabilitation Act of 1973, which requires affirmative action in the employment of mentally and physically handicapped individuals; and the above mentioned requirements for veterans' employment. These obligations of federal Contractors should not be confused with nondiscrimination in employment requirements for all employers under Title VII of the Civil Rights Act of 1964 (as amended) and the Equal Pay Act of 1963 (as amended), or with sex discrimination requirements for all recipients of federal financial assistance under Title IX of the Education Amendments of 1972.

1.03 Examination by Bidder

The bidder shall, before submitting a bid, carefully examine the bid, plans, specifications, and contract documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the contract. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions. The City Colleges of Chicago will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

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

1.04 Taxes

The City Colleges of Chicago is a public institution and is not subject to sales tax.

1.05 Preparation of Bid

The bidder shall prepare his bid on the attached bid forms. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specifications, must be filled in correctly. 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, if required, in words.

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

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

If bidder is a sole proprietor, he shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name, must be registered with the Illinois county in which located, as provided in Chapter 96, Section 4 et sub, Illinois Revised Statutes 1967.

1.06 Submission of Bids

All prospective bidders shall submit two (2) original paper sealed bids and (3) Jump Drives. When bids are sent by mail to the City Colleges of Chicago, the bidders shall be responsible for their delivery to the City Colleges of Chicago before the advertised date an hour before the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

If you are unable to quote on this bid, please so state on the bid submittal form in Section 00500 and return it to us so that the Board may know that you had an opportunity to bid.

1.07 Withdrawal of Bids

Bidders may withdraw their bids at any time prior to the time specified as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his bid for a period of ninety (90) calendar days after said closing time for the receipt of bids nor shall the successful bidder withdraw, cancel or modify his bid after having been notified by the City Colleges of Chicago that said bid has been accepted.

1.08 Competency of Bidder

No bid will be accepted or contract awarded to any person, firm or corporation that is in arrears or is in default to the City Colleges of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City Colleges of Chicago, or had failed to perform faithfully any previous contract with the City Colleges of Chicago. The contract will be awarded

only to a responsible Contractor, qualified by experience and in a financial position to do the work specified. In order to facilitate prompt award of the contract, the bidder shall submit a Contractor's Qualification Statement, AIA Document A305 (Latest Edition). The bidders' compliance with this provision shall be made by the Purchasing Director whose decision will be final and binding.

The bidder should be experienced in the specified work with at least five years of experience in the specified type of work. The actual work shall be done by qualified and experienced mechanics working under a supervisor who has been doing this type of work for a minimum of five (5) years.

1.09 Consideration of Bids

The Board reserves the right to reject any or all Bids and to disregard any informality in the bids and bidding when, in its opinion, the best interest of the City Colleges of Chicago will be served by such action.

It is the intent of this specification to obtain competitive prices on the items and systems specified.

1.10 Acceptance of Bids

The City Colleges of Chicago will accept in writing one of the Bids or reject all Bids, within ninety (90) days from the date of opening bids, unless the lowest responsible bidder, upon request of the City Colleges of Chicago, extends the time of acceptance to the City Colleges of Chicago.

1.11 Exceptions

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

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

1.12 Interpretation of Contract Documents

If any person contemplating submission of a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the City Colleges of Chicago a written request for an interpretation thereof to **Steve Nash, Contract Administrator**, 3901 S. State Street, Room 102, Chicago, IL 60609 or e-mail them to: **procurementservices@ccc.edu**.

Such requests must be submitted no later than Wednesday, April 15, 2020 - 12:00 p.m. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the City Colleges of Chicago. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of bid. Bidder will acknowledge receipt of each addendum issued in space provided on bid page. Oral explanations will not be binding.

In the case of conflict between the written specifications and the drawings, the item with the most

stringent requirements shall apply.

Respondents requiring additional information shall contact the Buyer. Respondents who contact any City Colleges of Chicago personnel other than the Buyer will be considered in violation of the procurement rules and may have any proposal response disqualified.

1.13 Conflicts

In the event of a conflict between the Contractor's terms and conditions and those of City Colleges of Chicago, City Colleges of Chicago's terms and conditions will take precedence.

1.14 Sexual Harassment Policy

State law requires that every party to a public contract and every eligible bidder shall have a written sexual harassment policy that includes at a minimum: (1) a statement that sexual harassment is illegal; (2) the definition of sexual harassment under Illinois law; (3) a description of sexual harassment, utilizing examples; (4) the bidder's internal complaint process including penalties; (5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (IDHR) and the Illinois Human Rights Commission (IHRC); (6) directions on how to contact the IDHR and IHRC; and (7) protection against retaliation for reporting suspected sexual harassment. See Illinois Human Rights Act 775 ILCS 5/2-105.

A copy of the Bidder's sexual harassment policy shall be provided to the City Colleges of Chicago upon request. Failure to provide a copy of said policy upon request will result in rejection of the bid.

1.15 Illinois Criminal Code 33E-3 and 33E-4 Compliance

The bidder certifies that he/she is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Bidder also certifies that no officers or employees of the bidder have been so convicted that the bidder is not the successor company or a new company created by the officers or owners of one so convicted. Bidder further certifies that any such conviction occurring after the date of this certification will be reported to the public body awarding the contract or agents thereof, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the contract therewith.

1.16 Pre-Bid Meeting

We have scheduled a pre-bid conference to discuss the technical aspects of the specifications and questions relating to the award and compliance procedures for the Minority and Women Business Enterprises Contract Participation Plan (MBE/WBE Plan). The pre-bid conference is scheduled for 10:00 a.m. Friday April 10, 2020 via teleconference. Firms anticipating submitting a bid are encouraged to attend. Dial-in instructions for the pre-bid teleconference are as follows:

1. Dial the toll free number: (888) 822-7517
2. Enter the access code: 8020351 followed by the pound (#) key

We recommend that you obtain a copy of the bid before attending the pre-bid meeting. Copies can be downloaded from the Current Bid Schedule of City Colleges of Chicago found on the Procurement page of the City Colleges of Chicago website.

1.17 Performance Bond

The successful bidder shall, within seven (7) calendar day after acceptance of the bidder's bid by Owner, and at the bidder's expense, furnish a Performance Bond and Payment Bond for the full amount of the contract in the form of AIA document A312 (latest Edition). Such bond shall be with a surety acceptable to the Owner. Contractor's Contract may be terminated for failure to furnish Bond.

1.18 Basis of Award

Contract will be awarded based on the lowest responsive and responsible bid for the Total Billing Rate, Overtime Multiplier, and/or Overhead Breakdown Total.

City Colleges of Chicago reserves the right to award a contract or multiple contracts herein or reject any or all bids when, in his opinion, the best interest of the City Colleges of Chicago will be served thereby.

1.19 Contract and Term of Award

The Contractor will provide routine and emergency repairs and parts for the colleges as needed, subject to Board of Trustees approval and the execution of a contract(s). The term of the award shall be for three (3) years, with an option to renew for an additional two (2) one-year terms.

1.20 Minority/Women Business Enterprise Plan (M/WBE)

City Colleges of Chicago have adopted a Minority/Women Business Enterprise Plan (M/WBE). The successful bid will be required to comply with the requirements of the Approved Plan. Enclosed, as Appendix 1, is the "City Colleges of Chicago Conditions Regarding Compliance with the Minority and Women Business Enterprise Plan". By submitting a bid, Bidders are committing to comply with the CCC M/WBE Plan. Bidders are required to submit Schedules A and C with sealed Bid submissions. City College of Chicago is requesting direct participation with regards to compliance with M/WBE Plan requirements.

Please note that, for this Bid, CCC is requesting that any M/WBE subcontracting vendors be certified in their appropriate area(s) of expertise at the time of bid submission.

Contact Debra King, Interim District Director of Procurement at (312) 553-2590 or e-mail mwbecompliance@ccc.edu, if you have any questions regarding the M/WBE Compliance regulations or any part of the Participation Plan.

END OF SECTION

00200 GENERAL CONDITIONS

2.01 Equal Employment Opportunity

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity clause, or the Illinois Department of Human Rights, the Bidder may be non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, such other sanctions or penalties may be imposed or remedied invoked as provided by statute or regulations.

During the performance of this Contract, the Bidder agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Bidder's obligations under the Illinois Department of Human Rights.

If any such labor organization or representative fails or refuses to cooperate with the Bidder in its efforts to comply with such Act or Rules and Regulations, the Bidder will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

- E. That it will submit reports as required by the Illinois Department of Human Rights, furnish all relevant information as may from time to time be requested by the Department or the

contracting agency, and in all respects comply with the Illinois Department of Human Rights.

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Department of Human Rights.
- G. That it will include verbatim or by reference, the provisions of paragraphs A through G of this clause in every performance subcontract as defined in Section 2.10 (b) of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts so that such provisions will be upon every such Subcontractor; and that it will also so include the provisions of paragraphs A, E, F and G in every supply subcontract as defined in Section 2.10 (a) of the Department's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further, it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Department to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph G of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts:

"Section 2.10 The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- Under which any portion of the Contractor's obligation under any one or more contracts is performed, undertaken or assumed."

2.02 Contractor's Insurance

- A. The Contractor shall procure and maintain at all times, at Contractors own expense, until final acceptance of the Work covered by this Contract, and if required to return during the warranty period, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Contract, whether performed by the Contractor or by subcontractors.
- B. The kinds and amounts of insurance required are as follows:
 - 1. Worker's Compensation and Occupational Disease Insurance
Workers Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this contract. Employer's liability coverage with limits of not less than \$1,000,000 each accident or illness shall be included.
 - 2. Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverage are to be included. City Colleges of Chicago is to be named as an additional insured without recourse or right of contribution for any liability arising from this work. A provision for Fidelity must also be recited within the Policy.

3. Automobile Liability Insurance

When any motor vehicles are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage. CCC is to be named as an additional insured.

4. All Risk Builders Risk Insurance

- a. When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility.
- b. The required policy limits shall be determined at the time of a specific project assignment and shall be based upon the nature, scope, and value of the assignment.
- c. Coverage extensions shall include earthquake, flood, off site, in transit and right to partial occupancy of building if facility or building is being constructed and, if applicable, boiler/machinery and testing based on scope of work involved.

5. Certificates and Other Conditions

- a. The Contractor will furnish City Colleges of Chicago original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage have an expiration or renewal date occurring during the term of this contract. The Contractor shall submit evidence of insurance prior to contract award. The failure of City Colleges of Chicago to obtain such evidence from Contractor before permitting Contractor to commence work shall not be deemed to be a waiver by City Colleges of Chicago, and the Contractor shall remain under continuing obligation to maintain the insurance coverage.
- b. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force may constitute a violation of the Contract, and City Colleges of Chicago maintains the right to stop work until proper evidence of insurance is provided.
- c. The insurance shall provide for 60 days prior written notice to be given to City Colleges of Chicago in the event coverage is substantially changed, canceled, or non-renewed.
- d. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.
- e. Any and all deductibles on referenced insurance coverage shall be borne by Contractors.

- f. Contractor expressly understands and agrees that any insurance coverage and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the contract documents or by law.
- g. The Contractor and each subcontractor agree that insurer shall waive their rights of subrogation against City Colleges of Chicago.
- h. The Contractor expressly understands and agrees that any insurance maintained by City Colleges of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under the contract.
- i. If Contractor or its subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and each of its subcontractors, shall be responsible for the acquisition and cost of such additional protection.
- j. City Colleges of Chicago maintains the right to modify, delete, alter or change these Requirements at no additional cost to CCC.

2.03 Non-Discrimination

A Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice.

Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with supplier of materials or services, Contractors and Subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-3 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 to the Journal of the Proceeding.

When requested to demonstrate compliance, the Contractor and Subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.04 Indemnification

Notwithstanding any other terms and conditions, including any obligations regarding insurance coverage, Vendor agrees to defend, indemnify, save and hold harmless fully the Board of Trustees of Community College District No. 508, its colleges, satellite campus', officers, employees, agents, students, volunteers and contractors against any and all claims, suits or judgments, costs or expenses, including attorney's reasonable fees, (collectively ("Loss")) in connection with this Agreement. This indemnification obligation does not extend to that portion of a Loss caused by Institution's negligence, as determined by a court of competent jurisdiction in a final, non-appealable judicial order. The firm must acknowledge in their submission their willingness to indemnify City Colleges of Chicago.

The requirements listed below are mandatory for protecting the interests of the City Colleges of Chicago.

1. The successful Proposer shall indemnify and hold CCC harmless from all providers' performance or failure of performance under the resulting contract.
2. The successful Proposer shall keep CCC free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the provider.
3. The action of the successful Proposer with third parties is not binding upon CCC.

2.05 Employment

The Contractor shall comply with VA CHOICE AND QUALITY EMPLOYMENT ACT OF 2017 to give preference to the veteran of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State or its political subdivisions.

2.06 Subletting or Assignment of Contract or Contract Funds

No contract shall be assigned or any part of the same, subcontracted without the written consent of the City Colleges of Chicago; but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

The Contractor shall not transfer or assign any contract funds or claim due or to become due without the written approval of the City Colleges of Chicago having first been obtained.

The transfer or assignment of any contract funds either in whole or in part, or any interest therein, which shall be due or to become due to the Contractor, shall cause the annulment of said transfer or assignment so far as the City Colleges of Chicago is concerned.

2.07 Subcontracting

A list of all Subcontractors that will be used on any specific work order shall be submitted to the City Colleges of Chicago for approval on AIA Document G805 (Latest Edition) prior to award of a subcontract by Contractor.

If it is necessary to change a subcontractor after submittal of the original list the Contractor shall submit the change to the City Colleges of Chicago for approval, with an explanation of why the change is necessary, before a new subcontracting agreement is signed.

An executed copy of all subcontracting agreements with M/WBE subcontractors on this project shall be sent to the District Office Project Manager within five (5) working days of receiving a notice to proceed.

A copy of all purchase orders to M/WBE material suppliers on this project shall be supplied to the District Office Project Manager prior to the first payment request.

Any Sub-contractors used on a job authorized by City Colleges of Chicago shall not exceed a mark-up of 10% of that which is charged to the Contractor.

2.08 Guarantees and Warranties

Contractor shall guarantee all work installed by him or his Subcontractors to be free from defect in material and workmanship for a period of one year following the date of final acceptance of the

work, unless a longer period is stipulated under specific headings, and he shall repair or replace at no additional cost to the City Colleges of Chicago, any material or equipment developing defects and shall also make good any damage caused by such defects or the correction of defects. Repairs or replacements shall bear additional (12) month guarantee, as originally called for, dated from the final acceptance of the repair or replacement. This requirement shall be binding, even though it will exceed product guarantees normally furnished by some manufacturers.

Contractor shall submit his own and each equipment manufacturer's written certificates, warranting that each item of equipment furnished complies with all requirements of the drawings and specifications.

Note that guarantee shall run from **date of final acceptance of the work**, NOT from date of installation of a device or piece of equipment.

Should any defects develop on work under this contract, within specified periods, due to faults in materials, and/or workmanship, the Contractor shall make repairs and perform all necessary work to correct defective work as approved by City Colleges of Chicago. The Contractor shall execute such repairs, corrective within five (5) days after written notice to Contractor by City Colleges of Chicago, and the Contractor shall bear all cost in connection herewith. The City Colleges of Chicago will give notice of observed defects with reasonable promptness.

In case Contractor fails to do work so ordered, City Colleges of Chicago may have work done by others, and the City Colleges of Chicago may charge cost thereof against monies retained pursuant to the contract. If said monies are insufficient to pay such cost, or if no money is available, Contractor and his sureties shall pay City Colleges of Chicago the entire balance of the cost of such work.

2.09 Payment to Contractor

The Contractor will not be entitled to demand or receive payment under this contract until all of the stipulations, provisions and conditions set forth herein have been complied with, and the work has been accepted by the City Colleges of Chicago, whereupon the City Colleges of Chicago will, as soon as possible but no later than 30 calendar days after such completion and acceptance, pay in part or the whole, amount due the Contractor under the contract.

Partial payments will be subject to 10% retention of the monies due. Upon 95% completion of the contract the board, at its option, may reduce this retention to 5% until such time as the contract is fully completed.

All payment requests shall include certified, detailed payroll reports including, but not limited to names, classifications, pay scales and hours worked related to each specific project.

All payment requests are to be on Contractor's standard invoice form. Each invoice shall be accompanied by a Contractors Sworn Statement (Walker Form 589, 590 or 591), M/WBE Payment Status Report and the following backup material:

First Partial Payment:

Partial Waiver of Lien from prime contractor for total amount of the payment request (Cole 365P 4/80).

Second & Succeeding Partial Payments:

Partial Waiver of Lien from prime contractor for total amount of this payment request (Cole 365P 4/80).

Partial Waiver of Lien from each subcontractor for the total amount of the previous payment (Cole No. 3363 4/80)

Final or Lump Sum Payment:

Final Waiver of Lien from prime contractor for total amount of the project (Cole 3HP 4/80).

Final Waiver of Lien from each subcontractor for the total amount of their work (Cole No. 363P 4/80).

All Waiver of Liens are to be in the full amount of monies requested with no deduction for retention.

Final acceptance of the work by the City Colleges of Chicago shall not occur until written notification of such acceptance is made to the Contractor by the City Colleges of Chicago. Tests or use of the completed work by the City Colleges of Chicago shall not constitute final acceptance. Final acceptance by the City Colleges of Chicago shall not be withheld or delayed unreasonably.

Notwithstanding any other provision of this contract, final payment to the Contractor shall not be made until the work is finally accepted by the City Colleges of Chicago in the manner aforesaid, and the Contractor has provided the required full waivers of lien by all persons or corporations evidencing waiver of such lien rights, all as built drawings and operation manuals.

2.10 Completion Date

The Contractor must have fully and completely performed as per the terms and conditions of this contract within the calendar days indicated on the bid sheet from receipt of the City Colleges of Chicago's authorization to proceed with the installation, plus any extensions of time to which the Contractor is entitled by virtue of the "Delay" provisions below.

2.11 Provisions Relative to Delay

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work under this contract by any delay of the City Colleges of Chicago, or any other cause beyond the control of the Contractor, then the time herein fixed for the completion of the work will be extended for a period equivalent to the time lost by reason of such delay.

It is further expressly understood that no extension of time will be granted to the Contractor unless he, promptly upon knowledge of the causes of an unforeseeable delay of the City Colleges of Chicago, first notifies the City Colleges of Chicago in writing, stating the approximate number of days he expects to be delayed.

The City Colleges of Chicago shall then determine whether the request is justified under the foregoing paragraph and shall give written notice of the extension granted. Compliance by the Contractor with the requirement set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor shall not be entitled to an extension of time.

The City Colleges of Chicago will determine the number of days, if any, that the Contractor has been delayed.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the City Colleges of Chicago or be reimbursed for any loss of expense on account of any delay or delays resulting from delay caused by the City Colleges of Chicago and extensions of time shall be the Contractor's only remedy.

2.12 Liquidated Damages

The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Section 1.21. The Contractor and the City Colleges of Chicago understand and agree that the time for the completion of the Work described herein is a reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the City Colleges of Chicago, then the Contractor and its surety do hereby agree to pay to the City Colleges of Chicago the amount of:

Substantial Completion of Phase (s), Milestones, or Project	\$7,000 per Day
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Not as a penalty but as liquidated damages for the breach of contract occurring each and every day after the time stipulated in the Contract for completing the Work.

The City Colleges of Chicago may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.

The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the City Colleges of Chicago may grant based upon reasons determined sufficient by the City Colleges of Chicago, shall constitute a default and the City Colleges of Chicago 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 City Colleges of Chicago for a refund. Because of the difficulty of ascertaining the damage caused to the City Colleges of Chicago, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the City Colleges of Chicago to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

The Contractor must make a Dispute in writing to the Chief Procurement Officer regarding any Time Extension request to which the City Colleges of Chicago Representative and Contractor do not agree, as limited by this Section 2.111. The Contractor may not dispute the decision of the City Colleges of Chicago Representative unless the Time Extension request exceeds five (5) calendar days or the liquidated damages exceed \$14,000. The decision of the City Colleges of Chicago Representative is final for each Time Extension request of less than five (5) days, or if the liquidated damages assessed are less than \$14,000.

If Contractor fails to complete the Work according to the Target Schedule, then such liquidated damages shall be assessed. The City Colleges of Chicago will recover liquidated damages by

deducting the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys due or that may become due are insufficient to cover said damages, then the Contractor will pay the amount due.

These liquidated damages are for Contractor's delay only, and nothing contained in this Contract limits the right of the **City Colleges of Chicago** to recover from the Contractor any damages, costs and expenses sustained by the **City Colleges of Chicago** due to Contractor's other improper performance hereunder, repudiation of the Contract by the Contractor, Contractor's other failure to perform, or Contractor's other breaches in any other respect, including but not limited to defective workmanship or materials.

The Chief Procurement Officer, at his/or her's sole discretion, may increase the amount of the Retainage withheld if the Director of Procurement Services considers the Contractor's performance or the progress of the Work to be such that the City Colleges of Chicago will likely incur damages, including but not limited to liquidated damages, in excess of the amount of Retainage.

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2.13 Default

If the Contractor fails to perform the work within the specified time schedule, or shall perform the work otherwise than in accordance with the plans and specifications, or if the Contractor shall become insolvent or be declared bankrupt and shall not cure said condition within seven (7) days thereof or shall make an assignment for the benefit of creditors, the City Colleges of Chicago shall give notice in writing to the Contractor and his surety of such default, specifying the same, and if the Contract, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then the City Colleges of Chicago shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the City Colleges of Chicago at its option may call upon the surety to complete the work in accordance with the terms of this contract or may itself take over the work, including any or all materials and equipment on the grounds as may be suitable and acceptable to the City Colleges of Chicago and may complete the work by or on its own account, or may use such other methods as in the opinion of the City Colleges of Chicago shall be required for the completion of the work in an acceptable manner. All damages, costs and charges incurred by the City Colleges of Chicago, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this contract. In case the damages and expense so incurred by the City Colleges of Chicago shall be less than the sum that would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the Contractor, then the Contractor shall be entitled to receive the difference, subject to any claims or liens thereon which may have been filed with the City Colleges of Chicago or any prior assignment filed with it, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the City Colleges of Chicago the amount of such excess.

The foregoing remedies of the City Colleges of Chicago, whether exercised or not in case of default by the Contractor shall not exclude or constitute a waiver of, any remedies otherwise provided by law or in equity.

2.14 Termination

This contract can be terminated upon ten (10) days written notice by City Colleges of Chicago on the grounds of Proposer's violation of any terms and conditions of the Contract, procedures or guidelines or inadequacy of Proposer's performance or if there is no further need for the requirements. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City Colleges of Chicago for payments to be made under this agreement, then the City Colleges of Chicago will notify the contractor of such occurrence and this agreement shall terminate on the earliest of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made or due to the contractor under this contract beyond those amounts appropriated and budgeted by the City Colleges of Chicago to fund payment under this contract.

City Colleges of Chicago may terminate this Contract, or any portion of the Services to be performed under it, at any time for convenience by a notice in writing from CCC to the Proposer when the Contract may be deemed no longer in the best interest of CCC.

Termination for Default. Subject to Section 10(a) herein, this Agreement may also be terminated for default. Each of the following shall constitute an event of default by Consultant ("Default").

- i. Any material misrepresentation, whether in the inducement or in the performance, made by the Consultant to the Institution; and
- ii. A breach of a representation or warranty contained in this Agreement; and
- iii. The insolvency, bankruptcy or committing of any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors; and
- iv. Failure to comply with or perform any material provision of this Agreement; and
- v. Failure or refusal to provide enough properly skilled personnel, adequate supervision, or adequate materials and equipment of the proper quality to perform the Services; and
- vi. Causing, by any action or omission, the stoppage, delay of, or interference with, the work of any other Consultant or sub-consultant.

If a court of competent jurisdiction rules that termination of this Agreement by the Institution for default of Consultant was wrongful, then the termination shall be deemed to have been a termination for convenience.

