11/06/2017

RE: REQUEST FOR PROPOSAL – KITCHEN EQUIPMENT REPAIR SERVICES

Illinois Institute of Technology (Illinois Tech) is soliciting vendors to provide campus wide Kitchen Equipment Repair Services on a task order basis for commercial grade equipment typically found in a higher educational setting, including but not limited to repair and replacement of existing kitchen equipment and components. This would entail entering into a 3-year Master Agreement that governs the Terms and Conditions of all work completed during this timeframe. A more detailed scope of work is enclosed in Section 1.1 of the Master Agreement. Please insert all rates and pricing into Section 4 of the Master Agreement. Union labor is required for this task. Please identify the union representing the workers in your response.

It is our intention to enter into an agreement with one or two vendors upon review and evaluation of all proposals received. As indicated in the Master Agreement, an executed agreement provides no guarantee or expectation as to the quantity or value of services to be awarded. The selected vendors will be expected to execute a contract that is substantially similar to the one that follows this letter. If you are not able to agree to the provisions of this Agreement, please indicate when you submit your proposal. The deadline to submit all proposal documents is November 20, 2017 at 10:00am. We intend to make a decision within two weeks of this bid submittal date.

Sincerely,

Darlene M. Coleman
Contract Manager
Facilities Maintenance Management

Cc: Kevin Gallagher
   Area Supervisor
   File
COMPANY INFO:
1. Legal Name: ____________________________________________
2. Legal Address: ____________________________________________
3. Year Company was incorporated: _____________________________
4. Company Main Phone Number: ______________________________
5. Fax Number: ____________________________________________
6. E-Mail Address: ____________________________________________
7. Web Site: ______________________________________________
8. Owner and Title: ____________________________________________

BUSINESS STATUS: Check more than one if applicable.

IIT is committed to socially responsible purchasing practices that support local community based and diversity owned businesses. We appreciate your assistance by indicating your diversity and/or small business classification below:

Asian [ ] African American [ ] Women Owned [ ] Hispanic [ ] Veteran [ ]
Small Business [ ] Native American [ ] Service Disabled Veteran [ ] Physically Challenged [ ] Other [ ]

_____ % of work will be awarded to Minority Business 
_____ % of work will be awarded to Women Owned Business Enterprises

EXPERIENCE:
1. Is your company presently providing services for any College/University office/school buildings similar to the scope of this RFP? Yes _____ No _____
2. What is the total square footage your company has under contract? ______________

REFERENCES (PLEASE PROVIDE 3):
List Company Names, Contact Person & Contact Information for current similar contracts:
1. ____________________________________________
2. ____________________________________________
3. ____________________________________________

I certify that all the above information is correct to the best of my knowledge:

Signed ____________________________________________ Date ___________
MASTER AGREEMENT FOR
MAINTENANCE AND REPAIR SERVICES
(NOT TO EXCEED $200,000.00 IN THE AGGREGATE)

THIS MASTER AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES (the “Master Agreement” or “Agreement”) is made and entered into as of this __ day of ____________, 20__, (the “Effective Date”) by and between ILLINOIS INSTITUTE OF TECHNOLOGY (“Illinois Tech” or “University”), an Illinois not-for-profit corporation, having its principal offices at 10 West 35th Street, Chicago, Illinois 60616, and [INSERT NAME OF CONTRACTOR] (the “Contractor”), an Illinois [INSERT TYPE OF ENTITY], having its principal offices at [INSERT PRINCIPAL ADDRESS].

RECITALS

WHEREAS, Illinois Tech may desire, from time to time, that Contractor furnish certain maintenance and repair services of the type described more fully below; and

WHEREAS, Contractor represents that it has the skill and ability and is willing and able to provide these services upon the request of Illinois Tech in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt of sufficiency of which the parties hereby acknowledged, Illinois Tech and the Contractor agree as follows:

TERMS AND CONDITIONS


1.1. Scope of Work. By this Agreement, Contractor agrees, upon the request of Illinois Tech and the execution of a specific Task Order, to render services, including any and all customary and incidental activities thereto (hereinafter referred to as either “Work” or “Services”): Kitchen Equipment Repair services for commercial grade equipment typically found in a higher educational setting, including but not limited to repair and replacement of existing kitchen equipment and components. Repair services may vary in scope, size and frequency. All labor, supervision, tools, equipment, transportation, permits, fees, taxes, incidentals and materials necessary to perform moves are to be included and provided by the contractor.