- a. **Curable and Incurable Defaults.** Time-sensitive defaults (e.g., failure to meet deadlines) are not curable unless the Institution, in its sole and absolute discretion, extends the deadline. Such extension, however, does not relieve Consultant of liability for any damages the Institution may suffer. Consultant shall cure any default that is not time-sensitive with ten (10) calendar days after Consultant is given notice of the default.
- b. **Remedies.** In addition to any other remedies contained herein, the Institution may invoke any or all of the following remedies for a Default:
 - i. Complete the Services at Consultant's expense, either directly or through the use of contractors and subcontractors; or

- ii. Receive a refund or withhold all or any portion of the Fee; or
 - iii. Demand specific performance, an injunction or any other appropriate equitable remedy; or
 - iv. Terminate this Agreement.
- c. **Right to Offset.** All costs incurred by the Institution due to: (i) termination of this Agreement for default; or (ii) Consultant's performance of the Services; or (iii) Institution's exercise of any of the remedies available herein, may be offset by: (i) any credits due to or overpayments made by the Institution; or (ii) any payments due to Consultant for Services completed. If such amount offset is insufficient to cover those excess costs, Consultant shall be liable for and promptly remit to the Institution the balance upon written demand. This right to offset is in addition to and not a limitation on any other remedies available to the Institution.

No remedy hereunder is exclusive of any other remedy, but each remedy shall be cumulative and in addition to any other remedies at law, in equity or by statute existing now or hereafter. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver of any Default or acquiescence therein, and every such right and power may be exercised periodically and as often as may be deemed expedient. If the Institution considers it to be in the Institutions best interest, it may choose not to declare a default or terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Institution and that if the Institution permits Consultant to continue providing Services despite one or more events of default, the Consultant is in no way relieved of any of its duties and obligations under the Agreement and the Institution does not waive or relinquish any of its rights.

Additional Provisions. The parties further agree the following provisions:

a. **Cooperation with Successors.** If this Agreement expires or is terminated for any reason, Consultant shall use its best efforts to assure an orderly transition to Institution and to the successor consultant, if any. Consultant must make an orderly demobilization of its own operations, provide the Services uninterrupted until the effective day of such termination or expiration, and otherwise comply with the reasonable requests and requirements of the Institution in connection with the termination or expiration.

2.15 Prevailing Wages

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

2.16 Contract Extension Option

This contract shall be in effect for the dates indicated herein for the contract period. The District Director of Procurement and Business Services may elect to extend this contract for an additional period of one (1) year from the expiration date of this contract under the same terms and conditions of the original contract period. However, the contractor shall have the privilege of rejecting an extension of the contract period. Such rejection shall be made in writing to the Department of Procurement Services at least ninety (90) days prior to the expiration of the contract and shall state its unwillingness to agree to an extension under the same terms and unit prices.

2.17 CCC Ethics Policy

As a contractor or vendor doing business with the City Colleges of Chicago, you are required to comply with the CCC Ethics Policy. Contractors are expected to work on behalf of CCC in a manner that always complies with laws, rules, regulations and policies. By doing so and by always acting with honesty and integrity, you are allowing established values to guide your actions and decisions. The City Colleges of Chicago Ethics Policy can be found at <http://www.ccc.edu/departments/Pages/Ethics-Training.aspx>. Contractors are required to read and return a signed "ACKNOWLEDGEMENT" form with all responses. (See Appendix II)

2.18 Disclosure

The Proposer will disclose any professional or personal financial interest which could be a possible conflict of interest in representing the District. The Proposer shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts. The Proposer will be required to disclose any lobbying activities if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any sister governmental agency, member of Congress, officer or employee of Congress, or employee of a member of Congress in connection with this contract.

2.19 Debarment

Proposers must disclose that the neither the vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contract or agreement with any federal, state, county or local department or agency. If the vendor is unable to certify to this statement, it must attach an explanation to this application.

2.20 Economic Disclosure Form

Community College District No. 508 (CCC) requires the submission of an Economic Disclosure Statement and Affidavit. ("EDS"). The economic disclosure form must be completed in its entirety and notarized. (See Appendix IV)

2.21 Minimum Wage Ordinance

Effective December 11, 2014, City Colleges of Chicago (CCC) adopted Mayoral Executive Order 2014-1 which provides for a fair and adequate Minimum Wage to be paid to employees of CCC contractors and subcontractors performing work on CCC contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at: https://chicityclerk.s3.amazonaws.com/s3fs-public/document_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf. If this contract was

advertised on or after December 11, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the Chief Procurement Officer. As of December 11, 2014, the Minimum Wage to be paid is \$13.00 per hour. The Minimum Wage must be paid to:

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

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

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

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to December 11, 2014, or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

2.22 Participation by other Local Government Agencies

Other local government agencies ("Local Government Agencies") may be eligible to purchase Services pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City Colleges of Chicago's District Director of Business & Procurement Services, and if such purchases have no significant net adverse effect on the City Colleges of Chicago and result in no observed diminished ability on the Bidder to provide the Services to the City Colleges of Chicago or user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, Chicago Public Schools, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. All purchases and payment transactions shall be made directly between the Bidder and the requesting Local Government Agency; City Colleges of Chicago shall not be responsible for payment of any amounts owed by any Local Government Agency to Bidder. The City Colleges of Chicago assumes no authority, liability or obligation on behalf of any Local Government Authority.

END OF SECTION

00300 SPECIAL CONDITIONS

3.01 Permits

All permits, fees, etc., required by law for completion of this contract shall be obtained and paid for by the Contractor.

3.02 Notices

All communications and notices herein provided for shall be in writing, delivered personally or mailed first class, postage prepaid, to the Contractor by name and address listed on the bid hereof and to the District Director of Procurement and Business Services, City Colleges of Chicago, 3901 S. State Street Rm.102, Chicago, Illinois 60609.

3.03 Mark-up of Materials and Sub contractors

Percent of mark-up shall not exceed ten (10) percent for materials supplied by this contractor. Subcontractor work marked up may not exceed ten (10) percent. Subcontractors shall be limited to the same mark-ups on their work as stated above.

No additional monies shall be paid to the Contractor without either an approved Change Order or Construction Change Authorization.

3.04 Cooperation between Contractors

Unless otherwise provided in Special Conditions, if separate contracts are let or work within or adjacent to the project site as may further be hereinafter detailed in the contract documents, each Contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors.

The Contractor shall 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 Contractors within or adjacent to the limits of the project site. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

3.05 Superintendence

Contractor shall provide the service of a competent superintendent or foreman who shall be thoroughly familiar with all phases of work under his contract or subcontract, and who shall have authority to act for his principals. Such superintendent or foreman shall be satisfactory to the City Colleges of Chicago and shall not be removed without consent of the City Colleges of Chicago.

3.06 Standards for Material and Workmanship

All material shall be new and shall conform with the standards of Underwriters' Laboratories, Inc., in every case where such standards have been established for the particular material in question. All work shall be executed in a workmanlike manner and shall present a neat, mechanical appearance when completed.

Materials, the style, make or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, the City Colleges

of Chicago's written approval must be obtained prior to installation.

For ease of maintenance and parts replacement, use equipment or material of a single manufacturer.

The City Colleges of Chicago reserves the right to reject any Material List which contains equipment or material from various manufacturers if suitable materials can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.

3.07 Defective Work and Material

All material or work found to be defective or not in strict conformity with the drawings or different from the requirements of the drawings and specifications, or defaced or injured through negligence of the Contractor or his employees, or through the action of fire or weather or any other cause, will be rejected and shall immediately be removed from the premises by the Contractor and satisfactory material and work substituted therefore without delay.

Any defective material or work that may be discovered shall be corrected immediately on notice from the City Colleges of Chicago. No previous inspection or certificate on account shall be held to relieve the Contractor from his obligation to furnish sound material and to perform good and satisfactory work.

3.08 Rubbish

During the process of work, the premises shall be kept reasonably free of all debris and waste materials resulting from the work under this contract. All such debris and rubbish shall be removed from the site and legally disposed.

In the case of multiple contracts the general work Contractor shall be responsible for rubbish removal from the site, but each Contractor shall be responsible for cleanup of rubbish generated by his work daily.

Failure of the Contractor(s) to clean up as required by the City Colleges of Chicago will be cause for the City Colleges of Chicago to order this work done by others and the cost of this cleanup work deducted from monies due the Contractor.

3.09 Project Schedule

Contractors within fifteen (15) days of the issuance of a purchase order will make available, from his own staff and from those of his Subcontractors, a complete working schedule including drawing and sample submissions.

On the fifth of each month the Contractor shall report project progress. This shall state the actual progress of each job or activity through the last day of the previous month. In addition, it shall list changes and any other conditions within the purview of the Contract Documents affecting job progress.

The reports will be forwarded to the office of the College Business Manager on the afternoon of the report date, prior to the close of the work day. The Contractor shall furnish sufficient forces, construction plant, and equipment to ensure the prosecution of the work in accordance with the approved progress schedule. If the Contractor falls behind the progress schedule, the Contractor shall take such steps as shall be necessary to improve his progress and to comply with the

progress schedule and as will meet with the approval of the City Colleges of Chicago.

3.10 Surveys, Lines and Levels

The General Work Contractor shall establish on the site all necessary reference lines and permanent bench marks from which he shall establish building lines and elevations. A registered land surveyor shall be employed by the Contractor for this purpose and to lay out the work, determine all lines and elevations and shall verify same from time to time as the work progresses, and to take settlement readings as hereinafter specified. The Contractor shall be responsible for the proper location and level of all the work and for the maintenance of the reference lines and bench marks.

All dimensions and grades shown on drawings are believed to be correct, but the Contractor shall verify them at the site and notify the City Colleges of Chicago in writing of any discrepancies found before proceeding with the work; similarly as to final lines and grades established by official established lines and grades and notify the City Colleges of Chicago in writing of any discrepancies found. In the absence of such notifications, extra work caused by discrepancies shall not entitle the Contractor to extra compensation.

3.11 Samples and Shop Drawings

The term "shop drawings" as used herein includes fabrication, erection, layout and setting drawings; manufacturers' standard drawings; schedules and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems; and methods of construction as may be required to show that the materials, equipment or systems and the position thereof conforms to the Contract requirements. As used herein, the term "manufactured" applies to standard units usually mass produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall establish the actual detail of all manufactured or fabricated items; indicate proper relation to adjoining work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.

The term "samples" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications, and any other samples as may be required by the City Colleges of Chicago to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the Contract Documents. Samples approved by the City Colleges of Chicago shall establish the kind, quality and other required characteristics of the various parts of the work, and all work shall be in accordance with the approved samples.

The Contractor shall submit all required shop drawings and/or samples in accordance with the approved "Schedule for Submission of Shop Drawings and Samples" and with such promptness as to cause no delay in his work or in that of any other Contractor or Subcontractor. No extensions of time will be granted to the Contractor because of failure to have shop drawings submitted in ample time to allow for checking and approval. All shop drawings must be complete in every detail, properly identified with the name of the project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the project and to the specification paragraph number and drawing number for identification of each item, and stating qualifications, departures or deviations from the Contract Documents, if any. Shop drawings for each section of the work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space for the approval stamps

of the Contractor and the City Colleges of Chicago.

Submit one reproducible sepia transparency and one blueprint of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the specifications until final approval is obtained. Submit six copies of manufacturers' descriptive data for materials, equipment and fixtures, including catalog sheets, showing dimensions; performance characteristics and capacities; wiring diagrams and controls; schedules; and other pertinent information as required.

All shop drawings and/or samples shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the City Colleges of Chicago for approval and shall bear the Contractor's stamp of approval certifying that they have been checked. Any shop drawings submitted without this stamp of approval and certification, and shop drawings which, in the City Colleges of Chicago's opinion are incomplete, contain numerous errors or have not been checked or only checked superficially, will be returned unchecked by the City Colleges of Chicago for resubmission by the Contractor.

In checking shop drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the shop drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the work. The City Colleges of Chicago will review and approve shop drawings for design, general methods of construction and detailing; however, approval of such drawings shall not be construed as a complete check, nor shall it relieve the Contractor from responsibility for any departures or deviations from the requirements of the Contract Documents unless he has, in writing, called the City Colleges of Chicago's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules, nor from responsibility for proper fitting of the work, nor from the necessity of furnishing any work required by the Contract Documents which may not be indicated on shop drawings when approved. The Contractor shall be solely responsible for any quantities which may be shown on the shop drawings.

The City Colleges of Chicago will pass upon the shop drawings with reasonable promptness and will return them to the Contractor with the City Colleges of Chicago's stamp and signature applied thereto, indicating the appropriate action as described below

The Contractor shall submit all required samples in accordance with the approved "Schedule for Submission of Shop Drawings and Samples" and with such promptness as to cause no delay in his own work or in that of any other Contractor or Subcontractor. No extensions of time will be granted to the Contractor because of failure to have samples submitted in ample time to allow for review and approval. Unless otherwise called for in the various sections of the specifications, all samples shall be in triplicate and shall be marked, tagged, or otherwise properly identified with the name of the Contractor, the name of the project, the purpose for which the samples are submitted and the date, shall be accompanied by a letter of transmittal containing similar information together with the specification paragraph number and drawing number for identification of each item. Each tag or sticker shall have clear space for the approval stamps of the Contractor and City Colleges of Chicago.

Samples of materials which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions shall, if not submitted in the standard containers, be supplied with such labels and application instructions.

The City Colleges of Chicago will review and approve samples for aesthetics, general design and technical compliance, however, approval of such samples shall not relieve the Contractor from responsibility for any departures or deviations from the requirements of the Contract Documents unless he has, in writing, called the City Colleges of Chicago's attention to such departures or deviations at the time of submission.

On completion of the work, the Contractor shall furnish to the City Colleges of Chicago two complete sets of shop drawings for all trades, as finally approved, bearing the City Colleges of Chicago's stamp and signature and indexed and assembled by trade.

3.12 Nameplates

Manufacturers' or Contractors nameplates shall not be permanently attached to ornamental and miscellaneous metal work, furnishings and equipment, doors, frames, millwork and similar factory-fabricated products on which, in the City Colleges of Chicago's opinion, the nameplate would be objectionable if visible after installation of the work. This does not apply to Underwriters' labels where required.

3.13 Construction Practices

The Contractor and his Subcontractors shall employ only methods of construction or erection, and hoists, rigging, forms, scaffolding, cribbing, tools, structures, etc., at the site of the work which conform to the requirements of the American National Standards Institute, "Safety Code for Building Construction", "Safety Codes for Hoists, Scaffolding and Demolition", the National Safety Council, and of Local, State and Federal Laws and Building Codes.

The Contractor shall confine his construction equipment, the storage of materials and the operations of workmen to the limits indicated by laws, ordinances, permits and as may be established by the City Colleges of Chicago, and shall not unreasonably encumber the premises with construction equipment or materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

The Contractor shall enforce the City Colleges of Chicago's instructions regarding signs, advertisements, fires and smoking.

No items of equipment that are intended to form a part of the completed work shall be used as construction equipment without specific approval from the City Colleges of Chicago in each instance.

3.14 General Cutting and Patching

Each trade shall be responsible for all cutting and patching necessary for the installation its work under the supervision of the Contractor. In case sleeves or hangers are not placed in line or are improperly placed, each trade shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary.

All cutting shall be done promptly and all repairs shall be made as necessary to leave the entire work in good condition, including all cutting, fitting and drilling of masonry, concrete, metal, wood, plaster and other materials as specified or required for proper assembly, fabrication, installation and completion of all work under the contract, and including any patching as may be necessary.

Structural members shall not be cut except by written authority of the City Colleges of Chicago. Work done contrary to such authority is at the Contractor's risk, subject to replacement at his own expense if so directed.

3.15 Record Drawings

A complete and accurate record of all deviations from the drawings and the specifications shall be maintained to indicate the work as actually installed. Changes shall be recorded on prints and shall be kept at the job site for inspection by the City Colleges of Chicago together with a copy of each change order and shop drawing.

When the project is complete, and **as condition of final payment**, obtain a complete set of original drawings from the City Colleges of Chicago and record all changes made during construction on them. Deliver same to the City Colleges of Chicago, Office of Facilities Planning, together with copies of all change orders and shop drawings.

3.16 Asbestos Containing Materials

All materials used on this project shall be 100% asbestos-free and contain no asbestos fibers of any type in their composition. Any asbestos containing material that is discovered, either during the project or after the project's completion, regardless of the length of time since completion, shall be totally removed under EPA Rules & Regulations and replaced with new asbestos-free material at the Contractor's expense.

3.17 Site Locations:

Dawson Technical Institute 3901 S. State St. Chicago, IL 60609 (773) 487-6941 Mr. Bob Beucher	Daley College 7500 S. Pulaski Rd. Chicago, IL 60653 (773) 838-7738/7726 Mr. Kevin Nolan	Harold Washington College 30 E. Lake Street Chicago, IL 60601 (312) 553-5641 Mr. Jeremy Gonzalez
Humboldt Park Vocational Ctr. 1645 N. California Ave. Chicago, IL 60647 (773) 489-8946 Mr. John Haugh	Kennedy-King College 747 W. 63 rd St. Chicago, IL 60621 (773) 602-5252 Mr. Christopher Magana	Malcolm X College 1900 W. Jackson Blvd. Chicago, IL 60612 (312) 850-7232 Mr. John Morley
Olive-Harvey College 10001 S. Woodlawn Ave. Chicago, IL 60628 (773) 291-6214/6206 Mr. Robert Lumpkin	South Chicago Learning Ctr. 3055 E. 92nd Street Chicago, IL 60617 (773) 291-6781 Mr. Robert Lumpkin	Truman College 1145 W. Wilson Ave. Chicago, IL 60640 (773) 907-4856 Mr. Eugene Devine
West Side Learning Center 4624 W. Madison St. Chicago, IL 60644 (312) 850-7433 Mr. Franklin Smith	Arturo Velasquez Institute 2800 S. Western Ave Chicago, IL 60608 (773) 843-4500 Mr. Bob Jones	Wright College – North 4300 N. Narragansett Ave. Chicago, IL 60634 (773) 481-8730 Mr. Mike Dompke

END OF SECTION

0400 SUPPLEMENTARY CONDITIONS

4.01 General

AIA Document A201 (Latest Edition) General Conditions of the Contract for Construction shall govern this contract, except that Parts 1 through 3 of this Section shall supercede any corresponding parts of the AIA Document A201.

END OF SECTION

00500 BID FORMS

5.01 Bid Form for Mechanical Contractor

Based on a Contract Value of \$750,000.00 per year. Having carefully examined the specifications and being familiar with all the conditions affecting this bid, the undersigned agrees to furnish all materials, labor, equipment, and other such apparatus as required to satisfactorily meet the specifications for all needed refrigeration and HVAC repair work for the following prices: To facilitate uniformity and comparison in the event of a discrepancy between the percentage and hourly price quoted, the hourly price quoted shall govern. (All blanks must be completed.)

For purposes of bid evaluation City Colleges of Chicago will use the **Item 1 Total Billing Rates.**

Overhead and Profit Percentages must be filled out or bids may be deemed non-responsive.

Please be aware that these rates must at a minimum comply with State of Illinois Department of Labor Prevailing Wage Rate standards for **Pipefitters**.

Item.1 BASE RATE

Monday through Friday – up to eight standard hours.

	<u>FOREMAN</u>	<u>BASE - JOURNEYMAN</u>	<u>APPRENTICE- 1st Year</u>
Base Wage Excluding Fringe Benefits	\$_____/hour	\$_____/hour	\$_____/hour
Fringe Benefits	\$_____/hour	\$_____/hour	\$_____/hour
Base Wage Including Fringe Benefits	\$_____/hour	\$_____/hour	\$_____/hour
Overhead percentage ____% = (As a percentage of base wage including fringe benefits)	\$_____/hour	\$_____/hour	\$_____/hour
Profit percentage ____% = (As a percentage of base wage including fringe benefits)	\$_____/hour	\$_____/hour	\$_____/hour
Total Billing Rate:	\$_____/hour	\$_____/hour	\$_____/hour

Material Mark-Up Percentage-____%

Item 2-RATE #2

When authorized by City Colleges of Chicago

Quote a multiplier in the spaces below that will be applied to the Item 1 base rates excluding fringe benefits for hours worked on.

Overtime _____

Saturday _____

Sunday _____

Item 3-Overhead Breakdown Worksheet

For pricing purposes we estimate the value of this contract to be \$750,000 per year. Please break out the Overhead costs based on this estimate below.

Overhead Breakdown Worksheet
This section must be completed or Bid will be deemed unresponsive

Overhead percentage of \$750,000 _____ % X \$750,000.00

Overhead in \$ based on \$750,000 _____ \$

Overhead Breakdown

Office Rental, phone, equipment, supplies	\$	
Exec Office & Salaries	\$	
Mandatory Job Superintendent	\$	
Legal Expenses	\$	
Finance Costs	\$	
Workman Comp/ Unemployment Insurance	\$	
General Conditions Insurance	\$	
Accounting Expenses	\$	
Tools + Equipment Expenses	\$	
Vehicle Expenses	\$	
Estimate Time	\$	
General Expenses	\$	
Performance Bond	\$	
Overhead Breakdown TOTAL	\$	\$

*Overhead percentage in dollars must equal the sum of the Overhead Breakdown

We do not wish to bid on this project _____. Please retain us on the bidders list.

Reason for not bidding:_____

5.02 Contractors Qualification Statement for Mechanical Contractor

The following information regarding the Contractor must be provided as part of the Bid Submittal Package, attach additional sheets if necessary:

A. Company Information

Name of Company:

Type of Company: () Corporation () Partnership () Sole Proprietor

Name of principles of Company:

Name of Parent Company, if any:

Number of years in business:

Number of years in Mechanical Contracting Business:

City of Chicago License

B. INSURANCE & BONDING

Insurance Carrier (Attach Certificate of Insurance):

Bonding Company:

C. EXPERIENCE

Briefly describe company history:

List HVAC projects completed in the past year over \$50,000:
Use additional sheets if necessary.

Project Description	Cost	Contact Person	Phone Number

List HVAC/Refrigeration Maintenance contracts of the type being requested at the present time or within the last five years:

Company	Date Performed	Contact Person	Phone Number

List references for each type of equipment listed below on which you directly performed maintenance work within the last five years:

Commercial Refrigeration Equipment

Company	Date Performed	Contact Person	Phone Number

Absorption Refrigeration Chillers (200 Ton & Larger)

Company	Date Performed	Contact Person	Phone Number

Centrifugal Refrigeration Chillers (300 Ton & Larger)

Company	Date Performed	Contact Person	Phone Number

Roof Top HVAC Equipment (5 Ton & Larger)

Company	Date Performed	Contact Person	Phone Number

Roof Top Multi-Zone Equipment (40 Ton & Larger)

Company	Date Performed	Contact Person	Phone Number

High Pressure Steam Boilers (1400 Horsepower or Larger)

Company	Date Performed	Contact Person	Phone Number

Low Pressure Steam Boilers (150 Horsepower or Larger)

Company	Date Performed	Contact Person	Phone Number

Hot Water Boilers (600 Horsepower or Larger)

Company	Date Performed	Contact Person	Phone Number

D. Work Volume

State yearly dollar volume of HVAC/Refrigeration Contracting work during the past two years:

HVAC: 2018: _____ 2019: _____

Refrigeration
Service: 2018: _____ 2019: _____

List present contracts that are scheduled for the next six months over \$25,000 in value:

Company	Description	Dollar Value

E. PENALTIES, DAMAGES & WORK STOPPAGES

List any assessed penalties or liquidated damages which occurred in the past five years. Include contract terminations.

List any project in the past five years during which work was halted by the owner, architect, consultant or authorities. State project name, date and reason for shut-down.

F. SERVICE VEHICLES

Total number of trucks, vans, etc. owned:

Number of trucks equipped and stocked as Refrigeration Service Vehicles:

G. STAFFING

Total number of full-time company employees:

Number of full-time Refrigeration Serviceman:

Name(s) of Job Superintendent(s) and years of Refrigeration experience:

END OF SECTION

5.03 BID INFORMATION

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

The following Documents must be completed and included with all Bids submitted:

Section 5.02-5.03 (Contractor's Qualification Statement and Bid Submittal Forms)

Appendix I

MBE/WBE Schedule A Direct Participation
 Schedule C Letter of Intent from Certified MBE/WBE

Appendix II

Pages 4 Ethics Policy – Vendor/Contractor Acknowledgement

Appendix III

IRS W-9 Form

Appendix IV

Economic Disclosure Statement and Affidavit

Please indicate with a (X) the completed M/WBE forms that you are returning with your bid proposal.

Schedule A - Completed Yes _____ No _____

Schedule C - Completed Yes _____ No _____

Note: All bids must be signed to be considered a valid quotation.

Firm's Name: _____
 (Corporation, Partnership, Sole Proprietor)

By: _____
 (Signature and Title)

By: _____
 (Print Name and Title)

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Telephone No. _____ Fax No. _____

Email: _____ Website: _____

NOTICE:

NOTICE: Sealed bids will be due on **Wednesday, April 22, 2020** and will be opened and read aloud via video conference at **11:15 a.m.** Login information will be provided to bidders prior to the opening.

NOTE: IT IS THE RESPONSIBILITY OF THE BIDDER TO HAND DELIVER OR MAIL BIDS BEFORE THE SCHEDULED DATE AND TIME. BIDS ARRIVING LATE WILL BE RETURNED UNOPENED. WHEN RESPONDING TO THESE SPECIFICATIONS, PLEASE RETURN ONE (1) HARD COPY ORIGINAL AND TWO (2) USB DRIVES OF THE BID SUBMITTAL FORMS WITH THE APPROPRIATE M/WBE SCHEDULES.

END OF SECTION

5.04 REFERENCES

Bidders, please provide at least three (3) references, one per firm, for whom you have provided goods and/or services to those similar to what is requested in this bid. Please complete the following CCC Reference Questionnaire, Page 1 of 2, for each of your references and return them your bid. City Colleges of Chicago will send Page 2 to your references. (Please make additional copies as needed.)

CCC REFERENCE QUESTIONNAIRE

The contractor/firm listed below has named you as a reference on a project completed within the past three years and/or is currently in progress. The work performed, as indicated by the contractor/firm, is described below. Please revise any incorrect data, and/or include any additional relevant information.

Your timely completion of the following Questions, on the attached page, will assist CCC in determining the responsibility of this contractor. Your response will be "on the record" and available for the contractor/firm's review. The individual completing this questionnaire may be contacted to confirm participation. Thank you for your assistance.

Upon completion, please return this page to **Steve Nash, Contract Administrator**, via e-mail to procurementservices@ccc.edu.

TO BE COMPLETED BY PROPOSER

Reference Company Name: _____

Reference Contact: _____

Reference Fax: _____

Reference Phone: _____

Reference E-mail: _____

Name of Firm: _____

Description of Contract for Which Reference is Requested:

Contract Amount: _____

Project Completion Date: _____

ATTACHMENT A

Letter of Intent to Bid

CITY COLLEGES OF CHICAGO

LETTER OF INTENT TO BID

RE: Sealed Bid #SN2004—Annual Building Repair Contract-Mechanical/HVAC Systems-District Wide

I, _____, the undersigned being a duly authorized official of
_____ hereby acknowledge receipt of the above referenced Sealed Bid offering
and certify the intent of the firm to submit a Proposal in response to the Request.

***EXECUTE AND FAX TO THE ATTENTION OF CCC PROCUREMENT DEPARTMENT AT 312-553-2594.
NO LATER THAN Friday, April 17, 2020 - 2:00 p.m.***

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____

WEBSITE: _____

PRINCIPAL CONTACT: _____

TITLE: _____

DIRECT LINE: _____ **FAX:** _____

E-MAIL: _____

SIGNATURE: _____ **DATE:** _____

ATTACHMENT B

TECHNICAL SPECIFICATIONS

01010 SUMMARY OF WORK

1.01 Description

The work to be performed under this contract consists of non-emergency and emergency HVAC mechanical repair work, of a cost up to \$25,000, performed on a Time and Material Basis for a three year period. Emergency work over \$25,000 will be evaluated by CCC staff and may be awarded as part of this contract if advantageous to CCC or on an emergency basis. The types of HVAC repair work will be performed, including but not limited to the following:

Mechanical:

- Roof Top HVAC Units
- Roof Top Multi-Zone Units
- Air Handler Units
- Exhaust Fans
- Control Systems
- Air System Balancing
- Computer Room A/C Units
- Kitchen & Lab Refrigeration Equipment
- Absorption and Centrifugal Refrigeration Machines
- Boiler Repair
- Tests and Adjustments
- Pipe Insulation
- Gas Piping
- Closed Hydronic Heating System Piping
- Steam and Condensate Piping
- Chilled & Condenser Water Piping
- DDC Controls

1.02 Permits, Building Codes

All work shall comply with the City of Chicago Building Code, IEPA and other regulations as applicable. Contractor shall obtain and pay for all required permits before work is commenced.

1.03 Use of Apprentices

Use of Apprentices on this project is encouraged. Apprentices who have completed training at Dawson Technical Institute are preferred.

1.04 Occupancy

The buildings will be in operation at the time this work will be done. Contractor shall coordinate any shut-downs with the college Chief Engineer and take all necessary precautions to insure the safety of staff and students.

1.05 Contact Person

The contact person at each College, unless designated otherwise, is the Chief Engineer.

1.06 Storage Area

The Contractor shall be assigned storage space within the building. Material and equipment must be kept within the space assigned by the Chief Engineer.

1.07 Protection

The Contractor shall take all necessary steps to protect all existing finishes during his work including existing floor tile and shall repair and/or replace any damaged material. Contractor shall clean the work space nightly.

1.08 Ordering Procedures for Building Repair Work

CCC will implement the following procedures for all work to be performed under this contract by the successful bidder. The successful bidder will adhere to the procedures set forth by CCC. These procedures may be subject to modification as required by CCC.

1. Non-Emergency building repair and minor work :

District approved contractors will be used for the covered trades and services for this work after the issuance of a Purchase Order by District Office.

Process:

1. College will complete the appropriate portions of a Request for Bid/Cost Estimate form, including detailed description of work, and transmit this form to the Contractor (Exhibit A).
 2. Contractor will complete form and return to College staff along with a detailed cost breakdown on Contractor's estimate sheets showing separately the expected labor and material costs of each item.
 3. College will review the work request and transmit hard copies of the completed Request for Bid/Cost Estimate form, contractor's detailed cost breakdown, and any relevant specifications and drawings for the proposed work to the college business office.
 4. District Office will verify that the scope of work is within contract authority, review the Contractor's pricing and approve purchase order(s) for approved work.
2. Emergency work will be processed as follows:
1. College will telephone the District Office Facilities and Plant Management to advice of emergency and fax to District Office (fax# 312/553-2565) the completed Request for Bid/Cost Estimate form (Exhibit A). Emergency work will be performed on a Time and Material basis.

2. District Office will review request and authorize the emergency work.
3. District Office will issue a purchase order to the contractor after receipt and review of contractor's Time and Material information.

1.09 **Bid Pricing**

The bid sheet shall include pricing for the following:

MECHANICAL CONTRACTORS

Item # 1 - Base Rate: Monday through Friday – up to eight standard hours (includes fringe benefits)

When authorized by City Colleges of Chicago

Item # 2: Quote a multiplier rate that will be applied to the Item 1 base rates excluding fringe benefits for hours worked on

Overtime _____

Saturday _____

Sunday _____

1.10 **Base Wage Definition**

It is understood and agreed that the cost of Fringe Benefits shall be included in the Base Wage Including Fringe as stated on the bid sheet.

Fringe Benefits - All payments into employees welfare, pension plans, vacation and holiday funds, personal accounts, savings plans, apprentice programs and any other fringes.

1.11 **Overhead Definition**

It is understood and agreed that the cost of all of the following items shall be included in the overhead percentage rate as stated on the bid sheet.

Office Rental - Telephone service, office equipment, office supplies.

Salaries - Salaries of Contractor's executive officers and office employees in whatever capacity employed; whether employed in the office, at the job site, or elsewhere in connection with the work under these specifications.

Job Superintendent – Mandatory- At least one person shall be designated as the job superintendent. The name of such person or persons shall be listed in the Bid. The job superintendent shall be the Contractor's agent for reviewing projects in the field with the City Colleges of Chicago and shall be the person to whom the City Colleges of Chicago will channel all inquiries concerning work in progress or work to be started under this Contract. The job superintendent shall be readily available to review all phases of any project when requested by the City Colleges of Chicago. The City Colleges of Chicago shall be notified immediately of any changes in persons designated as job superintendents.

Legal Expenses - Any and all legal expenses incurred by the Contractor in connection with any work under this Contract.

Finance Costs - Any costs incurred by the Contractor in financing the project, including cost of capital employed and money borrowed and that necessary to take advantage of cash discounts.

Premiums - Premiums for Workmen's Compensation and Unemployment Insurance. Contractor's share of Social Security Payments, and other such expenses based on payrolls of labor performed in connection with the work under this Contract.

Insurance Premiums - Premiums for insurance that the Contractor is required by the General Conditions or by law to carry, including Contractor's Liability, Property Damage, Vehicle Insurance, and insurance on tools and equipment.

Accounting Records - All bookkeeping and accounting expenses, including maintenance of adequate up-to-date cost control records on each project, payroll records, purchase and material records, and other records of cost chargeable to the project, all kept in such a form that they can be checked at any time by the City Colleges of Chicago's Auditors.

Tools and Equipment - Any and all construction tools and equipment considered to be normal to the trade.

Repairs - Costs of repair of damage to any of City Colleges of Chicago's property or to public utilities or public property through negligence of the Contractor, its employees or its subcontractors.

Vehicles - Vehicles, including use of cars and trucks, all fuel, depreciation, maintenance and repair costs, cost of drivers and parking fees.

Estimates - Before approving a Work Order to initiate a specific project, the City Colleges of Chicago will request a not to exceed cost estimate from the Contractor showing estimated costs of material, labor, subcontracts, and rental equipment, together with start and completion dates for the project. All costs pertinent to the preparation of such estimates are included in the "Hourly Labor Charge".

Corrections - Corrections and, when necessary, replacement of defective materials and workmanship.

General Expenses - All overhead and general expenses of any kind not expressly itemized as a "job cost" in these Specifications.

Guarantees - All costs incurred by the Contractor in connection with providing the City Colleges of Chicago with the required \$750,000 Performance Bond guarantees and waivers of lien.

1.12 Job Costs For Which the Contractor Will be Reimbursed

It is understood and agreed that the work on each project under the Contract will be on a Time and Material Basis not to exceed the cost estimate supplied by this Contractor. These costs are herein defined as "job costs" for which the Contractor shall be reimbursed by the City Colleges of Chicago as defined in the Agreement and will include and be limited to the following items enumerated below and herein specified.

Total Billing Rate: The City Colleges of Chicago will reimburse the Contractor only for actual hours of labor worked on a project. The time required for material and/or equipment pick-up and delivery, travel time to and from the job site is considered part of general expenses and is not billable.

No overtime, premium, incentive pay or other fringe benefits will be recognized by the City Colleges of Chicago as a job cost, except when overtime work has been authorized in writing, by the City Colleges of Chicago in advance of such performance, or confirmed in writing by City Colleges of Chicago if ordered verbally.

Materials: Material costs shall be based on the net cost of materials to the Contractor from the Contractor's usual sources of supply with all usual trade practice discounts deducted. All cash discounts shall be deducted in determining the material costs. Mark-up of Material costs shall not exceed 10%.

The District reserves the right to audit invoices paid by the contractor for material used in connection with this contract.

"Material costs" shall include all applicable taxes except for the Illinois Use Tax from which the City Colleges of Chicago is exempted.

Cost for materials shall include only those materials incorporated into or consumed by the Work or material's surplus to the project needs which may be approved by the City Colleges of Chicago for retention by the City Colleges of Chicago.

Materials taken from the Contractor's stock shall be billed at the current market replacement cost delivered to the Contractor. Market quotations, invoices, or other suitable evidence from wholesalers, distributors, or jobbers of the articles or materials so furnished shall be submitted by the Contractor as proof of replacement cost. No sales tax may be charged on any stock material even though the Contractor may have already paid it.

Used materials which the Contractor has available and which may be approved for use on a project shall be supplied at an agreed delivered cost or on a rental basis with an agreed price for the material which is incorporated in the work. Before any such material is delivered, the City Colleges of Chicago shall agree to the terms of such purchase or rental in writing.

The City Colleges of Chicago reserves the right to purchase material, equipment, or Job required merchandise, or to furnish such items from City Colleges stock. No mark-up percentage on materials so furnished will be allowed.

In the event special covering or protection is required in addition to normal protective material for carpeted areas or finished floors, the materials shall be new, of a puncture-resisting, waterproof and non-staining nature of a type approved by the City Colleges of Chicago and shall be laid with well lapped joints and cemented as necessary to prevent water seepage. The materials used for this purpose shall be included as a separate item of "Job Costs" in the itemized invoice and shall be billed at a cost not exceeding the prevailing retail costs with no mark-up percentage.

Where the Contractor has more than one project in progress for the City Colleges of Chicago, the Contractor shall not remove materials from one project to another without approval from the City Colleges of Chicago. If such transfers are made, complete records shall be kept of credits to one project and change to the other, with delivery slips signed by the foreman receiving such materials the same as they would be if materials were received from any other source.

Subcontracts - All Subcontracts shall be subject to approval, in writing, by the City Colleges of Chicago.

At least two quotations for subcontract work shall be obtained when the quantities can be determined and the costs will exceed \$1,000. Subcontract work shall be paid at the same base rate of the contractor for same trade work. If other trades need to be used for a complete project, contractor shall be entitled to a 10% markup on the subcontractor's base price.

Where subcontracts involve material or work which will be indeterminate, the Contractor shall arrange for cost-plus subcontractors to cover the work. In that event, the Subcontractor shall provide the same types of cost records for material and labor as are required by the City Colleges of Chicago from the Contractor.

In the event that the City Colleges of Chicago assigns more work than the Contractor can handle without undue delay, such work may be subcontracted if so agreed to by City Colleges of Chicago.

Equipment Rental - The City Colleges of Chicago will reimburse the Contractor for rental of special equipment required for the performance of the work. Rental of such equipment shall require approval, in writing, of the City Colleges of Chicago prior to commencement of the use thereof. Reimbursement shall be made for equipment and tools for which the rental fee is more than \$100.00 per eight (8) hour day.

Reimbursement shall be actual rental costs to the Contractor and shall not exceed ten (10) percent above the rates listed in the latest edition of "Average Rental Rates for Construction Equipment," compiled by the Associated Equipment Distributors.

The City Colleges of Chicago reserves the right to approve or reject requests for payment of rental fees for equipment considered to be essential to the trade.

The Contractor may be reimbursed for use of special equipment which he owns (Boom Truck, Crane, Backhoe, Large Compressor) at the standard rental rate when required on a project.

1.13 Other Contracts

The City Colleges of Chicago reserves the right to accept or reject any cost estimate submitted by the Contractor and retains the right to let other contracts in connection with this work.

1.14 Records of Project Costs

The Contractor shall keep and preserve an accurate record of all labor, material, and all other costs entering into or pertaining to the work and shall set up and keep full and detailed accounts as may be necessary to the proper financial management under the Contract and to reflect and record properly all financial transactions thereunder. City Colleges of Chicago's auditors shall have the right to examine, check and audit the same at all times; and the Contractor shall preserve all such records for a period of one year after the final payment hereunder.

Notwithstanding any provision to the contrary, the Contractor shall submit a copy of its certified payroll record along with its request for payment or invoice showing the name and address of each employee who worked on the job, his/her classification, pay rate, hours worked, etc. Contractor shall also include a certified statement of MBE/WBE participation on each project.

1.15 Accident Reports

The Contractor shall report any type of accident to the Chief Engineer immediately and fill out the necessary accident report forms. Additional and subsequent information required or that becomes available shall be forwarded to the Chief Engineer immediately.

1.16 Facility Access and Use

The Contractor will be required to arrange with the Chief Engineer for proper means of ingress and egress for personnel, materials, equipment, etc., to and from the buildings. The Contractor's employees shall be required to comply with the City Colleges of Chicago's Policies and Procedures.

1.17 Deductions for Uncorrected Work

If the Board deems it expedient to correct deficient work not done in accordance with the Contract, an equitable deduction from the contract price shall be made.

1.18 Hours of Work

The Contractor shall maintain such hours as will enable him to complete the work within the time specified and agreed for the completion of the project and the Contractor shall pay and bear all labor and costs occasional thereby.

Unless premium time work is done at the request of the City Colleges of Chicago, the cost of any and all premium time work or pay shall be borne by the Contractor. The City Colleges of Chicago shall be under no obligations, however, to request the Contractor to meet and fulfill its obligations, under the preceding paragraph hereof, or to bear the cost of the same.

Should the Contractor be requested and be given written authorization by the City Colleges of Chicago to work premium time, the City Colleges of Chicago will be required to pay for such additional cost.

1.19 Use of Existing Utilities

The City Colleges of Chicago will permit the Contractor the use of electric power, electric lighting and water necessary to fulfill the requirements of the project where these services occur in the immediate vicinity. On this regard the Contractor shall confer with the Chief Engineer to make the necessary arrangements. All extension cords for power and/or artificial light must be in accordance with UL Standards, City of Chicago and safety codes.

The Contractor shall provide his own connection to the facilities at such points as designed by the Chief Engineer.

1.20 Emergency Service Calls

The Contractor shall have a labor force capable of responding to Emergency Service Calls within a maximum time of two (2) hours, 24 hours a day, 7 days a week.

The Contractor shall supply the home telephone and cell numbers and any other means of contacting the following individuals at times other than normal work hours:

Job Superintendent(s);
Back-up Superintendent;
Owners and/or principals of the company;

END OF SECTION

01045 CUTTING AND PATCHING

PART 1 GENERAL

1.01 Requirements Included

Requirements and limitations for cutting and patching of work.

1.02 Related Requirements

Specified elsewhere:

Section 01010 - Summary of Work.

Section 15000 - General Provisions for Mechanical Work

Section 16000 - General Provisions for Electrical Work

1.03 Submittals

Submit written request in advance of cutting or alternation which affects:

Structural integrity of any element of Project.

Integrity of weather-exposed or moisture-resistant element.

Efficiency, maintenance, or safety of any operational element.

Visual qualities of sight-exposed elements.

Work of Owner or separate contractor.

Include in request:

Identification of Project.

Location and description of affected work.

Necessity for cutting or alteration.

Description of proposed work, and products to be used.

Alternatives to cutting and patching.

Effect on work of Owner or separate contractor.

Written permission of affected separate contractor.

Date and time work will be executed.

PART 2 PRODUCTS

2.01 Materials

Those required for original installation or as specified by the City Colleges of Chicago.

For any change in materials, submit request for substitution under provisions of Section 00100.

PART 3 EXECUTION**3.01 General**

Execute cutting, fitting, and patching, including excavating and filling, to complete Work and to:

- Fit the several parts together, to integrate with other work.
- Uncover work to install ill-timed work.
- Remove and replace defective and non-conforming work.
- Remove samples of installed work for testing.
- Provide openings in elements of Work for penetrations of mechanical and electrical work.

3.02 Inspection

Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

After uncovering, inspect conditions affecting performance of work.

Beginning of cutting or patching means acceptance of existing conditions.

3.03 Preparation

Provide supports to assure structural integrity of surrounding; devices and methods to protect other portions of Project from damage.

Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

3.04 Performance

Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.

Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.

Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

Restore work with new products in accordance with requirements of Contract Documents.

Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

At penetrations of fire-rated wall, ceiling, floor or roof construction, completely seal voids with fire-rated fire-resistant material, full thickness of the construction element.

Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

01710 CLEANING**PART 1 GENERAL****1.01 Work Included**

Cleaning existing surfaces as shown on the Drawings and specified herein, including but not necessarily limited to the following:

- Cleaning concrete walls.
- Cleaning facing tile.
- Cleaning resilient tile and base.

Cleaning and sealing concrete floors.
 Cleaning wood flooring.
 Cleaning glass and plastic sheet glazing.

1.02. Related Work

Specified elsewhere:

Section 01010 - Summary of Work.
 Section 03300 - Cast-In-Place concrete.
 Section 04520 - Masonry Restoration.
 Section 08800 - Glazing.
 Section 09210 - Gypsum Plaster.
 Section 09410 - Portland Cement Terrazzo.
 Section 09560 - Wood Strip Flooring.
 Section 09660 - Resilient Tile Flooring.
 Section 09900 - Painting.

1.03 Quality Assurance

Cleaning materials shall be products of manufacturers who agree to have qualified representatives visit the site at the beginning of the Work and periodically thereafter as necessary to ensure the proper use of the cleaning materials, to facilitate development of test panels and to make changes in materials and methods as conditions warrant.

1.04 Submittals

Submit the following in accordance with Section 00100:

Manufacturer's Literature: Materials description and application instructions for each type of material.

1.05 Test Panels

Before undertaking the cleaning of surfaces, clean test panels of the surfaces in least noticeable locations to determine the effect of the cleaning materials and methods on the surfaces to be cleaned. In each case submit a written description of the materials and methods recommended and test result to the Architect for approval; state location of test panel. Minimum test panels shall be as follows:

Concrete wall: 20 sq. ft.
 Facing Tile: 20 sq. ft.
 Resilient tile: 20 sq. ft.
 Cleaning and sealing concrete floors: 20 sq. ft.
 Cleaning wood floors: 2 sq. ft.
 Cleaning glass: 10 sq. ft.

1.06 Job Conditions

Hazards Control:

Store volatile wastes in covered metal containers and remove from premises daily.
 Prevent accumulation of wastes which create hazardous conditions.
 Provide adequate ventilation during use of volatile or noxious substances.

Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

Rubbish and waste materials shall not be burned or buried on the premises.
 Volatile wastes such as mineral spirits, oil, or paint thinner shall not be poured into storm or sanitary drains.

Protect from damage all surrounding material which may come in contact with cleaning material.

PART 2 PRODUCTS

2.01 Acceptable Manufacturers

Hillyard Chemical Company.

Huntington Laboratories, Inc.

West Chemical Products, Inc.

2.02 Materials

Masonry Cleaner:	<u>Material</u> Re-Juv-Nal No. 1 Cleaner Westkleen	<u>Manufacturer</u> Hillyard Huntington West Chemical	
General Purpose Cleaner:	<u>Material</u> Super Shine-All Spal Concentrate All-Purpose Cleaner	<u>Manufacturer</u> Hillyard Huntington West Chemical	
Resilient Flooring Finish:	<u>Sealer</u> Hil-Tex II Trove Floor Finish Westile	<u>Wax</u> Super Hil-Brite Weatherall 2 Ensure	<u>Manufacturer</u> Hillyard Huntington West Chemical
Concrete Sealer:	<u>Material</u> Cem-Seal II Seal-0-Tile Filpor	<u>Manufacturer</u> Hillyard Huntington West Chemical	
Wood Floor Finish:	<u>Sealer</u> Penetrating Seal No. 21 Penetrating Seal-0-San Penetrating Sealer	<u>Wax</u> Super Hil-Brite Weatherall 2 Ensure	<u>Manufacturer</u> Hillyard Huntington West Chemical

PART 3 EXECUTION

3.01 Cleaning Procedures

Concrete Walls and Facing Tile:

Thoroughly pre-wet surfaces to be cleaned. Apply a dilute solution of masonry cleaner or general purpose cleaner of concentration determined from test panel. Allow application to set 1-3 minutes but do not allow to dry. Apply solution with a masonry washing brush. Rinse surfaces with clear water.

Resilient Tile Floors and Base:

Scrub floor with dilute solution of general purpose cleaner of concentration determined from test panel. If floor has heavy polish build up, strip finish with wax stripping compound, using nylon or fine steel wood pads. Thoroughly rinse floor and when dry apply a thin coat of sealer. When sealer is dry apply 2 coats of wax and buff.

Concrete Floors:

Scrub floor with a dilute solution of general purpose cleaner of concentration determined from test panel. Rinse floor and allow to dry. Apply 2 coats concrete sealer specified. Buff each coat.
Wood Floors (Not being re-finished):

Scrub floor with a dilute solution of general purpose cleaner of concentration determined from test panel. Rinse floor and allow to dry. Apply 2 coats of penetrating sealer. Let each coat dry thoroughly. Burnish surface with #2 steel wool and power machine. Clean floor thoroughly and apply 2 thin coats wax. Buff each coat.