1.2. Task Orders. Any work to be performed by Contractor, pursuant to this Master Agreement, shall be ordered only through the issuance of written Task Order Forms. Oral orders shall not be binding on Illinois Tech. Contractor shall not initiate any Work prior to receipt of a signed Task Order Form from Illinois Tech. Each Task Order Form shall be approved and signed by authorized representatives of Illinois Tech and Contractor, and shall include, but not be limited to, a detailed description, as applicable, of the Services to be performed, milestones and timelines, and shall refer expressly to this provision of this Agreement. Each approved Task Order Form shall be in a form substantively similar to Exhibit A attached hereto.

1.3. Incorporation by Reference; Order of Precedence. Each Task Order Form referencing this Agreement shall be subject to the provisions of this Agreement and shall be construed as automatically incorporating the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Task Order Form, this Agreement shall control.

1.4. Materials. Contractor shall furnish all supervision, labor, material, fuel, power, equipment, transportation, shop drawings, samples, and services (collectively, the “Materials”) necessary to
provide, fabricate, install, and completely finish all Work. The Work shall be in accordance with the referenced drawings and specifications, if any, and all applicable codes and laws, and without use of asbestos, asbestos-containing materials, or other hazardous materials as defined from time to time by applicable federal or state laws, rules, and regulations. Contractor shall obtain and pay for all permits, licenses, and full inspection fees and taxes. The Work shall commence only after Contractor has obtained all applicable permits and/or licenses, and shall be accomplished to the satisfaction of Illinois Tech, without interruption to Illinois Tech’s facility operations, and with a minimum of inconvenience to Illinois Tech as judged by Illinois Tech. Contractor shall diligently prosecute the Work and provide sufficient labor forces to complete the Work by the dates listed in the applicable Task Order Form.

1.5. Quality and Workmanship. Unless specified in the applicable Task Order Form, the Materials, workmanship and articles incorporated in the work shall be new and of the best grade and quality of their respective kinds for the purpose intended and Contractor shall, on request, furnish satisfactory evidence of such kind and quality. No second-hand or salvaged materials will be permitted unless specifically authorized in the executed Task Order Form.

1.6. No Guarantee of Quantity. This Agreement is entered into with no guarantee or expectation as to the quantity or value of the Services to be awarded by Illinois Tech to Contractor. This Agreement is not exclusive and Illinois Tech may, in its sole discretion, choose to obtain from other contractors or to perform itself the Services or similar services as those provided by Contractor.

1.7. Compliance. In the performance of the Services, the Contractor shall comply with all applicable laws and regulations of the United States, the State of Illinois and relevant local governments. To this end, Contractor hereby represents and warrants to Illinois Tech that (a) it is fully licensed by and authorized to perform the Services in the state and locality where the Services are to be rendered, (b) it shall be in control of and responsible for all construction means, methods, procedures and job site safety, and (c) it shall secure any and all necessary permits from the applicable governing jurisdiction(s) where the Services are to be rendered.

1.8. Not to Exceed Value. During the term of this Agreement, the aggregate value of all Task Order Forms issued to Contractor pursuant to this Agreement shall not exceed $200,000.00 without the express prior written approval of the University’s Contract Representative. Contractor shall not proceed to perform any work estimated to exceed this limit unless authorized to do so in writing by Illinois Tech’s Contract Representative. Contractor is solely liable for notifying University in writing prior to initiating Work concerning any Task Order Form where the total amount due thereunder would cause Contractor to exceed the cap set forth in this Section 1.8. Contractor’s failure to provide such notification prior to commencing Work shall constitute a material breach of this Agreement.

1.9. Contractor Personnel. Contractor shall provide workers who are properly qualified, trained, certified and experienced in their respective trades to work on projects covered by this Agreement. Contractor is responsible for its employees using safe working practices, maintaining satisfactory standards of employee competency, conduct and integrity and for taking such disciplinary action with respect to its employees as may be necessary and appropriate and shall be responsible for ensuring that all Services are performed in accordance with established practices of the craft or trade. Illinois Tech reserves the right, in its sole discretion, to withhold its consent concerning any of Contractor’s employees to be assigned to perform Services in connection with this Agreement. Contractor shall immediately (same day as notification) remove any employee from University premises when such individual, in Illinois Tech’s sole discretion, is deemed to be unfit for any reason to perform services under this Agreement.
2. Term & Termination.

2.1. The Term of this Agreement is three (3) years from the Effective Date.

2.2. Task Order Forms issued pursuant to this Agreement may be issued through the current expiration date of this Agreement. Task Order Forms issued within the effective term of this Agreement may include periods of performance which extend beyond the expiration date of this Agreement. This Agreement will remain open and in effect until all open Task Order Forms are completed and closed.

2.3. Illinois Tech may terminate this Agreement, without liability, at any time upon ten (10) days prior written notice to Contractor, in which event Illinois Tech shall pay Contractor for that portion of the Work that has been completed to date less any back charges resulting in incurred or anticipated damages from Defective Work (defined below) and/or Contractor’s other breaches of this Agreement, which amounts shall be determined by Illinois Tech in its reasonable judgment. Upon notification, Contractor shall proceed in an orderly fashion to limit or terminate any outstanding commitments or obligations hereunder.


3.1. Time and Materials. Illinois Tech agrees to pay Contractor on a time and materials basis at the rates and prices reflected herein. The Task Order Form will provide for the establishment of a not-to-exceed price (“NTE Price”) for the project based on an advance estimate provided by Contractor. Contractor will be reimbursed for actual costs up to the NTE Price for labor at the applicable hourly rates established in this Agreement at the time of issuance of the Task Order Form and for material, subcontracts and special equipment plus applicable mark-ups as established in this Agreement.

3.2. Establishment of Price. Upon request by and in consultation with Illinois Tech’s Contract Representative, Contractor will prepare and submit to Illinois Tech’s Contract Representative a written cost estimate of the Work to be performed pursuant to an individual Task Order Form. Such written cost estimate will be made with reference to the applicable labor, material and equipment rates set forth in this Agreement. Upon acceptance by Illinois Tech, such written estimate will be incorporated into a Task Order Form.

3.3. Performance Timelines. It is understood and agreed that TIME IS OF THE ESSENCE, and the Contractor agrees to begin providing the Services in conformity with the provisions set forth in the applicable Task Order Form, and to prosecute the same with all due diligence, so as to complete each authorized project within the calendar days stipulated. If at any time Contractor anticipates a delay in meeting the timelines for a given Task Order Form, either due to changes to the Services requested by Illinois Tech or other causes beyond Contractor’s control, Contractor shall promptly notify Illinois Tech and the Task Order Form timelines may be modified as the parties shall agree. Any change that results in additional charges shall be reflected in changes to the affected budget and payment schedule, which shall be set out in an amended Task Order Form.

3.4. Work Schedules. Work schedules for individual Task Order Forms will be established by Illinois Tech in consultation with Contractor and reflected in the Task Order Form. To the maximum extent possible, all Work performed pursuant to a Task Order Form will be done during normal work hours at straight time rates. Any Work that requires performance outside normal work hours and/or requiring the payment of overtime or double time shall be justified by Contractor in his project/job estimate and approved in writing in advance by Illinois Tech. Illinois Tech shall
not be liable for any overtime or double time rates unless specifically agreed to and address in the applicable Task Order Form.

3.5. **Project Modifications.** Illinois Tech has the sole right and discretion to modify the Services set forth in any Task Order Form. Illinois Tech shall notify Contractor of any proposed modification, and Contractor shall notify Illinois Tech in writing within three (3) days after receiving notice of such modification as to whether its costs hereunder shall be affected thereby ("Material Modification"); otherwise, it shall be conclusively presumed that the modification shall not affect Contractor’s fees and costs hereunder. Contractor shall provide reasonable substantiation of any proposed change in its costs. No Material Modification shall become effective until approved by Illinois Tech and Contractor in writing.

3.6. **Lien Indemnity.** Contractor agrees to keep the property which is the site of the Services and any funds held by Illinois Tech or any lender of Illinois Tech free of any liens (including stop notices) by any subcontractors. Should any such lien be asserted, Illinois Tech may, in its sole discretion, (a) require Contractor, at its expense, to furnish an appropriate bond or title indemnity of one hundred fifty percent (150%) of the lien amount to remove the effect of the lien from such property or funds; (b) withhold funds otherwise due Contractor equal to one hundred fifty percent (150%) of the lien amount to assure payment of such liens; and/or (c) consider Contractor in default and seek any or all remedies identified in Section 9.