Glass and Plastic Sheet:

Wash glass using soft, clean, grit-free cloths, mild soap, detergent and water, or a slightly acidic cleaning solution, and follow immediately with clean rinse water. Promptly remove excess rinse water with a clean squeegee. Remove grease and glazing material smears with commercial solvents such as xylene, toluene, mineral spirits or naphtha and follow with normal wash and rinse. Exercise care so as to avoid damage to glazing materials by over-generous application of strong solvents. Powder cleaners, or cleaners with abrasives shall not be used.

Wash plastic sheet with mild soap or detergent and lukewarm water using soft clean cloths or sponge; follow immediately with clean rinse water. Remove grease, glazing material smears and paint splashes before drying by rubbing lightly with a good grade naphtha, isopropyl alcohol or product recommended by sheet manufacturer. After removing spots wash and rinse sheet again and dry with chamois or moist cellulose sponge. Powder cleaners, cleaners containing abrasives and highly alkaline cleaners shall not be used. Sheet shall not be scraped with razor blades, or sharp instruments. Benzene, leaded gasoline, acetone or carbon tetrachloride shall not be used.

02081 ACCESS TO ASBESTOS CONTAMINATED CEILINGS

PART 1 GENERAL

1.01 Scope

This is a general specification for controlling potential asbestos contamination on the 1st and 2nd floors and some areas of the basement at Malcolm X College, ceiling tile in the out buildings at Daley and Olive-Harvey Colleges. The work requires small area ceiling access and no asbestos abatement.

If, upon accessing a ceiling section, it is discovered that there is a considerable amount of ACM debris on the ceiling tiles in the immediate vicinity due to delamination from the deck, the Contractor is to notify the Project Manager. If upon inspection, it is determined that the amount of ACM is excessive, it will become the responsibility of CCC to clean the accessed area.

The Contractor is to provide all labor, material and equipment necessary to perform ceiling access. Contractor is to properly bag all ACM materials encountered during the work. CCC will dispose of such materials.

Contractor is responsible for careful clearing of ACM at those points where his work must be mounted or attached to the building structure.

Contractor is responsible for any personnel monitoring required for the work.

All work conducted must conform to the Asbestos Abatement Act and Rules and Regulations (The Act) Illinois Dept. of Public Health, EPA Rules and Regulations, OSHA and city codes.

1.02 Work Included

Preparation of the space to create a partially contained area via use of a "clean-cube" or similar device.

Removal, cleaning and salvaging of designated ceiling tile and support grids.

Cleaning of immediate area surrounding access opening.

Replacement of ceiling tiles removed or installation of new tiles if existing tiles are damaged.

PART 2 MATERIAL

2.01 Equipment & Material Required

Contractor shall furnish all equipment and material as required by his employees working on the site. The following is a list of the types of equipment and supplies that are required.

- Clean Cubes or similar devices
- Flashlights, hard plastic cover
- Pails, plastic
- Hudson Sprayer (3) filled with amended water
- Respirators, 2 Face
- Disposable Clothing: Suits (XXXL)
- Wiping Cloths
- Bath Towels
- 6-mil "Asbestos" waste bags
- 6-mil clear "plastic"
- 6-mil Black Plastic
- Yellow Asbestos Warning Labels
- Vacuum with HEPA filter
- Scissors
- Plastic Sprayer (3/4 or 1 gal. size) filled with encapsulant

PART 3 EXECUTION

3.01 Ceiling Access

The following procedure is to followed whenever access to a ceiling area that contains ACM is required:

Preparation

1. Cover floor, furniture and fixtures within a 10 foot radius of the work site with plastic.
2. Close drapes when in an office space or use black plastic walls when in hallways to visibly isolate work area from occupied areas and to restrict access.
3. Place warning signs at entrance to worksite (RESTRICTED AREA-AUTHORIZED PERSONNEL ONLY).
4. Erect clean cube.
5. Notify Chief Engineer to shut down ventilation and exhaust systems.
6. Remove street clothes and place in a clean bag, put on disposable coveralls, head covering and respirator protection.

Access

1. Partially open ceiling tiles and lightly spray ceiling plenum with a water/surfactant mixture.
2. HEPA vacuum all visible ACM from top of tile and carefully remove ceiling tile.
3. Place individual tiles in ACM trash bag if damaged.
4. HEPA vacuum all support grids.
5. HEPA vacuum all visible ACM from equipment above ceiling in the vicinity of the work area. This includes conduit, duct work, and other piping.

Work

1. Do required work in ceiling area.
2. Frequently mist ceiling plenum air space to reduce airborne fiber concentrations.
3. Spray encapsulant on ceiling tiles surrounding accessed area.
4. Replace the ceiling tiles.

Cleanup

1. HEPA vacuum and wet wipe all visible debris from tools and equipment, plastic drop covers and surrounding floor if necessary.
2. Bag all plastic coverings and dispose of as ACM.
3. While still wearing the protective equipment, HEPA vacuum the disposable clothing respirators.
4. Remove the protective equipment and change into street clothes.
5. Notify Chief Engineer to start ventilation and exhaust systems.

END OF SECTION

15000 GENERAL PROVISIONS FOR MECHANICAL WORK**1.01 General**

The conditions outlined in this section shall apply to all Mechanical Contractors including Ventilation, Piping, Heating, Refrigeration and Plumbing.

The Specifications shall be understood to cover, according to their intent and meaning, complete operating systems.

Minor items and accessories or devices reasonably inferable as necessary to the complete and proper operation of any system shall be provided by the Contractor and Subcontractor for such system whether or not they are specifically called for by the Specifications and Drawings.

1.02 Standards and Regulations

The work under the various Sections shall comply with the latest editions of the applicable standards and codes of the following:

- City of Chicago Building Code
- American Society of Mechanical Engineers, Boiler Code and Unfired Pressure Vessel (ASME)
- American Society for Testing Materials (ASTM)
- American Standards Association (ASA)
- Underwriters' Laboratories (UL)
- National Electrical Manufacturers Association (NEMA)
- National Fire Protection Association (NFPA)
- Occupational Safety and Health Act (OSHA)
- American Welding Society (AWS)
- American Water Works Association (AWWA)
- American Conference of Governmental Hygienists
- Governing Federal Standards
- Sheet Metal & Air Conditioning Contractors National Association (SMACNA)

All workmanship and materials shall conform to the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction, irrespective of any statements herein to the contrary.

All changes in the work of this contract which may be required by said departments or bureaus of by the laws or ordinances, when approved and ordered by the owner, shall be made by the contractor without extra cost to the owner.

However, when these Specifications and/or Drawings call for or describe materials, workmanship or construction of a better quality, higher standard or larger size than is required by the above mentioned rules and regulations, the provisions of these Specifications and/or Drawings shall take precedence over the requirements of said ordinances, rules and regulations. The Contractor shall furnish, without extra charge, all additional material or labor or both required for compliance with these ordinances, rules and regulations, although not mentioned in these Specifications or not indicated on the Drawings.

1.03 Workmanship

Except as hereinafter specified, all piping shall be installed level.

All piping systems shall be installed with a slight downward pitch to the lowest part of the system so that they can be completely drained. All water piping systems and equipment shall be provided with valved drains piped to floor drains or open wastes as indicated on the Drawings and if not indicated as directed by the Owner.

All soil, waste piping installed within the building shall be installed with a minimum of 1/8" in 1' pitch in the direction of flow.

All piping shall be run parallel to lines of the building unless otherwise distinctly shown or noted on the drawings.

In no case shall any pipe be installed where it is supported on or suspended from another pipe or duct.

Mains or branches above furred ceilings shall be installed above level of furring.

All piping shall be installed concealed from view above ceilings, in partitions or shafts, etc., unless otherwise specified or noted.

1.04 Coordination of Work between Various Trades

Contractor shall thoroughly inform himself of the intricacies of work which is to be performed by the other trades and perform his contractual obligations, full coordination with aforementioned trades.

1.05 Drawings and Specifications

Drawings may be issued for use on various projects to show proper installation of various appliances or equipment.

The Contractor shall fully inform himself regarding any and all peculiarities and limitations of spaces available for the installation of all materials and work furnished and installed under this Contract. Contractor shall exercise due and particular caution to determine that all parts of the work be made quickly and easily accessible. Although the location of equipment may be shown on the drawings in certain positions, the Contractor shall be guided by the Architectural details, conditions at the job, correlating his work with that of other sections. The Drawings are essentially diagrammatic, intended to indicate the scope of the work to be done, and are not to be used for fabrication purposes.

These Specifications, are to be considered as important and integral parts of same, and anything omitted from one and embodied in the other is to be considered as essential to the requirement of the contract and must be furnished and installed by the Contractor. The Drawings indicate required size and points of termination of piping and ducts and suggest proper routes of piping and ducts to conform to structures, avoid obstruction and preserve clearances. However, it is not the intention of the Drawings to indicate all necessary offsets and it shall be the responsibility of the Contractor to install piping and ductwork in such a manner as to preserve head room and keep all openings and passageways clear.

It is intended that apparatus shall be located symmetrically with Architectural elements, notwithstanding the fact that locations indicated by the Drawings may be distorted for clearness in presentation.

Where discrepancies are found by the Contractor after award of a project between the Specification Sections or between Drawings, or any contradictory sizes or plate numbers describing the manufacturer's items, such shall be brought to the attention of the Owner and the Owner shall determine the proper items to be used.

1.06 Submittals

Shop Drawings shall be submitted for, but not be limited to the following equipment or systems:

- | | |
|-------------------|-----------------------|
| - HVAC Equipment. | - Heating Convectors. |
| - Fan Units. | - Exhaust Fans. |
| - Valves | - Plumbing Fixtures |
| - Controls | - Pumps |

1.07 Coordination

All fixtures, equipment, devices, etc., shall be positioned to avoid all interferences with and to assure proper coordination with other parts of the work, including partitions, wall, floor and ceiling patterns, architectural features, etc. All recessed devices, fixtures, etc., shall be coordinated with all wall, floor and ceiling patterns. The owner will work out conflicts and adjustments where such adjustments are warranted. Changes in equipment shall be incorporated in the shop drawings.

1.08 Construction Requirements

The locations of all pipes, fixtures, ducts, etc., as shown on the drawings are diagrammatical and approximate only, and are understood to be subject to such revisions as may prove necessary and desirable at the time the work is installed.

Due to the small scale of the drawings, it is not possible to show all offsets and detail every point at which exigencies of construction may require special attention. All additional equipment and accessories required to correlate the above shall be furnished and installed by the contractor at no extra cost to the owner.

The drawings show the arrangement of all piping, ductwork and conduit. Should local conditions necessitate any rearrangement or if same can be installed to better advantage in a different manner, before proceeding with the work, prepare and submit five (5) copies of drawings showing the proposed rearrangement for the approval of the owner. Upon the approval of the drawings, furnish and install such fittings, and accessories as may be required to make a complete and workable job at no additional cost to the owner.

If it is proposed to install equipment requiring space conditions other than those shown, assume full responsibility for the rearrangement of the space and obtain the approval of the owner before proceeding with the work.

1.09 Motors

Electrical current characteristics, unless otherwise specified, are 120 volt, single-phase, 60 HZ; and 208 volt, 3-phase, 60 HZ and 480 volt, 3-phase, 60 HZ.

Furnish and install all required motors for equipment included under the Mechanical Section of work. Unless otherwise specified or approved, all motors shall be as manufactured by:

- | | | |
|--------------------|----------------|------------------|
| - General Electric | - Wagner | - Allis-Chalmers |
| - Marathon | - Westinghouse | |

All motors shall be NEMA Standard, designed of ample size to operate at their proper load at full speed, continuously, without causing noise or vibration or temperature rise in excess of their rating.

Motors less than 2 HP shall be wound for 115 volts, single-phase, 60 HZ operation and shall be of capacitor type, 40 degrees C. continuous rise, open drip-proof type and shall be equipped with oil lubricated ball bearings.

No motor speed shall exceed 1650 RPM unless otherwise specified.

All electric wiring between power centers, motors and their starters will be provided under the Electrical Work Section. Motors will be furnished by this Contractor as herein specified.

It shall be the responsibility of the Contractor furnishing motors to provide an appropriate motor starter switch for each motor.

Starters for fractional horsepower single phase motors shall be of manual type, single pole with thermal overload protection unless otherwise noted. Starters to be installed in finished spaces shall be flush mounted. In all other spaces starters shall be installed in NEMA Type 1 surface mounted enclosures unless specified otherwise hereinafter.

1.10 Cleaning of Piping Systems

Piping and ductwork systems shall be cleaned as hereinafter described and shall include all piping equipment, temporary piping, chemicals, etc. as may be required.

All heating piping shall be thoroughly and completely flushed out and free from any grease, oil, grime, etc.

1.11 Ductwork Cleaning

Contractor shall thoroughly clean all ductwork chambers, fans, etc manually. After this is done, blow out systems with a built-up velocity so as to properly clean the interior of all ductwork, leaving same free of all foreign matter.

1.12 Testing of Piping Systems

All piping, equipment, etc. shall be tested in accordance with the following, and the contractor shall notify the owner of scheduled dates on which said tests will be made.

All tests shall be conducted for a continuous duration of 8 hours and shall be witnessed by the Authorities having jurisdiction, if so required.

All tests must be made before concealment of work or any insulations are applied. Any leaks that may develop or imperfections that are detected shall be properly repaired or replaced, as determined by the Owner, and tests shall be

repeated until all work is proven sound and in perfect order.

All temporary piping, pumps, gauges, etc necessary to conduct tests shall be provided by the Contractor and costs shall be included in his original bid for the work.

All heating and cooling piping and equipment throughout the project shall be tested at 125 PSIG.

All refrigerant piping shall be tested minimum 150% of the operating pressure.

1.13 Operation

The Contractor is required to place in successful and perfect operating order all work of each particular system or parts thereof which are a part of his work, ready for continuous use and satisfactory operation, all in a manner acceptable to the Owner.

1.14 Guarantee

In addition to guaranteed requirements outlined in the General Conditions, the following shall apply:

The Contractor hereby agrees and guarantees all work, materials, equipment, etc., specified herein, indicated on the Drawings, or approved and/or incorporated into the work, for a period of one full year after acceptance of the work and turnover to the Owner for operation. Contractor agrees to make all necessary repairs or replace any item or material or equipment or part thereof which has proven defective, not due to misuse or improper care, within stated period, free from any costs to the Owner. This guarantee shall not be construed to abrogate other specified guarantees or usual guarantees against work or material or items of equipment that were defective when supplied or were improperly cared for or protected during the period of construction.

1.15 Identification

The Contractor shall furnish and apply a complete system of identifying labels for all piping. Labels shall be placed at each change of direction and at not over 50' intervals on straight runs of pipe. Each label complete with flow arrow shall be as manufactured by W. W. Brady, James H. Matthews or Topflight Tape Company.

Each item of equipment, and each duct zone shall be identified both by name and drawing tag number, using 1-1/2" high black letters and numbers.

Provide one coat of clean lacquer over all stencils.

1.16 Valve Tags

The Contractor shall provide a numbered brass tag, approximately 1" in diameter, wired to the handwell of each valve, except local stop or shut-off valve to an item of equipment. Attach tag to valve with non-rusting "S" hook of adequate size. Each tag shall be stamped with a serial number and service designation of valve.

Numbers and locations shall be accurately marked on record drawings.

Revise existing typed valve directories identifying each new valve as to size, type, service, location, and number. If there is no existing directory then the Contractor shall start a new directory.

1.17 Supports & Material Hangers, Etc.

Hangers and their spacing shall conform to ANSI Code for pressure Piping B31.10.

Hangers and supports, including necessary structural steel framing members, shall be installed as specified or required for secure support anchoring and guiding of pipe and inline equipment.

The required strength of supporting elements shall be based on the combined weight of the piping and connected equipment, filled with water and insulated where applicable. Supports shall be installed with a working safety factor of not less than 4.

Hanger rods for suspended pipes shall be hot drawn solid or threaded steel rods based on pipe size and maximum

hanger spacing, as follows:

<u>Pipe Size</u>	<u>Minimum Rod Size</u>	<u>Spacing on Center</u>
1/2" to 3/4"	3/8"	6'
1" to 1-1/2"	3/8"	8'
2" to 3"	3/8"	10'
4" to 5"	5/8"	15'
6"	3/4"	17'
8"	7/8"	19'
10"	7/8"	22'

Hanger rods shall be subject to tensile loading only. Where axial or lateral pipe movement may occur, suitable linkage shall be provided to permit swing.

Pipe hangers shall be provided at each change in pipe direction, on both sides of line mounted valves and equipment.

Suspended piping shall be supported by adjustable ring or clevis hangers and threaded rods from heavy duty concrete inserts or use an Elgen Fig. 212, Type 3, self-drilling expansion shields of size required by hanger rod size and imposed loading.

Piping suspended from structural steel members, shall use Fig. 33 or 34 beam clamps as required by loading. Where supports are required between building structural members, provide necessary supplementary angles, channels, plates, etc. spanning space between structural members properly secured by means of welding, bolting, or concrete anchors. Support from lightweight construction will not be permitted.

Drive screw pins, studs, etc. of type which are secured in place by means of explosive force are not permitted as a means of securing any hangers.

All vertical riser pipes shall be supported at floor by heavy wrought iron clamps or collars anchored to construction.

No strap or perforated strap hangers will be permitted in any piping work.

Nuts used in pipe hanger assemblies shall be hexagon semi-finished American Standard Course Series. Hangers shall be secured to rod pendants with nuts and they shall be jamb locked after hanger adjustment.

No item of equipment shall support any of the pipe loading, nor shall any fixture or item of equipment be supported on any of the piping.

At support points insulated pipes shall be protected by a 360 degree insert of high density 100 psi, waterproofed calcium silicate, incased in a 360 degree sheet metal shield equal to "Thermal-Hanger Shields" as manufactured by Pipe Shields Inc.. Inserts shall be of same thickness as the adjoining pipe insulation. The shield length, minimum galvanized sheet metal gauge and installation procedure shall be in accordance with the manufacturer's recommendations.

Heating and other hot piping 4-inch diameter and larger shall be provided with a welded steel protection saddle matching specified insulation thickness at each support point. Such suspended piping shall rest on a single pipe roll support centered on the saddle, with recommended rods.

1.18 Flexible Pump Connectors

Flexible Pump Connectors consisting of multi-ply stainless steel bellows with stainless steel braided jacket, 150 psi flanged ends, stainless steel liner, and tie rods shall be provided for pump connections sizes 2-1/2" and larger. Flexible Connectors consisting of multi-ply stainless steel bellows with stainless steel braided jacket, threaded ends, and flexible length at least 5 diameters shall be provided for base mounted pump connections 2" and smaller.

1.19 Valves

Valves shall be recommended by their manufacturer for the conditions of use as installed, and shall be capable of tight shutoff under those conditions. Valves shall be recommended for fluid operating temperatures up to 250 degrees F.

Valves in insulated pipes shall have extended neck clearing the insulation. Screwed and solder pattern valves shall have a union adjacent to facilitate their removal.

Gate and globe valves shall have the following listed characteristics unless otherwise noted:

All valves shall have at least 125 SWP-200 WOG (steam working) (water, oil gas non-shock) pressure rating.

Gate and globe valves 4" and larger in size and located more than 7 feet above the floor shall be provided with chain wheel operators.

Gate and globe valves shall have Teflon impregnated packing, and a nonslip malleable iron handwheel.

Gate valves 2-1/2" and smaller: all bronze, screwed pattern, solid wedge disc, rising stem, screwed bonnet.

Gate valves 3" and larger: flanged pattern, iron body bronze mounted, outside screw and yoke.

Globe valves 2-1/2" and smaller: bronze, screwed pattern, renewable tapered brass or Teflon disc, screwed bonnet.

Globe valves 3" and larger: flanged pattern, iron body bronze mounted, renewable composition or bronze disc and bronze seat ring, outside screw and yoke.

Gate and globe valves shall be Nibco, Jenkins Brothers or approved equal, as listed below:

	<u>Nibco</u>	<u>Jenkins</u>
Gate - 2-1/2" and Smaller	T-131	47
3" and Larger	F617-0	651-A
Globe - 2-1/2" and Smaller	T-211B	746
3" and Larger	F718-B	613

1.20 Check Valves

Check valves in horizontal pipes 2-1/2" and smaller shall be bronze 15 degree swing type, screwed pattern with screw cap and renewable disc, rated at 150 psi SWP. Check valves in horizontal pipes 3" and larger shall be iron body bronze mounted, 15 degree swing type, flanged, 125 psi SWP, bolted cap and renewable resilient seat disc.

Check valves shall be Nibco Inc., Jenkins Brothers, or approved equal as listed below:

	<u>Nibco</u>	<u>Jenkins</u>
2-1/2" and Smaller	T413-BWY	92-A
3" and Larger	F918-B	624

Individual check valves in vertical pipes shall be 125 psi SWP, nonslam guided lift type, bronze screwed pattern for valves 2-1/2" and smaller, and flanged iron body bronze mounted type for valves 3" and larger, as manufactured by Combination Pump Valve Co., Smolensky Valve Co., Williams-Hager, or approved equal.

1.21 Butterfly Valves

Butterfly valves shall be 150 psi WOG steam pressure rated full lug pattern, with tapped lugs and resilient seat giving bubble-tight shutoff at temperatures up to 250 degrees F, for the indicated service. The body shall be cast iron or semisteel, and the seat and shaft seals shall be reinforced TFE, Nordel or equal. The disc shall be of bronze or aluminum bronze. Butterfly valves in insulated lines shall have extended necks to clear the insulation.

Butterfly valves 6 inches and smaller shall have infinite adjustment lever handles with locking devices. Valves 8-inch size and larger shall be provided with a gear operator, and if located more than 7 feet above the floor shall have a chain wheel. An indication of valve position shall be included, evident from a normal standing position. Butterfly valves shall be installed by bolting separately to each pipe mating flange. Butterfly valves shall be as manufactured by DeZurik, Keystone, or equal.

1.22 Relief Valves

Heating hot water system relief valves shall meet ASME heat release requirements at the full heat input rating and be suitable for system temperatures up to 250 degrees F. The valves shall have 150 psi rated raised face flanged body and bonnet, stainless steel trim, and a test lever, and have the outlet piped to a floor drain. Relief valves above 2-1/2 inch size shall be as manufactured by Teledyne Farris Engineering; Kunkle Valve Company, Inc.; Consolidated Valve Industries; Lonergan or equal. Relief valves 2-inch pipe size and smaller shall be as manufactured by Cash-Acme, ITT Bell & Gossett, Watts Regulator Company, or equal.

1.23 Pressure Gauges

Pressure gauges shall be in psi with a 4-1/2 inch diameter Bourdon tube type with enameled back flange case and with an accuracy of one percent of scale range, as manufactured by Ametek, Marsh, or equal.

The gauge tube and socket shall be constructed of materials impervious to the fluid measured. The dial range installed shall be the standard range nearest double the normal operating pressure, with graduations not exceeding one percent of range, or one psi minimum. At each gauge connection, a 1/4 inch brass tee handle gauge cock and a pressure variation snubber shall be installed. Gauges are required at pumps and where shown or specified. Pipe connections shall be made from pump suction and discharge through gauge cocks to the pressure gauge so that either the pump suction or pump discharge pressure may be read. Pressure gauges also shall be installed at the inlet and outlet of heat exchanger.

1.24 Thermometers

Thermometers shown or specified shall be 3-inch diameter bimetal dial thermometers, or 9-inch scale red reading industrial thermometers, with fumeproof stainless steel or cast case and glass face, with 6-inch stem, and 2-1/2 inch extension neck separable well, as manufactured by Moeller, Weksler, or equal.

A thermometer range of approximately 50 to 250 degrees F in 2-degree F increments shall be provided for hot lines, and approximately 0 to 100 degrees F for cold lines unless otherwise noted. Accuracy shall be guaranteed within one percent over the entire range.

Thermometers and gauges shall be positioned to be easily read from a normal standing position, and shall be of the inclined or adjustable type where required.