3.7. **Invoices and Payment.**

3.7.1. **Application for Payment.** Upon completion of the Work authorized pursuant to a single Task Order Form Contractor shall prepare and submit an Application for Payment and a Contractor’s Sworn Statement, together with an original, executed, and notarized waiver of lien on the University’s form which is attached as [Exhibit B](#). Contractor’s Application for Payment shall not reference or incorporate more than one Task Order Form. Contractor shall direct the Application for Payment to the following address:

Darlene Coleman  
Contract Manager  
100 W 33rd Street, Suite 200  
Chicago, IL 60616  
Ph: 312-567-3752  
Email: deolem10@iit.edu

Contractor’s Application for Payment shall provide detailed/itemized descriptions of the materials used with contractor cost, and the list of supplier(s) for each material, including each supplier’s full business name, address, phone number, and contact name. Work tickets or time cards must be submitted showing the number of each type of labor hours worked. This must match the number of labor hours invoiced. Further, Contractor must, upon request of Illinois Tech, complete a Form W-9, Request for Taxpayer Identification Number and Certification or such similar form(s).

3.7.2. **Payment.** Payment will be made to the Contractor within thirty (30) days after receipt by Illinois Tech of an invoice or Application for Payment that is submitted in proper form and substance. Release of payment will be conditioned upon review and approval of the Application for Payment by Illinois Tech’s Contract Representative.

3.7.3. **Audit.** Contractor shall maintain, for a period of two (2) years from the date of final payment, documentation reasonably sufficient to support all claims for payment made under this Agreement, and Illinois Tech shall have the right to review and/or audit the
same for the purpose of ensuring that such claims are valid and accurate and have been incurred in accordance with this Agreement. To this end, upon the request of Illinois Tech, Contractor shall make available to Illinois Tech, or its agent, within a reasonable time after the request, any such documentation. In the event that such a review or audit finds a claim for payment to be invalid, inaccurate or not supported by reasonably sufficient documentation or to have been incurred in violation of this Agreement, Contractor shall be liable for and shall return to Illinois Tech any funds related thereto.

4. Rates and Pricing. When preparing estimates or quotes for Work and when billing for Work performed pursuant to a Task Order Form issued under this Agreement, Contractor shall utilize the following rates and other pricing information.

4.1. Unit Prices. Fixed unit prices to perform the specified task or work segments are set forth below.

<table>
<thead>
<tr>
<th>Task or Work Segment</th>
<th>Unit Prices</th>
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4.2. Hourly Labor Rates. Hourly labor rates are set forth below.

<table>
<thead>
<tr>
<th>Labor/Trade Classification</th>
<th>Straight Time Rate</th>
<th>Overtime Rate</th>
<th>Double Time Rate</th>
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4.3. Fully Burdened. The unit prices and hourly labor rates set forth above are “fully burdened”, i.e. inclusive of all costs for labor, overhead and profit associated with completing a task or work segment or providing an hour of Work by the applicable labor/trade classification.

4.4. Material, Special Equipment and Subcontractor Costs. Actual costs for the purchase of materials, acquisition of special equipment and subcontracted work plus applicable mark-ups as set forth below may be billed directly to individual Task Order Forms issued under this Agreement. Mark-up rates are intended to reimburse Contractor for material handling and other indirect costs associated with acquiring materials, special equipment, and subcontracted work that are typically allocated to direct costs for these items in accordance with Contractor’s usual accounting procedures. Profit shall not be included as a part of these mark-up rates.

<table>
<thead>
<tr>
<th>Mark-up Type</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Material Mark-Up Rate</td>
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<tr>
<td>Special Equipment Mark-up Rate</td>
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<tr>
<td>Subcontractor Mark-Up Rate</td>
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5. Waiver of Contribution and Indemnification.

5.1. To the fullest extent permitted by law, Contractor waives any right of contribution and shall indemnify and hold harmless Illinois Tech and its officers, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys’ fees, arising out of or resulting from or in connection with the performance of the Services, provided that any such claim, damage, loss, or expense is caused in whole or in part by any actual or
alleged act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts it may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist.

5.2. Contractor shall defend Illinois Tech and its officers, agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys’ fees, arising out of or resulting from or in connection with the performance of the Services, provided that any such claim, damage, loss, or expense is caused in whole or in part by any actual or alleged act or omission of the Contractor, any anyone directly or indirectly employed by the Contractor, or anyone for whose acts it may be liable.

5.3. With respect to any and all claims, damages, losses, or expenses by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts it may be liable, the indemnification obligation under this Section 5 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

5.4. “Claims, damages, losses and expenses,” as these words are used herein shall be construed to include, but not be limited to, (a) injury or damage consequent upon any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts it may be liable; (b) all attorneys’ fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; and (c) all payments, expenses, costs, and attorneys’ fees incurred by Illinois Tech or its officers, agents or employees in defending and/or satisfying the claim, damage, or loss.