Thermometers shall be installed at pump discharge and at both inlet and outlet of heat exchangers.

1.25 Strainers

Strainers with free area at least four times the pipe cross-sectional area shall be provided immediately upstream of control valves and where shown in each system. The pressure drop through clean strainers shall not exceed 0.6 psi at design flow. Strainer bodies shall be rated for an operating pressure at service conditions of at least 125 psig. Each strainer shall be provided with a gate valved blowdown connection, full size of the furnished tapping.

Strainers for pipe sizes 1/2- through 2-1/2-inch size shall be wye type and have a cast iron body with screwed connections, and a removable 316 SS screen with perforations no larger than 0.045.

Strainers for pipe sizes 3-inch and larger shall be wye type, unless basket type is necessary due to space limitations, with iron or semisteel body, flanged connections and bolted screen retainer. The removable 316 SS screen shall have 0.062-inch perforations through 5-inch pipe size. Strainers 6-inch size and larger shall have a 316 SS screen with 1/4-inch perforations, lined with 316 SS 20-inch mesh.

Strainers 2-inch size and larger shall be fitted with permanent magnets secured to the screen. Strainers shall be as manufactured by Muessco, O.D. Keckley Company, or equal.

1.26 Pipe and Fittings

Black steel Schedule 40 pipe meeting the requirements of ASTM A 53 shall be used for all non-potable water, heating water supply and return, make-up water, drain piping and chilled water. Fittings for black steel Schedule 40 pipe size up to and including 2-1/2 inches in diameter shall be of the screw pattern and fittings for pipe 3 inches and larger shall be welded

steel fittings. Welded steel fittings shall correspond to pipe to which they are welded with respect to quality and thickness of materials, and pressure rating.

Flanged joints shall be provided at all equipment items, valves and strainers, to facilitate disconnection and removal of such items.

Galvanized steel Schedule 40 pipe and screw fittings shall be used for hot and cold potable water piping and hot water recirculating piping 2-1/2 inches in diameter and smaller.

Ductile iron pipe, Class 52, with flange joint fitting shall be used for hot and cold potable water piping 3 inches in diameter and larger.

1.27 Copper Pipe and Fittings

Pipe shall be hard tempered, seamless copper tubing conforming to ASTM B-88 and F.S. WW-6-799 (latest edition). Manufacturer's name or trademark and type of tubing shall be indented or otherwise identified at 3 foot intervals.

All fitting in copper tubing 2 2 inches and smaller shall be wrought sweat type fittings manufactured of seamless tubing forged bronze or brass rod to meet standards of ANSI B16.22 and ASTM B-75 (latest edition). All fittings in copper tubing 3 inches and larger shall be cast red bronze solder type fittings, meeting standards of ANSI B16.18 and ASTM B-62 (latest editions). Fittings of either type shall have tubing stops.

All unions in copper pipe shall be Mueller, Anaconda, or Chase Brass solder joint unions constructed for 150 PSI working pressure.

All copper piping and solder joints shall be as follows:

<u>USE</u>	<u>COPPER TYPE</u>	<u>SOLDER</u>
Waste and Vent Lines	"M"	50/50
All Domestic Water	"L"	95/5
Heating & Cooling Water	"M"	95/5
Refrigeration Lines	"K"	Silver

1.28 Dielectric Fitting

In all cases where copper pipe connections are made to steel piping or an item of equipment or a dissimilar metal, provide dielectric fittings as required.

1.29 Escutcheons

Furnish and install metal escutcheons on all exposed pipes passing through walls, partitions and foundation walls. Escutcheons shall be of sufficient outside diameter to amply cover the sleeved openings and inside diameter to fit snug around pipe installed.

1.30 Access Doors

Furnish and install a Milcor access door of the size shown or as required at each location where access is required to valves, vents, expansion joints, boxes, controls, fire dampers, etc., in walls, ceilings or other concealed locations.

The doors shall be #14 gauge steel with a #16 gauge frame and shall be mounted flush with the surface in which they are installed. The doors shall be the hinged type with cam locking device. The style door to be used shall depend on the surface in which it is to be installed: Style "AP" plaster, Style "AT" acoustical tile, Style "M" all other surfaces.

1.31 Rigging

All heavy machinery, equipment and heavy parts thereof shall be brought into or onto the building or premises by a machinery moving concern satisfactory to the owner. Machinery movers shall not rig, tie to or rest weight on any building member of any part of the building or premises or make use of any stairway until specific permission is obtained from the owner.

1.32 Manufacturer's Nameplates

Each major component of the equipment shall have the manufacturer's name, address, model number and rating on a plate affixed securely in a conspicuous place. The nameplate of a distributing agent will not be acceptable. ASME Code Ratings or other data which are die-stamped into the surface of the equipment shall be stamped in an easily visible location.

1.33 Drives and Guards

For each item of belt-driven equipment, provide an adjustment drive sheave with adjustment limits plus or minus 12-1/2 percent and based on a service factor of 1.5 as applied to the motor nameplate rating. Drives for 1 HP and over shall have at least two belts and all multiple belt sets shall be matched. For motors 25 HP and over, the use of nonadjustable drive sheaves will be permitted.

Provide substantial drive guard for each belt drive secured to the equipment. Provide openings in skirt guards for insertion of revolution counter at drive sheave and driven sheave centers. Provide conveniently removable coupling guard for direct driven equipment.

For each item of direct driven equipment which is not of extended shaft of close coupled design, provide an approved type flexible coupling.

Provide a typed list of belt drives, listing each item, with size, bore size, keyway dimensions of each sheave and manufacturer's replacement belt numbers.

1.34 Lubrication and Packing

All rotating and reciprocating equipment requiring lubrication shall be lubricated with the correct grade, type and quantity of lubricant before being placed in service.

Each shaft containing a packing gland shall be checked for condition by backing the packing gland off, and examined for proper grade, amount and type of packing as recommended by the manufacturer.

1.35 Setting and Alignment of Equipment

Fan and motor pulleys shall be carefully aligned and belt tensions shall be properly adjusted in accordance with manufacturer's instructions.

Motors shall be leveled and aligned on bases and foundation pads in strict accordance with the manufacturer's instructions and the recommended tolerances using an indicating micrometer. This shall be done before any piping or electrical connections are made. All necessary adjustments shall be made to assure that the thrust is balanced, that shaft rotates freely when turned by hand, and that equipment is quiet in operation. Alignment shall be rechecked after operating under normal hot or cold conditions and readjusted if required.

1.36 Noise Criteria and Vibration

All mechanical trade systems and equipment shall be quiet in operation. Noise from the operation of air handling units, fans, blowers, pumps, compressors, motors, transformers and all other equipment and material shall be eliminated to the extent that it will not be heard outside the room in which the units are installed. Any adjustments and/or changes required to produce satisfactory quietness shall be made by the contractor without additional expense to the Owner. Such adjustments and/or changes shall not result in a reduction of capacity of any equipment or systems as called for on the drawings or herein specified. Vibration isolation efficiency shall not be less than 95 percent for all units.

The Contractor understands and agrees that extreme low noise levels are a requisite for the project; therefore, Contractor shall be required to submit supporting data to verify acoustical performance of all equipment, air devices and material to be installed. This requirement shall be particularly applicable in the case of a proposed substitution prior to acceptance of bid and/or signing of Contract Documents. The Owner will have the prerogative to reject any item which may give questionable performance as it relates to the sound spectra specified above. Any approved "substitutions" will be incorporated into the Contract. Those not approved will not be installed and the products specified and scheduled will be

used in the construction of the work. No substitutions will be permitted or considered after the letting of the Contract.

In all cases, shop drawing submittals shall be supplemented by acoustical performance to verify compliance with the equipment schedule and these specifications.

Caulk pipe sleeves, provide flexible duct connections, duct lining, vibration mountings, flexible pipe connectors, and make provisions for expansion and contraction. Other requirements for noise and vibration reduction material and devices shall be as specified in the respective sections of the specification.

1.37 Cutting and Patching

All cutting, drilling, etc., necessary for the installation of the work shall be by the installing Contractor, except where specifically noted otherwise. All disturbed construction or finish must be made good, but under no conditions must structural work be cut except on approval of the Owner. Holes in concrete walls and floors shall be core drilled or sleeved.

All patching shall be done by the Contractor unless specifically noted otherwise. This includes all work inside and outside of the building. All patching shall be done in a neat, workmanlike manner by workman of the particular trade involved, and shall meet the approval of Owner.

1.38 Waterproofing

When pipes pass through outside walls, the Contractor shall remove all loose material around pipe and drive oakum and lead tightly around pipe on exterior as well as interior of the wall. Finish off interior wall with cement. Finish off exterior wall with two layers of felt mopped on with hot asphalt making for an absolute waterproof installation. Caulk around all openings in outside walls.

1.39 Wall and Floor Sleeves

Wherever pipes pass through walls, pipe sleeves 1" larger than the pipe shall be cemented into the wall. All pipes passing through the floor shall protect the entire thickness of the floor construction with a pipe sleeve at least 1" larger than the pipe. Pipe sleeves shall be galvanized steel pipe and shall extend 1/2" above finished floor and flush with ceiling with floor plate over sleeve and around pipe.

1.40 Anchors

Furnish and install anchors here shown on the drawings and as required to control the direction of pipe expansion.

Anchors shall be as manufactured by Flexonics, or as detailed on the Drawings.

1.41 Excavation and Backfill

Contractor shall do all excavating of any materials encountered, as shown or as necessary, for the installation of underground work. Provide and maintain bracing, shoring, or sheathing necessary to support the walls of excavations.

Where rock is encountered, it shall be removed by the Contractor installing work for which excavation is done, by appropriate methods.

Provide and operate pumping equipment as necessary to keep trenches and other excavation free of water.

After installation and test of piping and equipment has been completed, backfill all excavations carefully. Tamp backfill in 6" layers.

Backfilling materials for all trenches within the walls of the building shall consist of lake or bank run sand.

Remove and dispose of any excavation material not used for backfill.

15200 AIR DISTRIBUTION SYSTEM

1.01 General

Air distribution includes furnishing and installing air distribution equipment and materials, including fans, vents, ductwork, dampers, filter gauges, grilles, registers, air filters and accessories required for complete air distribution systems.

Completely detailed working drawings of the equipment shall be submitted for approval in accordance with the General Provisions. A performance curve for each fan at the design speed shall be submitted for approval. The fan curves shall show brake horsepower, static pressure, and static efficiency plotted against air volume for the duty scheduled. Lubrication fittings shall be extended with aluminum tubes and secured accessibly outside the fan housing. Fan motors shall be high efficiency TEF type.

1.02 Centrifugal Fans

The centrifugal fan shall be of the non-overloading airfoil type of fiberglass construction unless otherwise specified. The centrifugal fan shall be of the arrangement and minimum size and capacity scheduled, as manufactured by Hartzell Propeller Fan Company, New York Blower, or equal. The centrifugal fan shall be guaranteed to deliver the air quantities at the duty conditions stated when tested in accordance with Air Movement and Control Association, Inc. (AMCA) test procedures, and shall bear the AMCA rating seal.

The centrifugal fan shall be complete with housing, inlet and drive side stands, pillow block bearings, bearing bases, motor with slide rails, V-belts, fan sheave, adjustable motor sheave permitting adjustment of at least 5 percent above rated CFM, belt guard, shaft seal, and spring vibration isolators. The wheel and housing shall be of fiberglass construction with all sharp edges and fillets ground smooth. Bearings shall be self-aligning and grease-lubricated, with an accessible grease fitting connected in place. A drain connection consisting of a 3/4-inch pipe coupling and brass plug shall be connected at the lowest point to the scroll on each fan.

Centrifugal fans shall be statically and dynamically balanced at the factory. If undesirable vibration occurs in the fan after installation, the fan shall be rebalanced in the field or replaced to achieve operation within acceptable limits.

1.03 Air Handling Unit

The air handling units shall be factory assembled units as manufactured by the Trane Company, Carrier Corporation, or equal, of the size, capacity and arrangement shown.

The unit casing shall be fabricated of heavy gauge steel, reinforced and braced with steel angle framework, rigidly constructed and braced to prevent vibration, complete with removable panels for access to all internal parts. The casing section joints shall be made airtight by using a gasketed or caulked assembly. The casing shall be coated with a baked enamel finish.

The blower shall be double width, double inlet, multi-blade, centrifugal type, statically and dynamically balanced at the factory, with a rigid steel shaft with grease lubricated fan bearings and lubrication fittings extended to the service side. The belt drive shall include a fan sheave, an adjustable motor sheave permitting adjustment of at least 5 percent above rated cfm, V-belts, and a removable belt guard. The motor support shall be adjustable.

Accessory panel type filters, dampers, and electric heating coil shall be provided where required.

Electric heating coil shall be of the flanged insertion type completely prewired ready for power wiring connection, as manufactured by Trane Company, Industrial Engineering and Equipment Company, Brasch Mfg. Company, Inc., or equal. Heaters shall be listed by U.L. Inc., meet the requirements of the National Electric Code and meet the sizes, capacities and electrical characteristics scheduled. Frame members, control box and cover and other sheet metal parts shall be constructed of heavy gauge, die-formed aluminized steel finished with a baked enamel finish.

Electric heating elements shall be fabricated of nickel-chromium wire, insulated by floating ceramic bushings. The electric heating elements shall be supported in an aluminized steel frame, wired to stainless steel terminals insulated with phenolic bushings, and have balanced electrical circuits for the number of stages shown.

The control box shall contain staging contractors for each heating stage, wired in series with the automatic reset thermal cutout, and safety contractors wired to disconnect all ungrounded line voltage conductors of each internal circuit. Contractor holding coils shall be connected in series with the built-in manual reset thermal cutouts. Overcurrent protective fuses shall be provided to open all ungrounded line voltage conductors of each internal circuit and control voltage

transformer, in the event of an overcurrent condition. Built-in controls shall be prewired to identified terminal strips.

The electric heater shall be complete with a fan interlock relay, and pilot lights to indicate when the heaters are on and when overheating.

A complete wiring and control diagram shall be submitted for approval. The electric heater shall be installed in accordance with the manufacturer's recommendations.

The air handling unit shall be mounted on spring vibration isolators as manufactured by the Vibration Eliminator Company, Korfund Dynamics Corporation, or equal. Spring vibration isolators shall meet the requirements of the subsection titled "Vibration Isolators."

1.04 Ductwork

Duct Openings: The Ventilation Work Contractor shall be responsible for providing sleeve Drawings showing the correct size and location of openings required through the structure for passage of ductwork.

This section includes final duct connections to all grilles, registers, diffusers, etc. and hoods and intake and exhaust louvers.

Groove and Pittsburgh lock seams and slip joints shall be used for all rectangular ducts.

Ductwork shall be reinforced to prevent sagging, flexing and drumming, and be airtight at the fan static pressures scheduled and shall be so constructed, supported and braced to prevent vibration and to be quiet in operation. Ductwork shall be seal watertight.

Horizontal steel ductwork shall be supported by means of hot dipped galvanized flat steel stock, not perforated, or round steel rod of sizes specified. Round steel rods shall be electro-galvanized all thread rod. Hangers shall be provided at both sides of flat sided ductwork for full height of duct. Round ductwork shall be provided with a band of same size as hanger to completely encircle duct. Band shall be secured to hanger by means of a 3/8" bolt (minimum). Horizontal steel ductwork shall be supported by hangers of the following sizes:

<u>Max. Duct Dimen- sion</u>	<u>Min. Upper Attach. Rating</u>	<u>Steel Rod</u>	<u>Gal. Steel Strap</u>	<u>Max. Spcg.</u>	<u>No. of Hgr.</u>	<u>Min. Trapeze Shelf Angle</u>
Up thru 18"	750 LBS	3/8"	1" x 16 ga.	10'	2	-
19" to 36"	1,000 LBS	3/8"	1" x 16 ga.	10'	2	-
37" to 60"	2,000 LBS	3/8"	1" x 16 ga.	8'	2	2 x 2 x 1/4

Spacing of stiffeners on outside portions of flat elbows shall not exceed 30" on centers.

The thickness of the sheet metal and the size and spacing of the stiffeners shall conform to the following table:

<u>Max. Size of Rectangular Duct or Dia. of Round Duct Inches)</u>	<u>Gauge No. of sheets U.S.S.G. Galv.</u>	<u>Alum. B & S Gauge</u>	<u>Slip Size</u>	<u>Reinforcing & Bracing Size Spacing</u>
Up to 12"	26	22	1"	None
13" to 24"	24	20	1"	None
25" to 30"	24	20	1"	1"x1"x 1/8", 4' from joint
31" to 40"	22	18	1"	1"x1"x 1/8", 4' from joint
41" to 60"	20	18	1"	1-1/2"x 1-1/2"x 1/8", 4' from joint
61" to 90"	20	18	1-1/2"	1-1/2"x 1-1/2"x 1/8", Diagonal or 2' from joint
91" and Up	18	16	1-1/2"	1-1/2"x 1-1/2"x 1/8", Diagonal or 2' from joint

All reinforcing angles shall be galvanized steel, riveted to ducts and welded together at the corners.

Stays of 1/8" x 1-1/2" galvanized steel shall be installed between bottom and top of duct where duct width exceeds 72". Each duct section shall have stays. Stays shall be spaced approximately 48" on centers for ducts over 120".

Round ducts and fittings up to 24" diameter shall be factory fabricated spiral lock seam conduit as manufactured by United Steel Metal.

All field built-up fan housings shall be fabricated of 16 gauge galvanized steel with angle supports to withstand 6" s.p.

The dimensions of the ducts shown shall not be considered absolute; however, any changes from dimensions indicated shall be subject to approval. Where it is necessary to change dimensions of ducts, equivalent friction loss shall not be exceeded.

Duct curves, bends, offsets, transitions and transformation pieces shall be gradual, to minimize air turbulence. In general, duct transformations changing air velocity shall be designed for minimum loss in total pressure.

The center line radius of round elbows shall be at least 1-1/2 times the duct dimension parallel to the radius. Where space limitations require elbows with a smaller radius ratio, sufficient full radius turning vanes shall be installed to result in a pressure loss not greater than that for the elbow specified above.

Square elbows shall be provided with turning vanes. Turning vanes shall be factory fabricated of a streamlined design as manufactured by Barber-Colman "Airturns", Tuttle and Bailey "Ducturns", or equal. The ratio of width of individual air passages to total width of the elbow shall be 1:5 or closer spacing, with vanes not more than 4 inches apart.

Round cross section elbows shall be of minimum 5-piece construction.

Volume dampers shall be installed on main ducts and branch ducts. Dampers shall be complete with brass bushings, steel rods, brackets, and locking quadrant controls, Ventfabrics, Inc. Model 640, Young Regulator Company Model 401, or equal, for uninsulated ducts. Damper and bearings shall be Ventfabrics, Inc. Model 609, Young Regulator Company Model 656, or equal. Volume dampers shall be of the multiple opposed blade type if the duct dimension perpendicular to the damper shaft exceeds 10 inches.

Flexible duct shall be corrugated type with wire reinforcing helix and laminated glass fiber insulation. Ducts shall be fire resistant and conform to UL Standard 181 and all applicable City Codes. Flexible duct shall be Flexmaster, Type 3.

Access doors amply sized to suit their function shall be placed in ducts and plenums where necessary to service or replace equipment.

Instrument test holes shall be provided in the ducts and plenums at appropriate locations for the insertion of 3/4 inch pitot tubes and similar air measuring instruments. Such openings shall be equipped with removable, tight fitting caps or covers, as manufactured by Ventfabrics, Ind. Model 669, Young Regulator Company Model 1100, or equal.

Flexible connections made from prefabricated metal and 6 inch width neoprene impregnated fiber glass cloth as manufactured by Elgen Manufacturing Company, Ventfabrics, Inc., or equal, shall be installed at ducted connections to the centrifugal fans and to the air handling unit.

1.05 Fire Dampers

Fusible link fire dampers shall be installed where shown, complete with necessary chains and fusible links, and shall conform to the National Fire Protection Association requirements and be U.L., Inc. listed.

An access door constructed of the same gauge metal as the duct, complete with suitable hinges, latches and gaskets, shall be furnished and installed to permit link replacement at each fusible link damper.

Fire dampers shall be installed in accordance with the manufacturer's recommendations as the work progresses. Dampers shall be kept in proper operating order at all times during the installation of the air systems, and shall not be blocked open at any time for testing or adjustments of the system. Fire dampers shall have a clear opening matching the connecting ducts. Fire dampers shall be Type 119AL as manufactured by Air Balance Company, Ruskin Manufacturing Company, or equal.

1.06 Sound Lining

Furnish and install all sound lining as specified. Where noted, provide sound lining on the inside surface of the ducts, casings and plenum chambers. All dimensions indicated are the inside clear dimensions. For outside size and duct dimensions, add twice the thickness of lining to the dimensions shown on the Drawings.

Lining shall be board type neoprene coated cut insulation as manufactured by Owens-Corning or Johns- Manville, unless otherwise indicated below, sound lining shall have 2 pound density. All duct lining materials shall have fire and fuel contributed and smoke hazard ratings as tested by procedure ASTM E-84, NFPA 255 and UL 723, less than:

25 - Flame Spread

50 - Fuel Contributed and Smoke Developed.

Lining shall be applied with contact adhesive, and it shall be held in place with metal clips spaced not less than one per two square feet. All joints and seals shall be thoroughly sealed and coated to eliminate any possible fiber blow-off.

Unless otherwise noted on Drawings, sound lining shall be provided for the following ducts:

Air conditioning supply ducts downstream from units 1/2" thick lining to each diffuser.

Return air ductwork - 1/2" thick lining to each diffuser.

1.07 Insulating Material

Insulating materials for the various applications shall be as specified hereinafter. Materials shall be delivered to job site packages or containers bearing Manufacturer's name and product identification label. Contractor shall be responsible for storing his materials at site in such a manner as to prevent physical damage or damage from moisture.

All insulation shall be furnished and installed in strict accordance with the Manufacturer's instructions. The insulating material shall be as manufactured by Owens-Corning, Gustin Bacon or Johns-Manville. All insulation materials shall meet the latest rating requirements of UL Standard 723 approval for flame spread of 25 and fuel contributed and smoke developed of 50.

In addition to the sound lining insulate all supply air, return air, mixed air and outside air ductwork in Mechanical Room with 2" thickness of 3 LBS density board-type fiberglass insulation with reinforced Kraft- Foil facing covered with 6 oz. canvas and insulating mastic.

1.08 Air Diffusing Outlets

All supply and return air outlets shall be mounted tightly with rubber gaskets to prevent air leakage. Provide extractors for each register at duct take off.

Sizes shown on the Drawings are approximate. The outlets shall be selected to provide throw and distribution required for their respective location without objectionable draft. The terminal velocity at the end of the designed throw shall not exceed 50 FPM. Outlets shall be selected and guaranteed by the manufacturer to handle the air quantities as shown on the Drawings.

Maximum pressure drop through outlets shall be 0.10 in. of water.

Diffusers, registers, or grilles shall be fabricated from prime steel or aluminum and shall have a factory applied finish coat of baked enamel in a color selected to match acoustic ceiling tile and grid by the Architect.

Special attention is called to the noise criteria of the diffuser, grille and register performance: all outlets and inlets shall have a rated maximum NC of 28, at horizontal throw.

Unless otherwise noted on Drawings, diffusers shall be square, 24" x 24" panel type. Registers and grilles shall have adjustable blades arranged for horizontal and vertical diffusion. Diffusers shall have adjustable volume dampers; registers shall have opened blade dampers. Diffusers, registers and grilles shall be Metalaire 5000 Series approved equal.

Contractor shall provide blank-offs for all diffusers and registers as required or shown on the Drawings.

Contractor shall provide all necessary supplementary ceiling supports for the installation of diffusers, registers and grilles.

1.09 Vibration Isolators

The air handling unit and centrifugal fan shall be isolated from the building structure by means of vibration isolators. Vibration isolators shall be as manufactured by Vibration Eliminator Company, Korfund Dynamic Corporation, or equal. Vibration isolators shall be those recommended by their manufacturer for the application.

Air handling units and centrifugal fans shall be supported on unoused free standing spring vibration isolators with neoprene bearing pads, Vibration Eliminator Company Type OSK, Korfund Dynamics Corporation Type WSC, or equal.

1.10 Air Filters

Panel filters shall be of the sizes scheduled, 4 inches thick, pleated media replaceable type with not less than 30 percent efficiency on the ASHRAE Standard 52 Test, and shall be Servodyne Corporation Series Hi-E-40A, Farr Company Model 30/30, or equal.

Panel filter units shall be equipped with side removal filter racks and sealing devices to accommodate the filters, complete with hinged access doors with cam fasteners to facilitate filter replacement.

Air systems shall not be operated without specified filters in place. A new set of filters shall be installed in each system before turning it over to the Owner and an additional supply of spare filters sufficient for one complete change for all systems shall be furnished.

1.11 Filter Gauges

Filter gauges shall be installed measuring pressure drop across each bank of air filters. Gauges shall be complete with all necessary tubing, static tips, and accessories, including 3-way cocks arranged for ease in checking liquid level. Gauges shall be mounted on the unit, plenum or wall, and be arranged for easy reading. Each gauge shall be permanently marked to show the normal resistance rating and the recommended resistance at which the air filters should be replaced. Filter gauges shall be as manufactured by Dwyer "Durablock 200", Cambridge Filter Corporation, or equal.

1.12 Drives and Guards

Belt drives shall include machine matched belts of size and type recommended for the piece of equipment, with capacity rating not less than 150 percent of motor rating.

Each belt drive shall be provided with a substantial removable guard giving adequate clearance and safety protection at all positions of drive adjustment. Openings in the guard shall permit measurement of driver and driven pulley speeds.

After installation, each drive shall be carefully aligned, adjusted and balanced to prevent vibration and noise.

1.13 Lubrication of Equipment

All pieces of equipment furnished with lubrication fittings shall be properly lubricated prior to start-up, and at recommended intervals prior to final acceptance of the work by the Owner. A linen tag or heavy duty shipping tag shall be attached to each piece of equipment showing the date of lubrication and the name and number of lubricant used. A typewritten list, in triplicate, of each item lubricated and the type of lubricant used, shall be furnished.

1.14 Spare Parts

A spare set of V-belts shall be provided for each belt driven piece of equipment. Spare parts shall be delivered securely wrapped or boxed, indexed and tagged with complete information for use and reordering.

15300 AIR SYSTEMS TESTING, CLEANING & BALANCING

1.01 General

Heating and ventilating system balancing shall be performed by individuals qualified for that work by the Associated Air Balancing Council or the National Environmental Balancing Bureau. Proof of such qualifications, outlines of proposed balancing procedures, and data sheets for the specific instrument to be used, listing their most recent calibration dates shall be submitted for approval. The balancing procedures used shall meet the recommendations of the American Society of Heating Ventilating and Air-Conditioning Engineers, and will be observed by a representative of the Owner, at his option.

In addition to reporting balanced conditions specified, any abnormal or notable condition observed affecting system operation shall be reported.

1.02 Piping Tests

Upon completion, piping systems shall be placed under 125 psig test pressures for a period of 8 hours, without evident leaks or significant pressure drop, to demonstrate tightness of all components and joints.

Defective joints and piping shall be replaced as required until tests prove the system is right.

Each piping pressure test shall be permanently recorded, stating the date, the piping portion tested, the test pressure and test duration. Each pressure test will be observed by a representative of the Owner and the test report dated and signed when the test results are satisfactory. A complete set of all approved piping tests shall be submitted prior to final acceptance of the work by Owner.

1.03 System Cleaning

After installation is complete, all equipment shall be cleaned, safety devices tested to assure that function is in accordance with design, and all equipment furnished with lubrication fittings lubricated according to the manufacturer's recommendations. A tag shall be attached to each piece of equipment listing date of lubrication and the specific lubricant used.

Piping and duct systems shall be cleaned before use, and before painting or insulation work is performed. Replaceable type filters shall be replaced just before turning system over to Owner.

Each duct system, piping system and piece of equipment shall be kept internally clean by installing only clean materials and by providing temporary closures as required to prevent dirt entering the systems from outside. Upon completion, exterior surfaces of each system shall be cleaned "paint ready." During construction, work areas shall be cleaned daily of debris due to the installation.

1.04 Air System Testing and Balancing

During installation and upon completion of the ventilating and air handling system, ducts, plenums and equipment shall be cleaned inside and outside of dust, dirt and debris. Air systems shall be clean and new filters shall be installed before beginning air system testing and balancing.

Ductwork systems shall be inspected to verify that all fittings, dampers and balancing devices are properly fabricated and installed as specified prior to performing the air balancing. Required precautions shall be taken to prevent freezing or other damage to the systems and structure due to the balancing procedures.

Instrument readings shall be taken by qualified balancing personnel using high quality recently calibrated test instruments, a listing of which shall be submitted and approved in advance.

Air system testing, adjusting and balancing shall meet the recommendations of the current edition of the ASHRAE Handbook in the chapter titled "Testing, Adjusting and Balancing."

The following procedure shall govern unless an alternate test and balance sequence has been submitted and approved by Owner.

Check filters for cleanliness and minimum bypass leakage, dampers (both volume and fire) for correct position, and temperature controls for completeness of installation.

Prepare test report sheets for fans and air inlets and outlets. Obtain the manufacturer's flow factors and follow the recommended procedure of testing.

Open all supply dampers and place all fans in specified operation.

Check motor amperage and voltage for each motor, fan rotation, and automatic dampers for proper position.

Check air and water temperature controls and verify that they are operating to deliver design temperatures. Adjust the system with dampers positioned under the maximum outdoor air condition.

Using pitot tube and calibrated manometer, traverse the main duct and ascertain total air being delivered. Adjust or replace pulleys and belts and install additional dampers if required to obtain design airflow at no extra cost to Owner. All finally adjusted air quantities shall be at least equal to, but not more than 10 percent above air quantities noted on drawings.

Adjust dampers until the proper air volume is obtained in each duct.

Commence balancing. Make additional test and adjustment passes through entire systems as necessary to obtain noted outlet values.

Read and record amperage readings for each motor lead, fan static and velocity pressures and the static pressure drop across each major component (i.e., intake, filters, coils). Inspect and test all electrical protective devices and circuits for proper motor protection, including properly sized starter overload heater elements, for all equipment furnished.

Final air system test data shall be tabulated on forms and three copies submitted for approval. Forms shall be equivalent to those available from AABC, SMACNA, or CSI. Data furnished shall include at least the following items:

Equipment manufacturer, size and model number of each unit.

Design cfm, fan static pressure, motor horsepower, fan rpm, and brake horsepower required to obtain design cfm at design static pressure.

Final balance cfm, static and velocity pressures on both suction and discharge sides of fans, fan rpm, amperage on each motor lead, and motor nameplate data.

Outlets by room designation and position and manufacturer's type and size.

Manufacturer's outlet factor for each outlet type.

Design cfm and required velocity in fpm to obtain this cfm for each outlet.

Measured air velocity and final cfm for each outlet.

The balance positions of all manual volume dampers shall be permanently marked and all access covers replaced.

1.05 Hot Water System Testing and Balancing

After systems have been cleaned, the balancing personnel shall verify that all required fittings and valves, including flow control valves, pressure gauges, thermometers, and air vents are properly installed as specified, prior to beginning the hot water systems balancing.

Instrument readings shall be taken by the balancing personnel who shall furnish required, properly calibrated test instruments.

The following is a suggested procedure for the performance of this work. A detailed account of the proposed methods and sequence to carry out the hot water system testing and balancing shall be submitted.

Verify that valves, both manual and automatic, are in correct position and that the temperature control system is complete and adjusted.

Prepare test report sheets for pumps and for each item of heat exchange equipment.

Obtain the pressure drops through heat exchangers and pumps.

Place shutoff valves in the open position and pumps in normal operation. Check motor amperage and voltage for each motor lead, pump rotation and the proper position of automatic valves.

Inspect and test electrical protective devices and circuits for proper motor protection, including properly sized started overload heater elements for all equipment.

Final hot water system test data shall be tabulated on forms and three copies submitted for approval. Data furnished shall include at least the following items:

Equipment manufacturer, size and model number of each piece of equipment.

GPM, total head in feet, brake hp required for each pump, and the installed horsepower.

Testing, adjusting and balancing shall meet the requirements of the current edition of the ASHRAE Handbook in the chapter titled "Testing, Adjusting and Balancing," except as otherwise specified herein.

1.06 HVAC Acceptance Tests

When each system has been completed and proved functional, the Contractor shall demonstrate to Owner its intended operation in each of its operating modes. Functions dependent upon parameters such as weather, process or emergency conditions which are unavailable at the time of test, shall be simulated in a manner acceptable to the Owner or be separately demonstrated when those parameters exist, to assure proper functioning under all operating conditions. Control settings temporarily modified for such simulations shall be properly reset by the installing technicians immediately thereafter.

Final acceptance of the work will be contingent upon the operation of all equipment and systems meeting the plan and specification requirements.

15400 MECHANICAL INSULATION

PART 1 GENERAL

1.01 Work Included

Insulation for mechanical work as shown on the drawings and specified herein, including:

- Plumbing: Domestic hot and cold water piping.
- Heating: Equipment.
Hot water supply and return piping and runouts.
Steam supply and return piping.
- Ventilating: Ducts and plenums.

1.02 Related Work

Specified elsewhere:

- Section 01010 - Summary of Work.
- Section 09900 - Painting.
- Section 15000 - General Provisions for Mechanical Work.
- Section 15200 - Air Distribution.
- Section 15600 - Plumbing Work.
- Section 15700 - Heat Transfer.

1.03 Quality Assurance

Definitions:

- The term "piping" includes mains, risers, branches, runouts, final connections, valves, fittings, unions and specialties.
- The term "concealed" refers only to furred spaces, ceiling spaces, pipe shafts and duct shafts. All other spaces are to be considered "exposed" areas.

Qualifications:

- Contractor shall employ only skilled pipe covering mechanics regularly engaged and employed in the application of insulation.

1.04 References

National Fire Protection Association (NFPA).

- NFPA 90A Standard for Installation of Air Conditioning and Ventilating Systems (1981).
- NFPA 255 Building Materials, Test of Surface Burning Characteristics (1979).

1.05 Submittals

Submit the following in accordance with Section 00100:

- Manufacturer's brochures and performance data for pipe and duct insulation to be used.

PART 2 PRODUCTS

2.01 Acceptable Manufactures

Armstrong Cork Co.
Saddlebrook, NJ 07662
Certain-Teed St. Gobain

Johns Manville
Toledo, OH 43659

Owens-Corning Corp.

2.02 Materials

Insulate piping and ducts as described below. Jacket will be smooth and all laps shall be on top of horizontal pipes and toward wall on vertical pipes. Trim insulation to fit tightly around rod and hangers.

Domestic Water Piping:

Insulate all cold and hot water piping and recirculating piping with snap-on type fiberglass insulation with flame retardant vapor barrier jacket. Seal all joints and insulate all fittings with equivalent thickness of insulation. Runouts to individual fixtures shall not be covered. For piping 1 in. and smaller use 2 in. thick insulation. Piping 1-1/4 in. through 6 in. use 1 in. thick insulation.

Butt all joints tightly and apply a brush coat of fire retardant lagging adhesive to tabs and joint strips, seal laps, ends, all fittings and valves and at intervals of 21 feet on continuous runs of pipe pulling jacket tight and smooth. Secure pipe covering with aluminum bands spaced 18 in. o.c. having band over each joint.

Apply a smooth coat of finishing cement where necessary and cover with canvas or fiberglass tape embedded into a wet coat of fire retardant lagging adhesive and overlapping all seams 2 in.

Fittings and valves shall be insulated with molded fiberglass fittings: segments of pipe covering or with compressed universal fiberglass blanket secured in place with non-corrosive wire. Pipe sizes under 4 in. may be insulated with hydraulic setting insulating cement. All thickness to be equal to that of adjoining pipe covering.

Heating, Hot Water:

Insulate all hot water piping with 1 in. thick, pre-molded insulation with 4 oz. canvas jacket.

Fittings, valves and flanges will be insulated and vapor barrier cement applied to a total thickness to match surface of adjacent insulation.

Omit insulation on all concealed fittings and valves.

Condensate Drains:

Insulate condensate drain piping from air supply units. Insulation shall be as specified for Domestic water piping.

Steam Piping:

Insulate all steam piping with pre-molded insulation with 4 oz. canvas jacket.

Insulation thickness shall be as follows:

- 125 psi steam - 2 in. thick.
- 60 psi steam - 1-1/2 in. thick.
- 15 psi - 1 in. thick.

All branches to deaerator, converters, and other equipment shall be insulated.

Do not insulate flanges on 15 psi steam. Insulate all other flanges.

Insulate all valves, pressure reducing valves, strainers, control valves, and fittings.

Valve and fittings shall be insulated and finished with non-asbestos cement flush with the adjacent pipe insulation. Cement shall be applied in two separate layers to a total thickness of 2 in. Second layer shall not be applied until the first has dried.

Finish valves and fittings with 4-oz. canvas jacket pasted on with lagging adhesive.

Steam Condensate Return:

Insulation shall be same as specified for steam, except all insulation shall be 1 in. thick. Insulate the following steam condensate return piping:

- 125 psi - all.
- 60 psi - all.
- 15 psi - exposed.

Duct:

All fresh air intakes, mixing boxes and filter housing will be insulated on heating and ventilating and air conditioning units. Insulate supply and return ducts on air conditioning systems.

Insulation shall be 1 in. thick 3/4 lb. density fiberglass insulation with factory applied aluminum pigmented vinyl vapor barrier, supplied with 2 in. continuous tabs. Hold in place by dabbing an adhesive that meets NFPA 90A, 25-50 Code on approximately 12 in. centers. Vapor barrier shall be made continuous by overlapping any sealing with polykin tape.

Concealed insulation shall be covered with 6 oz. canvas jackets applied with lagging adhesive.

Exposed insulation shall be covered with 6 oz. canvas jackets applied with lagging adhesive.

Coat canvas jackets with lagging adhesive.

Where canvas jacket terminates, seal the canvas to the edge and carry a 3 in. lap of canvas cemented directly to the adjacent base sheet metal surface.

Open ends of insulation shall be buttered with vapor seal mastic.

Equipment:

Cover the outside surfaces of converters, domestic hot water heaters and tanks with a 2 in. thick asbestos free rigid calcium silicate block wired in place with galvanized wire.

At all reinforcing angles, place an additional 1 in. thick by 4 in. wide layer of rigid calcium silicate insulation around the circumference of the equipment.

Cover blocks with 2 in. thick coat of magnesia cement applied in two separate layers, and trowelled to a smooth finish.

Finish with a 6 oz. canvas jacket pasted in place with lagging adhesive.

Canvas Jackets:

Except as hereinbefore specified otherwise, all insulation on piping, fittings and valves shall be finished with 14 oz. factory applied canvas jacket.

Vapor Barrier Adhesive:

All sizing, adhesives, coatings and/or cements used in connection with all insulation work shall contain approved vermin and rodent repelling and mold-resistant ingredients and shall be so certified. Sizing shall be applied to all canvas jacketing in two successive coats. The second coat shall not be applied until the first coat has thoroughly dried. No wheat paste is acceptable.

Hangers:

Insulation shall be full thickness at all pipe supports and sleeves and shall be installed without crushing or damaging insulation or jacket. Contractor shall coordinate work with that provided under Piping and Sheet Metal Sections of the specifications. Work herein shall include Insul-shield Multipurpose Pipe Saddles for proper and neat support of insulated pipe. Crushed or damaged insulation shall be replaced upon order of the Owner before acceptance of the work and without additional cost to the Owner. Provide continuous vapor barrier jackets and seals on all cold lines.

2.03 Fire Hazard Classification

All insulation and sundry materials shall meet the following fire hazard classifications:

Flame Spread	25
Fuel Contributed	50
Fuel Developed	50

PART 3 EXECUTION

3.01 General

Each Contractor shall provide pipe covering and insulation for all piping installed under his contract.

All pipe covering shall be installed continuously through sleeves, hangers and supports.

3.02 Inspection

Anti-sweat insulation shall pass unbroken through wall and floor sleeves.

All fittings where fiberglass covering is used shall be insulated with magnesia cement built up to corresponding pipe covering thickness and finished with a hard, smooth, coat of finishing cement before applying fitting canvas or vinyl jacket.

Valves and unions shall not be covered and insulation shall be tapered back neatly cemented and covered with fitting

canvas to permit access to joint or valve without disturbing covering. Cement, bands, wires, etc., shall be supplied by manufacturer furnishing insulation.

Repair any existing insulation damaged in connection with new work provided under Ventilating, Heating-Air Conditioning and Plumbing Contracts.

For such items as water boxes, unions, flanges, strainers and similar items which require periodic maintenance or dismantling, insulation shall be applied in the form of removable, reusable sections that may be taken down and reassembled without damage to the covering. At connectors, joints or other points of movement, expansion or contraction install slip-fit type sleeves of a design approved by the Owner.

Install seam strips at cross joints of all lines with vapor barrier jackets. Use vapor barrier adhesive on all cold lines to seal all longitudinal laps and four inch wide seam strips. Also, seal off insulation at joints at all equipment connections, fittings, valves and flanges. Do not install bands unless required for permanent assembly.

Where insulation is applied on pipes, material and equipment which is against columns, walls or other equipment, without adequate space for insulation, provide means for finishing off insulation in neat workmanlike, secure manner, while maintaining the insulation and vapor barrier integrity.

Spread tarpaulins over fixtures, equipment, uncovered pipes, ducts, furnishings, etc., as protection from dirt and rubbish caused by installation of covering. Remove dirt and rubbish at frequent intervals and as directed.

Provide removable sections of insulation or readily disassembled insulation boxes at points at which access is required for servicing of equipment, as directed by Owner. Such sections or boxes shall be assembled and installed in such a manner that disassembly, removal and replacement will not damage insulation or otherwise impair insulating function.

All covering shall be firmly butted together with all joints sealed as specified herein. All poultry mesh wire shall be laced at edges to adjoining wire. Neatly bevel insulation at flanges, handholes, manholes, access cover plates, etc., so that bolts or parts may be removed without disturbing insulation.

Work shall be completed in a neat, workmanlike manner to the satisfaction of the Owner. Do not apply insulation over any equipment nameplates, ASME stamp or other means of permanent identification and rating.

Insulation shall be applied according to manufacturer's recommendations, unless otherwise specified or indicated.

Vapor barriers shall be continuous through sleeves, hangers, etc., and shall not be pierced for any reason. Pierced vapor barriers shall be covered and resealed with suitable tape.

3.04 Clean and Adjust

Clean premises of all unused insulation materials and debris after completing work.

15500 **TEMPERATURE CONTROL**

1.01 General

Furnish and install a complete system of automatic temperature controls for all heating, ventilation, air conditioning and refrigeration systems as specified. The control systems shall be of the pneumatic or electric type, as manufactured by Johnson Controls, Trane, Schneider, Automated Logic, Honeywell or equal with BACnet protocol preferred for any new installations. LonWorks repairs and maintenance are also required. The systems shall be complete with all thermostats, valves, dampers, damper operators, and miscellaneous regulators and relays as necessary to maintain the conditions described and detailed on the Drawings, together with all thermometers, gauges or meters in operable system.

Contractor shall do all pneumatic piping and/or electrical wiring associated with installation of the control system except as specifically omitted by direct reference in these Specifications. This Contractor shall furnish and install all wiring and conduit for the temperature control work.

Contractor shall furnish and install an air compressor and all associated accessories and copper air piping as required for the pneumatic control system.

The complete control system shall be installed by trained mechanics who are regularly employed by the Temperature Control Contractor and under his direct supervision.

Electrical power feeders to the temperature control panel, interlock wiring from terminal strips in the temperature control panel to motor control centers, will be furnished under the electrical work. A 120 volt single phase electrical power source will be supplied to the temperature control panel, under the Electrical work.

Conduit and wiring shall meet the requirements of Division 16, Electrical.

Complete data on the temperature control systems proposed to meet specification requirements including catalog information, detailed electric diagrams, control sequence description and a materials list for each system, shall be submitted and receive approval in advance of construction.

1.02 Thermostats

Room thermostats shall be two pipe and of the fully modulating type equipped with field adjustable sensitivity.

All room type thermostats in public spaces shall have metal protective guard.

Remote bulb insertion and immersion thermostats shall be of the fully modulating type equipped with field adjustable sensitivity. Stats shall be complete with thermometer and with adjustable dials.

Insertion thermostats in air stream shall be remote bulb capillary type. All stats in ducts over 60" in width shall be average bulb type.

Immersion thermostats shall be equipped with separable sockets.

Submaster thermostat shall have adjustable high and low limit settings to prevent system output from exceeding established control limits.

All immersion and insertion thermostats shall have field adjustable sensitivity and operating range.

The location of stats is shown on the Drawings, is tentative and the Owner reserves the right to relocate it to the most desirable place at no additional cost to the Owner.

Electric thermostats shall be 2-position type or fully modulating type as required. Electric thermostats shall have bimetallic sensing elements and concealed adjustable set point. Electric thermostats shall have meters in covers of approved standard finish. Electric modulating type thermostats shall operate on the balanced bridge principle.

Electric remote bulb type thermostat used for Filter Chamber/Room temperature sensing shall have stainless steel capillary tubing and sensing bulbs. The capillary tubing shall not exceed 20 feet in length.

Freezestat: The thermostats shall be line voltage, with manual reset and equipped with a 20 foot flexible element which will sense the lowest temperature along the entire lengths. This Contractor shall do all electric wiring as required. If necessary, provide additional freezestats to protect the coil.

1.03 Thermometers

A dial remote bulb thermometer (minimum 3" diameter) shall be mounted adjacent to each remote bulb thermostat and shall have a comparable thermal system and bulb to the type used on the thermostat. The remote transmitter thermometer shall be provided for the following locations.

Thermometers shall also be located in the air stream to:

Outdoor air and mixed plenum of each fan system.

Recirculating air duct near the supply system.

Entering and leaving side of each cooling coil and each heating coil located in the air handling unit.

Supply air fan discharge.

1.04 Automatic Valves

All automatic valves shall be of the fully modulating type except where two position action is specifically required. Throttling valves for steam and low pressure water applications shall be equipped with plug and disc or characterized V-Port inner valve.

Pneumatic valves shall be diaphragm operated. Electric valves shall be of the oil-immersed spring-return type and with variable speed adjustment.

Unless otherwise noted, all valves shall be sized for 2 psi drop at designed flow.

All valves operated in sequence shall be provided with positioning relays.

1.05 Dampers

Multiple opposed blade dampers of the sizes shown shall be provided at locations shown and specified. Control dampers shall be designed to give not more than 20 cfm leakage per square foot of damper area at 4 inch wg pressure differential when tested in accordance with AMCA 500.

Dampers and frames handling exhaust air from the Filter Room shall be entirely constructed of 316 stainless steel, with blades approximately 6 inches wide. Alternatively, the dampers and frames shall be constructed as specified below but with two coatings of Heresite P-314, Lencote E, or equal baked phenolic corrosion-resistant coating.

Damper frames shall be constructed of No.13 gauge or heavier galvanized sheet metal with flanges for duct mounting. Blades not exceeding 6 inches in width shall be rigidly constructed of reinforced galvanized sheet steel or extruded aluminum. Blades shall be suitable for high velocity performance.

Damper bearings shall be made of noncopper bearing, corrosion resistant materials. Replaceable butyl rubber seals shall be provided on the damper. Seals shall be permanently installed along the top, bottom and sides of the frame and along each blade edge and shall result in a tight closing, low leakage damper.

1.06 Damper and Valve Operators

Damper operators shall be located outside of the airstream wherever possible.

Electric damper and valve operators shall have oil immersed motors and be of the 2-position or proportional modulating type as required. Modulating operators shall operate on the balanced bridge principle with position feedback potentiometers and control transformers where required. Two-position operators shall be equipped with return springs. Damper operators shall revert to their initial position upon control power interruption. Damper operators shall be of sufficient size and number to operate their respective dampers.

1.07 Thermometers

A thermometer shall be located adjacent to each rigid stem thermostat. A dial thermometer with a liquid-filled remote system shall be mounted adjacent to each remote bulb thermostat. Averaging bulb thermometers shall be used where averaging bulb thermostats are required.

Duct-type thermometers shall be provided in all fresh air intakes, and all supply fan discharges. Thermometers shall have proper range scales for the locations where they are installed.

1.08 System Control Panels - Pneumatic

Fan system shall be equipped with a local control panel, comprising of enclosed steel cabinet with locking door. Mounted on these panels shall be all remote bulb thermostats, remote bulb thermometer switches, relays, and all the operational characteristics of the system. All thermometers and air gauges shall be flush mounted.

Every regulator, switch or gauge on the control panel shall be identified by an engraved name plate fabricated of the same

material as the panel and specifically identified in relation to a control diaphragm.

Thermostats and thermometers shall have capillary systems of sufficient length to be installed between the panels and sensing points in protective channels.

1.09 System Control Panels - Electric

Temperature control panels with suitable brackets for wall mounting, each prewired to integral identified terminal strips, shall be furnished where shown. Panels shall be of the enclosed type, equipped with hinged doors and locks, and constructed of heavy-gauge sheet steel finished with one coat of primer and one coat of baked enamel finish. A disconnect switch mounted inside the panel shall be provided for each 120-volt circuit connected to the temperature control panel. A power "ON" pilot light mounted on the face of the panel shall be energized when all electric circuits to the panel are live. The panel shall have a specified nameplate identifying the system or systems controlled.

The temperature control panels shall have pilot lights mounted on the front of the panel. Controllers, control relays, terminal strips and other components shall be mounted inside the panel. Panels shall also contain factory installed manual starters. Motor starters shall meet the requirements of Division 16, Electrical.

All devices mounted on the front of the panel shall be identified by engraved bakelite or Formica tags and all equipment shall be identified as scheduled and as shown on the control diagram. The control diagram shall be permanently mounted under suitable protective cover adjacent the local control panel.

END OF SECTION

Exhibit A

REQUEST FOR BID/COST ESTIMATE FORM
FOR BUILDING REPAIR WORK

Date: _____ Authorized Emergency Work _____ District Rep. Initials _____
To: City Colleges of Chicago Trade: _____
Facilities & Plant Management _____ Plumbing/Piping
3901 S. State Street _____ HVAC
Chicago, IL 60609 _____ Electrical
(312) 553-2565 fax _____ Glazing

College: _____ District Office Initiative?
Requestor: _____ Yes _____ No

Location within Building: _____

Description of Proposed Work: _____

I certify that the above named college has sufficient funds available to cover the cost of repairs described above:

Authorized College Representative

I certify that the above request will be estimated within ICCB statutory limits and authorize the listed trade(s) inspect and estimate the repairs described above:

Authorized District Representative

Contractor

Please provide your cost estimate for the proposed work described below, including detailed cost breakdown on Contractor's estimate sheets showing separately the labor and material costs of each item. **Labor rate shall include all associated costs of doing business as described in specifications and as identified in Contractor's bid for related annual Repair Work contract if applicable.**

If accepted as a bid for Routine Work, the amount indicated will be used as total cost for the complete scope of work. If accepted as a bid for T & M/Emergency Work, a purchase order will be issued for the indicated not-to-exceed amount and final cost will be subject to equitable adjustment if actual cost of labor & materials for said price is less than said price.

Contractor's Estimate of Cost:

Labor Cost	_____	Overhead: \$ _____	Profit: \$ _____
Material Cost	_____		
Subcontracts	_____	Material Mark-Up: _____%	
Equipment Rental	_____		
Permit	_____		
Total Cost	\$ _____	Estimate Date: _____	

The undersigned, having inspected the site and become familiar with the conditions affecting the cost of the work, hereby proposes to furnish all labor, material and equipment to perform the work and to pay for all necessary permits which may be required for the work, for the Total Sum of

_____ DOLLARS (\$ _____).

as detailed in the **attached cost breakdown estimate sheets** consisting of _____ pages.

Name of Contractor: _____

Authorized Representative: _____

CONTRACTOR SHALL NOT PROCEED PRIOR TO RECEIVING A PURCHASE ORDER FOR ROUTINE TYPE WORK OR AS AUTHORIZED BY DISTRICT OFFICE FOR T & M / EMERGENCY TYPE WORK.

The above estimate of cost is within industry standards and acceptable to the District. The work detailed above and contained

within supplemental documents are approved. _____

Authorized District Representative

Date

Fund # _____ **PURCHASE ORDER #** _____ **Date:** _____
U:/FAC/WP/Cost Plus Contractors/Cost Plus Work Order Form REVISED 8.8.08



Appendix 1

**Terms & Conditions Regarding Compliance with the Minority Business
Commitment and the Women Business Enterprise Commitment**

**Terms & Conditions Regarding
Compliance with the City Colleges of Chicago's
Minority Business Enterprise (MBE) and
Women Business Enterprise (WBE) Participation Plan**

SECTION 1: INTRODUCTION

1. The Board of Trustees of Community College District No. 508. (The "Board") has adopted the amended Minority and Women Business Enterprise Plan (The "Plan") to ensure that Minority Businesses and Women Businesses shall have maximum feasible opportunities to participate on City Colleges of Chicago contracts, and to remedy the effects of historical discrimination while minimizing its impact upon Non-MBE and Non-WBE businesses. The Plan includes goals for participation of certified MBE and WBE firms, and the Bidders/Proposers utilization of such firms is considered in determining responsibility in performing this contract.
- 1.1 The purpose of the revised Terms and Conditions is to describe the current requirements of the Plan including the MBE and WBE goals that have been established for this contract and certain administrative and procedural provisions.

Bidders/Proposers are required to submit information specifying the percentage of the total contract that will be performed by certified MBE and WBE firms on the attached Schedules.

SECTION 2: POLICY STATEMENT AND TERMS

- 2.1 It is the policy of the Board to ensure that the City Colleges of Chicago take all possible steps consistent with applicable law to insure that Minority Business Enterprises and Women Business Enterprises are afforded a fair and representative opportunity to participate fully in this institution's contracting.
- 2.2 Consistent with this policy it shall be the responsibility of all contractors to exhaust all feasible means to ensure significant participation by certified MBEs and WBEs.
- 2.3 Failure to carry out the commitments and policies set forth in this Plan shall constitute a material breach of contract and may result in termination of the contract or such other remedy as the Board deems appropriate.

SECTION 3: DEFINITIONS

- 3.1 The following words as used herein shall have the meanings indicated below unless the context clearly indicates otherwise:

- a. **Board of Trustees or Board** shall mean the Board of Trustees of Community College District No. 508.
- b. **Certified** means any business or individual which has been certified by any of the CCC approved certifying agency to be an MBE or WBE and is on the Board's list of certified MBEs or WBEs.
- c. **Chancellor** shall mean the Chancellor of City Colleges of Chicago or his/her designee.
- d. **City College** shall mean the City Colleges of Chicago.
- e. **Commercially Useful Function** shall mean the execution of a distinct element of work with actual performance, resources, management and supervision.
- f. **Financial and Administrative Service Committee** shall mean the Financial and Administrative Service Committee of the Board of Trustees of Community College District No.508 or such other committee as the Board of Trustees may from time to time designate.
- g. **General Contractor** shall mean a firm that has entered into a contract with the Board to provide goods or services.
- h. **Joint Venture shall** mean an association between two or more independent businesses formed to perform a specific contract.
- i. **Minority or Minority person** shall mean a person who is a citizen or lawful permanent resident of the United States, who is a member of an identified racial/ethnic population group, specifically, Black, Hispanic, Asian, or any other racial/ethnic population group that the Chancellor determines, after notice and hearing, to suffer discrimination in the Chicago area and who has participated, or has attempted to participate, in the Chicago area market.
- j. **MBE or Minority Business Enterprise** shall mean a certified business that is owned and controlled by a Minority or Minorities that is certified as an MBE as defined in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.
- k. **Person** shall mean a natural person, or partnership, corporation or joint venture.

- l. **Subcontractor** shall mean a business that has entered into a contract with a General Contractor to provide goods or services pursuant to a contract between the General Contractor and the Board.
- m. **WBE or Women Business Enterprise** shall mean a certified business that is owned and controlled by a woman or women, that is certified as a WBE as provided in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.
- n. **Woman or Female** shall mean a person who is a citizen or lawful permanent resident of the United States who is of female gender.

SECTION 4: PARTICIPATION GOALS

4.1 Percentages of Participation

Goals for participation by certified MBE and WBE firms for this Contract shall be not less than the following percentage of the **total contract value**:

MBE Participation goal: 25%

WBE Participation goal: 7%

4.2 Bidder/Proposer's Commitment and Responsibility

Each Bidder's commitment to the utilization of certified MBE and WBE firms shall be considered as further evidence of the responsibility of the Bidder/Proposer. Further, the Contractor agrees to use its best efforts to include certified MBE and WBE firms in any Contract modifications, amendments and renewals.

SECTION 5: PROCEDURE TO DETERMINE BID & PROPOSAL COMPLIANCE

- 5.1 The following documents constitute the Bidder/Proposer's MBE/WBE Compliance Plan and must be submitted with the bid or proposal:

A. Schedule A: Affidavit of MBE/WBE Goal Implementation Plan

Bidders/Proposers must submit, together with the bid/proposal, a completed Schedule A committing them to the utilization of each certified MBE/WBE firm listed.

Except in cases where the bidder/proposer has submitted a complete request for a waiver or variance of the MBE or WBE goals in accordance with Section 8 (below), the bidder/proposer must commit to the expenditure of an estimated percentage of their proposed contract value. Specific dollar amounts of participation by each certified MBE/WBE firm should also be included on the Schedule A as practicable.

Additionally, the total dollar commitments proposed for certified MBE firm(s) must at least equal the MBE goal, and the total dollar commitment to propose certified WBEs must at least equal the WBE goal.

All commitments made on the bidder/proposer's Schedule A must correspond with those presented on the Schedule C documents that are described below.

Additionally, a fully completed and executed Schedule A must be submitted with the bid/proposal when due. Failure to submit the completed Schedule A or a waiver request in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

B. Schedule C: Letter of Intent

A Schedule C [Schedule C-1 (MBE/WBE Bidder/Proposer or Schedule C-2 (Joint Venture Partner) as described herein] must be completed in its entirety and executed by each certified MBE and WBE firm listed on the Schedule A and submitted with the bid/proposal.

The Schedule C must accurately detail the work to be performed by the certified MBE or WBE firm at the agreed rates and prices to be paid. Additionally, the certified MBE and WBE firm's scope of work, as detailed on their Schedule C must conform to their area of specialty included in the certification letter as described below.

Additionally, all fully completed and executed Schedule Cs must be submitted with the bid/proposal when due. Failure to submit the completed Schedule C(s) in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

C. Letters of Certification & Certification Determination

A copy of each proposed MBE and WBE firm's current letter of certification must be submitted with the bid/proposal as a complement to the Schedule A and C. All letters of certification must include a statement of the certified MBE/WBE firm's area of specialty.

In order to be designated as a certified Minority Business Enterprise (MBE) or as a Women Business Enterprise (WBE) in City Colleges of Chicago contracting activity a firm must be verified as such by agencies known and accepted by CCC.

Specifically, the following agencies confer the designation and are accepted by the Office of Contract Compliance:

- 1) The City of Chicago;
- 2) Cook County;
- 3) The State of IL—CMS ;
- 4) National Minority Supplier Development Council and its regional affiliates including the Chicago Minority Supplier Development Council and
- 5) Women Business Enterprise National Council and its regional partner organizations including the Women’s Business Development Center in Chicago and

Certifications will also be considered from conferring government agencies in other states and major metropolitan cities on a case by case basis.

D. Schedule C-2 & Joint Venture Agreements

If the bidder/proposer's MBE/WBE proposal includes the participation of certified MBE or WBE firms as a joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement, as a part of Schedule A submission.

In order to demonstrate the certified MBE or WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the MBE or WBE firm that is a party to the Joint Venture must complete the Schedule C-2.

Additionally, the joint venture agreement must complement the Schedule C-2 and include specific details related to: (1) contributions of capital and equipment (2) work responsibilities or other performance to be undertaken by the certified MBE/WBE firm; (3) the commitment of management, supervisory and operative personnel employed by the certified MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g. check signing authority).

5.2 Correct Completion of Schedules

The MBE/WBE Compliance Plan must have all blank spaces on both of the Schedules applicable to the Contract correctly filled in.

Agreements between a Bidder/Proposer and a certified MBE and certified WBE in which the certified MBE/WBE promises not to provide subcontracting quotations to other Bidders/Proposers are prohibited.

5.3 Deficient Compliance Plans

Upon receipt of the Compliance Plan submitted with the bid/proposal, the Office of MBE/WBE Compliance will determine if the bid/proposal is responsive. A bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer's response did not contain a sufficient level of certified MBE or WBE participation or an approved waiver request.

During the period between bid opening/proposal due date and contract award the MBE/WBE Plan will be evaluated by the Office of M/WBE Contract Compliance for the following:

- 1) MBE and WBE Performance of a commercially useful function
- 2) Analysis of industry standard for sub-contracting (if applicable)
- 3) Scope of services versus certification letter specialty area
- 4) Accurate levels of compliance
- 5) Due diligence efforts to support waiver request (if applicable)
- 6) Certification renewal status
- 7) MBE/WBE execution of Schedule C
- 8) Compliance history on previous contracts with CCC and its sister agencies

The Bidder/Proposer agrees to provide, upon request, earnest and prompt cooperation to the Office of M/WBE Contract Compliance in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed certified MBE or WBE firm in providing such assistance.

Additionally, a bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer was unresponsive or uncooperative when asked for further information relative to the bid/proposal, or that false statements were made in the Schedules.

SECTION 6: COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

- 6.1 Only certified MBE and WBE participation shall be counted toward the MBE and WBE goals set in this Contract and applied as follows:

A. Direct Participation

An MBE or WBE firm should be used directly in the performance of the scope of services that the Bidder/Proposer is providing for the District. The MBE or WBE's total contract value can be credited towards the participation goals for direct participation.

B. Indirect Participation

In the event the Bidder/Proposer's specific scope of services does not provide an opportunity for direct subcontracting, the Bidder/Proposer must consider other ways to engage MBEs and WBEs to meet the contract participation goals.

The expenditures with MBE and WBE vendors that are being used in the Bidder/Proposer's overall business operations for goods or services that are ancillary to the CCC contract such as transportation, advertising, accounting, landscaping, office supply can be credited at 100%.

C. Commercially Useful Function (CUF)

A Bidder/Proposer may count toward its MBE and WBE goal only expenditures to certified firms that will perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially useful function when it is responsible for a distinct element of work of a contract and carries out the responsibilities by actually performing, managing, and supervising the work involved using its own resources.

The Office of M/WBE Contract Compliance will use a variety of methods to determine whether or not an MBE or WBE is performing a CUF at any time (pre-award, during contract execution and/or during the contract close-out phase) including but not limited to:

- 1) Project site visits;
- 2) Documentation requests and/or
- 3) Interviews with MBE or WBE owners or employees

D. MBE/WBE Subletting

Consistent with normal industry practices, a certified MBE or WBE subcontractor may enter into further subcontracts. If a certified MBE/WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the certified MBE or WBE shall be presumed not to be performing a commercially useful function. Evidence may be presented, in writing, to the Office of M/WBE Contract Compliance by the contractors involved to rebut this presumption.

E. Counting MBE/WBE Manufacturers

A Contractor may count toward its goals expenditures to certified MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale) at 100%.

F. Counting MBE/WBE Suppliers

A Contractor may count 100% of its expenditures with certified MBE or WBE suppliers toward its compliance goals provided that the supplier performs a commercially useful function in the supply chain process and is a regular dealer.

G. Counting Total Dollar Value Awarded To Certified MBEs/WBEs

The total dollar value of contract awarded to a certified MBE or WBE firm shall only be credited to one of the respective certification statuses. The Contractor employing the certified firm may choose the goal to which the contract value is applied—either MBE or WBE; not both.

Work done by one and the same subcontractor shall be considered, for the purpose of this principle, as work effectively under one subcontract only, in which the subcontractor may be counted toward only one of the goals, but not toward both.

H. MBE/WBE Controlled Firms

If the Bidder or Proposer is a certified MBE most of the total contract value can be counted toward the fulfillment of the MBE goal and similarly, if a WBE is the Bidder or Proposer, most of the total contract value can be counted toward the fulfillment of the WBE goal. However, MBE Bidders/Proposers must obtain a certified WBE subcontractor and a WBE Bidder/Proposer must obtain a certified MBE subcontractor to meet the respective goals.

Additionally, if a firm is certified as both an MBE and WBE, they can only use one of the certification statuses to fulfill one of the goals; not both.

MBE and WBE Bidder/Proposers must submit a Schedule C-1 which outlines their intent to subcontract any portion of their work they do not plan to self-perform.

Moreover, an MBE or WBE Bidder/Proposer must submit a Schedule A, Schedule C(s) for MBE or WBE subcontractors, and certification letters for themselves and any other MBE or WBE they may be utilizing on the contract.

I. Counting Total Dollar Value of Eligible Joint Ventures

A Contractor may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Plan if the certified MBE or WBE participant of the joint venture:

1. Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
2. Is responsible for a clearly defined portion of work to be performed in proportion to the certified MBE or WBE ownership percentage.

A Schedule C-2 and Joint Venture agreement must be submitted to support utilizing an MBE or WBE as a Joint-Venture participant.

- 6.2 A Contractor may count toward its MBE/WBE goal the following expenditures to certified firms that are not manufacturers or regular dealers:

A. Fees or Commissions For Providing Services

The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

B. Fees For Delivering Materials and Supplies

The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

C. Fees or Commissions For Bonds or Insurance

The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

SECTION 7: CHANGES TO MBE/WBE PARTICIPATION PLAN

7.1 Termination of Scope of Work Not Permitted

After submitting executed MBE and/or WBE sub-agreements to the Office of M/WBE Contract Compliance, the Contractor shall thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the certified MBE or WBE firm, nor decrease the price to the MBE or WBE firm, without in each instance receiving the prior written approval of the Office of M/WBE Contract Compliance.

7.2 **Substitutions**

If it becomes necessary to substitute an MBE and/or WBE to fulfill the Contractor's MBE and/or WBE commitments, the Office of M/WBE Contract Compliance must be given reasons justifying the release of prior specific MBE and/or WBE commitments established in the Contractor's bid/proposal in order to review the propriety of the proposed substitution.

A substitution of MBE or WBE firms cannot be made without prior approval from the Office of MBE/WBE Compliance. In addition to the explanation provide above, the approval process must include a revised Schedule A, a Schedule C for the replacement firm(s) and current certification letter(s).

The approval process should also include concurrence from the affected MBE or WBE received either proactively from the Prime Vendor or by the Office of MBE/WBE Compliance.

SECTION 8: WAIVERS of MBE and WBE GOALS

8.1 **Inability to Meet Participation Goals**

If a Bidder/Proposer is unable to identify certified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for a contract, the bid/proposal must include a Schedule D (written request for waiver).

Submission of the Schedule D is not an automatic approval of the requested waiver. The approval of the requested waiver will be based, in part by the supporting documentation demonstrating the Bidder/Proposer's inability to obtain sufficient certified MBE and WBE firms, notwithstanding good faith attempts to achieve such participation.

Examples of such good faith efforts may include, but are not limited to, the following:

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of specific sub-bids/proposals to minority and women assistance agencies and associations.

- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
- f) the name, address and telephone number of the certified MBE and WBE firms contacted;
- g) a description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
- h) the reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- i) A statement of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- j) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- k) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- l) General efforts made to assist MBE and WBE firms to overcome participation barriers.

8.2 **Unacceptable Basis for Waiver Request**

If the bidder/proposer does not meet the MBE/WBE goal, price alone shall not be an acceptable basis for which the bidder may reject a certified MBE/WBE sub-bid/proposal unless the bidder can show to the satisfaction of the Office of M/WBE Contract Compliance that no reasonable price can be obtained from a certified MBE/WBE.

A determination of reasonable price is based on such factors as the estimate for the work under a specific subcontract, the bidder's own estimate for the specific subcontract, and the average of the bona fide prices quoted for the specific subcontract. A bid from a certified MBE/WBE for a subcontract will be presumed to be unreasonable if the MBE/WBE price exceeds the average price quoted by more than 15 percent.

8.3 Subsequent Waiver by Request of Contractor

During the performance of a contract, a contractor may request a partial waiver from compliance with its original MBE or WBE proposal for the following reasons:

- a) Due to substantially changed circumstances the contractor is unable to meet the previously stated MBE or WBE goal(s);
- b) Despite every good faith effort on the part of the contractor, it is unable to meet the previously stated MBE or WBE goal(s)

8.4 Waiver Initiated by City Colleges of Chicago

The Chancellor or their designee may grant a waiver from MBE or WBE requirements for an individual contract upon a determination that there are insufficient certified MBEs or WBEs available to fulfill such requirements for that particular contract.

A determination by the Chancellor to waive MBE or WBE requirements for an individual contract must be stated in writing, and placed in the appropriate project file.

SECTION 9: REPORTING AND RECORD-KEEPING REQUIREMENTS

9.1 Execution of Subcontract By Contractor

The Contractor, within five (5) working days after Contract award, shall execute a formal subcontract or purchase order in compliance with the terms of the Contractor's bid/proposal and MBE and WBE assurances and should be submitted to the Office of MBE/WBE Compliance within three (3) business days if requested by the Office of MBE/WBE Compliance.

In addition, each subcontract between the Bidder/Proposers and any certified MBE or WBE firm performing work on the Contract shall include remedies for non-compliance with the commitment to MBE and WBE participation, including an agreement to pay damages to the certified MBE and WBE firms which were underutilized.

9.2 Payments to MBE and WBES

During the performance of the Contract, the Contractor shall file regular MBE and WBE payment reports, on the form entitled "Monthly and Quarterly Report of Payments to MBE and WBE Subcontractors."

Additionally, invoices and/or other documentation must be submitted to the Office of MBE/WBE Compliance within five (5) days upon request to support the utilization of MBEs and WBES.

9.3 Maintenance of Relevant Records

The Contractor shall maintain records of all relevant data with respect to the utilization of certified MBE and WBE firms, including without limitation payroll records, tax returns and records, and book of accounts, and retain such records for a period of at least three (3) years after final acceptance of the work. Full access to such records shall be granted to the Office of M/WBE Contract Compliance or its designee, on five (5) business days' notice in order to determine the Contractor's compliance with its MBE and WBE commitments and the status of any certified MBE or WBE firm performing any portion of the Contract.

SECTION 10: NON-COMPLIANCE WITH MBE and WBE PARTICIPATION GOALS

10.1 Compliance Audits

Whenever the Office of M/WBE Contract Compliance believes that the contractor or any of its subcontractors may not be operating in compliance with this Plan, it shall conduct an appropriate investigation.

10.2 Notification regarding Non-compliance

Upon indications of inadequate compliance or non-compliance, the Office of M/WBE Contract Compliance will notify the contractor and the subcontractor, in writing.

The Office of M/WBE Contract Compliance, the contractor or subcontractor may request an opportunity to meet to discuss MBE/WBE contract compliance. The contractor or subcontractor shall make such request to the Office of M/WBE Contract Compliance in writing within five (5) working days of receiving notice. The meeting shall be scheduled by the Office of M/WBE Contract Compliance at a reasonable date, time and place, with notice to contractor and subcontractor.

10.3 Determination of non-compliance

If after notification and subsequent discussions, the Office of M/WBE Contract Compliance determines that a contractor is not meeting or has not met applicable MBE or WBE goals and is not demonstrating or has not demonstrated every good faith to meet the goals, the contractor shall be subject to suitable sanctions as set forth in paragraph 10.3 A (Sanctions) below.

10.4 MBE and WBE Remedies For Prime Vendor Non-Compliance

The unexcused reduction of certified MBE or WBE participation in connection with the Contract including any modification thereof, shall entitle the affected certified MBE and WBE firms to payments pursuant to such agreement. Such provisions shall include an undertaking by the Contractor to submit any dispute concerning such damages to binding arbitration by an independent arbitrator, other than the City Colleges of Chicago, with reasonable expenses, including attorneys' fees, being

recoverable by a prevailing certified MBE or WBE. Nothing herein shall be construed to limit the rights of and remedies available to the City Colleges of Chicago.

10.5 Sanctions for Non-compliance

A. Terms and Conditions of Plan Applying To All Contracts

The MBE/WBE requirements of these Terms and Conditions shall be incorporated into all of the contracts between City Colleges and its vendors. In addition to any other remedies City Colleges may have, the following apply:

Where the Office of M/WBE Contract Compliance determines the conditions set forth in Section 10.3 above to exist during the term of the contract, the Office of M/WBE Contract Compliance may recommend that the Board suspend or terminate the contract, in whole or in part, and may also declare the contractor ineligible for future contracts for a period of two (2) years.

The Contractor shall be liable to the City Colleges for any consequential damages incurred as a result of suspension or termination of the contract including damages arising either from delay or increased price in securing performance of the work by other contractors, attorney's fees and court cost.

Where the Office of M/WBE Contract Compliance determines the conditions set forth in paragraph 10.3 above to exist at the conclusion of a contract, the Office of M/WBE Contract Compliance may declare the contractor ineligible for future contracts for a period of two (2) years.

If a Contractor has provided false or misleading information in connection with certification, bid or proposal documents, compliance progress reports, or any other aspect of this Plan, the Office of M/WBE Contract Compliance may impose any of the sanction described in paragraph 10.5 (Sanctions) and all its subsections.

If there is a bona fide payment dispute between a Contractor and its certified M/WBE subcontractor for work performed under the Plan, the City Colleges may withhold payment of the disputed amount from the Contractor and place such funds in an interest bearing account pending resolution of the dispute, by judicial or other means.

B. Contractor's Right To Appeal Decision

A contractor shall have the right to appeal a decision from the Office of M/WBE Contract Compliance declaring it ineligible for future City College contracts. Such appeal shall be made to the Chancellor or his/her designee.

C. Sanctions Available To The City Colleges of Chicago

The failure of City Colleges to impose any sanction it may have under this Section shall not be deemed a waiver of its right to impose such a sanction for subsequent violations. The listing of sanctions available to City Colleges in paragraph 10.5 A shall not be deemed to exclude any other sanctions or remedies available at law or in equity.

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, must first consider involvement with MBE/WBE firms as joint venture partners, direct subcontractors, and suppliers of goods and services directly related to the performance of this contract. A service not directly related to the scope of services, but utilized during the bidder/proposer's normal course of business is considered indirect.

Additionally, all MBE/WBE firms included in this plan must be currently certified as such by at least one of the following agencies acknowledged by the City Colleges of Chicago (City of Chicago, Cook County, State of IL, Chicago Minority Supplier Development Council and regional affiliates and/or the Women's Business Development Center and its regional affiliates).

Project Name& Number _____

In connection with the above referenced project I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of:

(Company Name)

(Printed Name and Signature of bidder/proposer's authorized representative)

located at: _____
(Address, City & Zip)

and I can reached at _____ or via email at _____
(phone number)

The certified MBE and WBE participants on this project include (attach additional sheets as necessary):

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> (100% credit)	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

SCHEDULE A

MBE / WBE Goal Implementation Plan

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Total MBE Direct	\$	%	Total MBE Indirect	\$	%
Total WBE Direct	\$	%	Total WBE Indirect	\$	%

Bidder/Proposer's M/WBE Liaison (if other than the submitter of the Schedule):

(Please print—Name, phone & email address)

Affidavit of Bidder/Proposer:

I affirm that I have personally reviewed the material and facts set forth herein describing the Bidder/Proposer's plan to achieve the City Colleges of Chicago's MBE/WBE goals and that to the best of my knowledge the information contained herein is true and no material facts have been omitted. Additionally I understand that material misrepresentation will be grounds for contract termination if the Bidder/Proposer is so selected and will be subject to all laws relative to false statements.

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C


Letter of Intent to Perform as Subcontractor,
Subconsultant and/or Material Supplier

Project Name and Number: _____

From: _____ ☐ MBE ☐ WBE
(Name of Certified Firm/ MBE or WBE)

To: _____
(Name of Bidder/Proposer)

The undersigned intends to perform work in connection with the above-referenced project as (check all that apply):

- ☐ a Sole Proprietor ☐ a Corporation
☐ a Partnership ☐ a Joint Venture  *If proposing a Joint Venture with an MBE or WBE, submit Schedule C-2*
☐ a supplier ☐ a Consultant ☐ a Sub-contractor

The undersigned is prepared to provide the following described service(s) and or goods in connection with the above-named project:

The above described service(s) or goods from the above-named certified MBE or WBE are offered for the following price, with terms of payment as stipulated in the Contract Documents, provided below:

Price \$ _____ % of Bidder/Proposer contract _____

Terms of Payment: _____

If more space is needed to add additional scopes of services or more fully describe the certified MBE or WBE firm's proposed scope of work and/or payment schedule, please attach additional sheet(s).

Sub-Contracting Levels

If the MBE or WBE firm **will not** be sub-contracting any of the work described in this Schedule, a zero (0) **must** be filled in each blank below in order for the form to be considered complete.

_____ % of the dollar value of the certified MBE/WBE subcontract will be sublet to non-MBE contractors.

_____ % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

NOTE: If more than 10% percent of the value of the certified MBE or WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet **must** be provided on a separate sheet on the firm's letterhead.



SCHEDULE C

Letter of Intent to Perform as Subcontractor,
Subconsultant and/or Material Supplier

The undersigned hereby affirms:

- The **current** MBE or WBE status of the undersigned is confirmed by the attached Letter(s) of Certification.
- A formal agreement for the above work will be executed with the Prime Contractor, contingent upon their receipt of a contract award notification from the City Colleges of Chicago, within five (5) working days of said notice.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By: _____
Print Name of MBE or WBE Firm

Printed Name & Signature of MBE or WBE's Authorized Representative Date

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C-1

Letter of Intent to Perform as an MBE or WBE
Prime Contractor, Consultant and/or Material

If an MBE or WBE will perform as a Prime Contractor, the firm must certify the portion of work they intend to self-perform with their own resources and accurately indicate subcontracting levels. This form must be completed in its entirety.

Project Name and Number: _____

MBE or WBE Bidder or Proposer: _____ ☐ MBE ☐ WBE
(Name of Certified Firm/ MBE or WBE)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

- ☐ a Sole Proprietor ☐ a Corporation
☐ a Partnership ☐ a Joint Venture
☐ a supplier ☐ a Consultant ☐ a Sub-contractor



If proposing a Joint Venture as an MBE or WBE in addition to the Schedule A, a corresponding Schedule C-2 must be submitted.

Self-Performance Levels

_____ % of the dollar value the MBE or WBE firm named above will self-perform.

Sub-Contracting Levels

_____ % of the dollar value of the certified MBE/WBE subcontract will be sublet to ***non-MBE contractors***.

_____ % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

The undersigned hereby affirms:

- The **current** MBE or WBE status of the above named firm is confirmed by the attached Letter(s) of certification.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By: _____
Print Name of MBE or WBE Firm

Printed Name & Signature of MBE or WBE's Authorized Representative

Date

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C-2

Letter of Intent to Perform as an MBE or WBE
Joint Venture Partner

Please complete this form in its entirety with the specific information requested (consistent referral to the joint venture agreement will be unacceptable). A copy of the Joint Venture agreement and the letters of certification for each MBE or WBE Joint Venture partner must be attached.

Project Name and Number: _____

A. Joint Venture Name: _____

Address: _____

Phone: _____

Contact: _____

B. MBE or WBE Joint Venture Partner: _____

MBE ☐ WBE ☐ Certifying Agency(s) _____

Address: _____

Phone: _____

Contact: _____

C. Non-MBE/WBE Joint Venture Partner: _____

Address: _____

Phone: _____

Contact: _____

D. Ownership of Joint Venture

	MBE/WBE Partner %	Non-MBE/WBE %
MBE WBE ownership of the joint-venture		
Profit		
Loss		
Capital contribution		
Capital contribution	\$	\$
Equipment contribution	Attach a list of equipment being provided by each Joint Venture partner on a separate sheet of paper.	
Other ownership interests	Attach a list of ownership interests of each JV partner that may restrict or limit the participation in the JV being formed for this project.	

SCHEDULE C-2

Letter of Intent to Perform as an MBE or WBE
Joint Venture Partner

E. Control of Joint Venture

Indicate which Joint Venture partner is responsible for the activities noted below and notate if there are any limitations or restrictions.

Activity	Name of responsible Joint Venture Partner	Comments (restrictions or limitations)
JV check signing		
Authority to enter contracts on behalf of the JV		
Obligate the JV for insurance, bonding and/or other financial commitments		
Accounting		
Major purchases		
Negotiation and signing labor agreements		
Supervise field operations		
Estimating		
Engineering		
Hire JV personnel		
Submit JV payrolls		

F. Joint Venture personnel

Indicate the approximate number of employees needed to perform the work of the joint venture and the approximate number of employees that will be contributed by each partner and if any will be hired directly by the JV:

Trade	Non-M/WBE JV Partner (#)	MBE/WBE JV Partner (#)	Joint Venture (indicate if new hire or if employed by which partner)



SCHEDULE C-2

Letter of Intent to Perform as an MBE or WBE Joint Venture Partner

The undersigned hereby affirms:

- The **current** MBE or WBE status of the undersigned is confirmed by the attached Letter(s) of Certification.
- A formal agreement for the above work will be executed with the Prime Contractor, contingent upon their receipt of a contract award notification from the City Colleges of Chicago, within five (5) working days of said notice.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By: _____
Print Name of MBE or WBE Joint-Venture Partner

Printed Name & Signature of MBE or WBE's Authorized Representative Date

By: _____
Print Name of non-MBE/WBE Joint Venture Partner

Printed Name & Signature of non-MBE/WBE Joint Venture Partner's Authorized Representative

Date

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE D—WAIVER REQUEST

NOTE: *Please refer to the attached instructions regarding the Good Faith Efforts required to support a waiver request.*

To: City Colleges of Chicago Office of M/WBE Contract Compliance

Re: **Request for waiver from the City Colleges of Chicago MBE/WBE Contract Participation Plan**

The undersigned respectfully requests a waiver of the City Colleges of Chicago's M/WBE Contract Participation Plan as detailed below. The request is made with the express understanding that the approval is not automatic and the circumstances and supporting documentation will be reviewed accordingly.

Project Name & Number: _____

Type of waiver: Full MBE (25%) ☐ Partial MBE (percentage to be waived) ☐ _____%

Full WBE (7 %) ☐ Partial WBE (percentage to be waived) ☐ _____%

Reason for waiver:

- ☐ Sole Source Manufacturer
- ☐ Distributor – No Subcontractors
- ☐ Limited subcontracting opportunities
- ☐ Other _____

Submitted by: _____

Name and Title of authorized representative

Name of Bidder/Proposer Company

For CCC use only:

Granted: Full MBE ☐ Partial MBE ☐ _____% Full WBE ☐ Partial WBE ☐ _____%

Denied: ☐ Insufficient supporting documentation ☐ Sufficient pool of direct M/WBE vendors

User Department concurrence (for scope issues): _____

CCO initials/date: _____ Compliance Director/date _____

Instructions regarding Good Faith Efforts for supporting a waiver request:

In addition to completing the Schedule D document, the Bidder/Proposer must provide a detailed narrative citing the reason they are seeking a waiver of the MBE/WBE Plan. The narrative must include reference to and attachments (where appropriate) of the following:

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's supplier diversity policies regarding the utilization of MBE and WBE firms, plus a description of the procedures used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of available sub-bids/proposals to minority and women assistance agencies and associations.
- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
 - o Names, addresses and telephone numbers of certified MBE and WBE firms contacted;
 - o A description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
 - o The reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- f) A description of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- g) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- h) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- i) General efforts made to assist MBE and WBE firms to overcome barriers in the marketplace.

ETHICS ORIENTATION CONTRACTORS/VENDORS

CITY COLLEGES OF CHICAGO ETHICS ORIENTATION CONTRACTORS/VENDORS

INTRODUCTION/GENERAL PRINCIPLES

As a City Colleges of Chicago (CCC) vendor/contract worker you are subject to the City Colleges of Chicago Ethics Policy. The purpose of this policy is to promote public confidence in the integrity of CCC by establishing consistent standards for the conduct of CCC business by Board members and employees.

The CCC Ethics Policy applies to full-time, part-time, temporary and seasonal employees, as well as to appointees to the Board of Trustees and contract workers.

As a CCC vendor/contract worker, you are expected to work on behalf of CCC in a manner that always complies with laws, rules, regulations and policies. By doing so and by always acting with honesty and integrity you are allowing established values to guide your actions and decisions. That is what it means to follow the principles of ethics.

The information that follows is intended to make you aware of selected elements of the CCC Ethics Policy and other laws and rules that relate to ethical conduct. If you have questions you may contact the CCC Procurement Office.

ETHICS OFFICER

The City Colleges Ethics Officer is designated by the Chancellor to provide guidance to the officials and employees of the District concerning the interpretation and compliance with the provisions of the City Colleges of Chicago Ethics Policy. The Ethics Officer shall also perform such other duties as may be delegated by the City Colleges of Chicago Board.

ANNUAL ETHICS TRAINING

All CCC employees are required to complete at least annually an ethics training program conducted by the City Colleges of Chicago. This requirement applies to any person employed full-time, part-time, or pursuant to a contract, as well as to any appointee – i.e. Board members. The ethics training reflects aspects of the City Colleges of Chicago Ethics Policy. The City Colleges Ethics Training Administrator will notify you and provide instructions to you concerning when and how to participate in the annual ethics training.

EXCERPTS FROM CCC ETHICS POLICY

GIFT BAN

In many instances, it is unlawful for a CCC employee to accept gifts that are offered in connection with his or her job. An employee cannot solicit or accept a gift from certain individuals or entities that are defined by law as a "prohibited source." Current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources.

As a contractor or vendor doing business with the City Colleges of Chicago you are required to comply with the Gift Ban prohibition of the CCC Ethics Policy. Under the Gift Ban Section of the Policy (Section 1aa) current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources and thereby precluded from providing gifts to CCC employees except as provided in the CCC Policy at Section 4-2(a-1). If you are in doubt about a gift, contact your Ethics Officer and read the City Colleges of Chicago Ethics Policy on Gift Ban. The City Colleges of Chicago Ethics Policy can be found at www.ccc.edu/departments/pages/ethics.aspx.

FIDUCIARY RESPONSIBILITY

All vendor/contract workers, Board members and student officers of the District owe fiduciary responsibility to the Board, District and residents of the District. Fiduciary responsibility is defined as a relationship imposed by law where someone has voluntarily agreed to act in the capacity of a "caretaker" of another's rights, assets and/or well being. The fiduciary owes an obligation to carry out the responsibilities with the utmost degree of "good faith, honesty, integrity, loyalty and undivided service of the beneficiaries' interest."

USE OF DISTRICT PROPERTY

CCC full-time, part-time, temporary and seasonal employees, as well as appointees to the Board of Trustees and contract workers shall not engage in or permit unauthorized use of District property.

POLITICAL ACTIVITY

No person who has done business with the City Colleges of Chicago within the preceding four years or is seeking to do business with the City Colleges of Chicago shall make contributions in an aggregate amount exceeding \$1500.00: (i) to any candidate for city office during a single candidacy; or (ii) to an elected official of the government of the city during any reporting year of his term; or (iii) any official or employee of the City Colleges of Chicago who is seeking election to any other office.

PENALTIES

Any contractor doing business with City Colleges of Chicago found to have violated the City Colleges of Chicago Ethics Policy, may be barred from doing business with City Colleges of Chicago, along with any other penalty provided for in this Policy.

CITY COLLEGES OF CHICAGO ETHICS POLICY

All vendor/contractors workers are required to read and will be held accountable to the City Colleges of Chicago Ethics Policy. The City Colleges of Chicago Ethics Policy can be found at www.ccc.edu/departments/pages/ethics.aspx.

All vendor/contract workers are required to sign the attached acknowledgment and return it to the Procurement Office. The executed acknowledgment will be on file in the Procurement Office.

VENDOR/CONTRACTOR ACKNOWLEDGEMENT

I affirm that I have received the above Ethics Orientation Training for Contractors/Vendors. I further affirm that I will read the full text of the City Colleges of Chicago Ethics Policy and be available for yearly ethics training.

FIRM NAME

SUBMITTED BY

TITLE

Contact Information for the City Colleges of Chicago Ethics Office

Telephone: 312/553-2925

Email: ethicsoffice@ccc.edu

Web Page: www.ccc.edu/departments/pages/ethics.aspx.

IRS W-9
Form

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Economic Disclosure Statment

**INSTRUCTIONS FOR COMPLETING
CITY COLLEGES OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

Community College District No. 508 ("CCC") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any CCC department or CCC Board action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any CCC action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

For purposes of the EDS:

"Applicant" means any entity or person making an application to CCC for action requiring CCC or CCC Board approval including bids, solicitations and other contract and lease proposals.

"Disclosing Party" means any entity or person submitting an EDS. If the Disclosing Party is participating in a matter in more than one capacity, please indicate each such capacity in Section I.F. of the EDS.

"Entity" or **"Legal Entity"** means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted by Persons or Entities that are:

1. Applicants: An Applicant must always file this EDS. If the Applicant is a Legal Entity, state the full name of that Legal Entity. If the Applicant is a Person acting on his/her own behalf, state his/her name.
2. Entities holding an interest in the Applicant: Whenever a Legal Entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such Legal Entity must file a separate EDS on its own behalf; and
3. Controlling entities: Whenever a Legal Entity directly or indirectly controls the Applicant, each such controlling Legal Entity must file a separate EDS on its own behalf.

CITY COLLEGES OF CHICAGO
Community College District No. 508 ("CCC")
ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

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

OR

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

B. Business address of Disclosing Party:

C. Telephone: _____ **Fax:** _____ **Email:** _____

D. Name of contact person: _____

E. Federal Employer Identification No. (if you have one): _____

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

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Limited partnership* | |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note and complete B.1.b below.

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

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

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

Name	Title

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

Name	Title

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

NOTE: CCC may require any such additional information from any applicant which is reasonably intended to achieve full or additional disclosure of ownership.

Name	Business Address	Percentage Interest in the Disclosing Party

(Add sheets if necessary)

SECTION III -- COMPLIANCE WITH CCC ETHICS POLICY

The CCC Ethics Policy imposes certain duties and obligations on persons or entities seeking CCC contracts, work, business, or transactions. The full text of CCC's Ethics Policy and a training program is available online at http://www.ccc.edu/files/Ethics_Policy.pdf and may also be obtained from CCC Ethics Office at 180 N Wabash Ave, 3rd Floor, Chicago, Illinois, 60601.

By signing this EDS, the Disclosing Party certifies that it and its officers, agents and employees have not by action or omission, breached the CCC Ethics Policy or induced, caused to result in or caused a breach of CCC Ethics Policy by a CCC officer, contractor, agent or employee and will not do so.

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

On the next page, the Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, or consultant whom the Disclosing Party has retained or expects to retain in connection with the Matter and any other person who will be paid a fee for communicating with CCC employees or officials when such communications are intended to influence the issuance of a contract or lease, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees other than Lobbyists who are paid solely through the Disclosing Party's regular payroll. **"Lobbyist"** means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the CCC whether disclosure is required or make the disclosure. (Add sheets if necessary)

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

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Substantial owners of business entities that contract with CCC must remain in compliance with their child support obligations throughout the term of the contract.

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

☐ Yes ☐ No ☐ No person owns 10% or more of the Disclosing Party.

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

☐ Yes ☐ No

All of the Contractor's Substantial Owners who directly or indirectly owns 10% or more of the Contractor must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

B. CERTAIN OFFENSES INVOLVING CCC AND SISTER AGENCIES

1. Neither the Disclosing Party nor any Controlling Person (as defined below) of the Disclosing Party has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;
 - (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the CCC or of any Sister Agency (as defined below); or
 - (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the CCC or any Sister Agency; or
 - (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section V.B.1
2. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section V.B.1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.
3. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party is charged with or

indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section V.B.1 above.

As used in this Section V.B, "**Controlling Person**" means any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members;
- shared facilities and equipment;
- common use of employees; or
- organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used in this Section V.B., "**Sister Agency**" means (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) the City of Chicago; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

C. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause C.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 3, 4 and 5 of this Section V.C., concern:
 - the Disclosing Party;
 - any "**Applicable Party**" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");

• any "**Affiliated Entity**" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members, shared facilities and equipment;
- common use of employees;
- or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including CCC, using substantially the same management, ownership, or principals as the ineligible entity);
- with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

3. Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the CCC, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct.

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

5. Neither the Disclosing Party, Affiliated Entity or Applicable Party is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with all the applicable rules and regulations of the Board of Trustees of CCC now in effect or hereafter adopted by the Board.

7. If the Disclosing Party is unable to certify to any of the above statements in Parts V.B. (Certain Offenses

Involving CCC and Sister Agencies) or V.C. (Further Certifications), the Disclosing Party must explain below:

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

D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. CERTIFICATION

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

☐ is ☐ is not

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

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

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

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

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

E. CERTIFICATION REGARDING INTEREST IN CCC BUSINESS

Any words or terms that are defined in CCC Ethics Policy have the same meanings when used in this Part E.

1. In accordance with CCC Ethics Policy: To the best of your knowledge after diligent inquiry does any Board Member, official or employee of CCC have a **"special interest"** in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☐ No

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

E.1., proceed to E.4.

2. Unless sold pursuant to a process of competitive bidding following public notice, no employee or Board member shall have a financial interest in the purchase of any property that belongs to the Board. Before participating in the competitive process, the employee or Board member shall disclose his financial interest.

Does the Matter involve a CCC Property Sale? ☐ Yes ☐ No

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

Name	Business Address	Nature of Interest
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_____	_____	_____
_____	_____	_____
_____	_____	_____

4. No employee or spouse of any employee, or entity in which an employee or his or her spouse has a financial interest, has applied for, solicited, accepted or received a loan of any amount from the Disclosing Party, any Applicable Party or any Affiliated Entity; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business.

☐ Yes ☐ No

5. If you checked "Yes" to Item E.4., provide the names and addresses of the CCC officials or employees who applied for, solicited, accepted or received such loan:

Name	Business Address	Amount of loan
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_____	_____	_____
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6. The Disclosing Party further certifies that no prohibited financial or special interest in the Matter will be acquired by any CCC official or employee.

SECTION VI -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

A. The Disclosing Party understands and agrees that:

1. By completing and filing this EDS, the Disclosing Party acknowledges, on behalf of itself and the persons or entities named in this EDS, that the CCC may investigate the creditworthiness of and the information provided about some or all of the persons or entities named in this EDS.
2. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the CCC in connection with the Matter, whether procurement or other CCC action, and are material inducements to the CCCs execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
3. If CCC determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and CCC may pursue any remedies under the contract or agreement (if not rescinded, void

or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with CCC..

4. CCC may make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against CCC in connection with the public release of information contained in this EDS and also authorizes CCC to verify the accuracy of any information submitted in this EDS.
5. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the CCC takes action on the Matter. If the Matter is a contract or other agreement being entered into by the CCC's Board of Trustees, the Disclosing Party must also update this EDS as the contract or agreement requires.

B. The Disclosing Party represents and warrants that:

1. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information required by this Disclosure Affidavit.

For purposes of the certifications in VI.B.2. and B.3., the term "**affiliate**" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including CCC, using substantially the same management, ownership, or principals as the ineligible entity.

2. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to CCC or a Sister Agency (as defined in Section V,B). This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
3. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
4. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those contained in this Disclosure Affidavit and will not, without the prior written consent of the CCC, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in VI.B.2., B.3. or B.4. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Date: _____

(Print or type name of Disclosing Party)

By: _____
(sign here)

(Print or type name of person signing)

(Print or type title of person signing)

State of _____

County of _____

Signed and sworn to before me on (date) _____ , by _____.

_____ Notary Public.

Commission expires: _____