5.5. Only to the extent prohibited by law, a party shall not be indemnified against the indemnitee’s own negligence. Contractor waives any immunity from or limitation on its contribution liability to Illinois Tech based upon the applicable workers compensation act or any judicial interpretation of that act. The provisions of this Section 6 shall survive completion of the Services and termination, regardless of the reason therefor, of this Agreement.

6. Insurance.

6.1. Contractor shall procure and maintain in effect during the Term of this Agreement the insurance coverages listed in Exhibit C, which insurance shall be approved by Illinois Tech and placed with insurance companies rated “A- VII” or better by Best’s Key Rating Guide. Such insurance companies shall be authorized to do business in the jurisdiction in which the Services are to be rendered.

6.2. Insurance Required.

6.2.1. Workers’ Compensation Insurance providing statutory benefits and limits which shall fully comply with all state and federal requirements applying to this insurance in the state where the Services are to be rendered with a waiver of subrogation in favor of Illinois Tech and Employer’s Liability Insurance with limits as set forth in Exhibit C.

6.2.2. Motor Vehicle Liability Insurance with coverage for all owned, non-owned and hired vehicles with combined single limits as set forth in Exhibit C.

6.2.3. Commercial General Liability Insurance including, but not limited to, coverage for products/completed operations, premises/operations, personal/advertising and contractual injury liabilities, with a cross-liability endorsement, severability-of-interests clause, and
providing coverage for explosion, collapse, and underground hazards, with combined single limits as set forth in Exhibit C, naming Illinois Tech as an additional insured. Completed operations coverage shall continue to be maintained for at least one (1) year following the completion of the Services, naming Illinois Tech as an additional insureds during such period of continuation.

6.2.4. If applicable, Professional Liability Insurance including contractual liability coverage with limits of not less than the amount show in Exhibit C. Contractor shall maintain this coverage in effect during the term of this Agreement and for two (2) years after termination of this Agreement. The Contractor shall not have a self-insured retention. Upon Illinois Tech’s request, Contractor shall give prompt written notice to Illinois Tech of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement.

6.3. In the event that Contractor elects to perform a portion of the Work through the use of Subcontractors, Contractor agrees to require Subcontractors to comply with the insurance requirements of this Section 6. Contractor agrees that it shall contractually obligate Subcontractors to advise Contractor promptly of any lapse of the requisite insurance coverages, and Contractor agrees to advise Illinois Tech promptly of same Contractor assumes all responsibility for monitoring Subcontractors insurance certificates for compliance with the insurance provisions of this Agreement.

6.4. Each insurance policy shall provide that it shall not be canceled or materially changed without at least thirty (30) days’ prior written notice to Illinois Tech. The Commercial General Liability policy shall provide that Contractor’s policy shall be primary to and not contributory to any other valid and collectible insurance which may be available on behalf of Illinois Tech. The insurance carriers for each of the coverages set forth in this Section 6 shall waive all rights of subrogation which the insurer may have against Illinois Tech. Contractor shall furnish to Illinois Tech concurrently with the execution of this Agreement and upon each renewal thereafter, certificates of insurance in form acceptable to Illinois Tech or, upon the request of Illinois Tech, copies of the insurance policies required to be maintained hereunder evidencing that such coverage is in full force and effect. Failure to obtain and maintain required insurance shall not relieve the Contractor of any obligation contained in this Agreement. Additionally, any approval by Illinois Tech of any of Contractor’s insurance policies shall not relieve Contractor of any obligation contained in this Agreement, including liability for claims in excess of described limits.

7. **Safety.** Contractor acknowledges that Illinois Tech has disclosed to Contractor the presence and location of any known hazardous materials, such as asbestos, lead paint and the like, in the areas where Services are to be performed. Contractor acknowledges and agrees it is solely responsible for establishing and maintaining a safety program, including, but not limited to, all training, licensing, certifications and adherence to required protocols, that (a) is appropriate for the Services to be delivered, taking into consideration, among other things, the foregoing disclosure, and (b) meets all statutory and regulatory requirements, including, without limitation, all rules of the Occupational Safety and Health Administration. Further, Contractor acknowledges and agrees that it has received and has reviewed and will comply with Illinois Tech’s Contractor Safety Policy, as may be amended from time to time, the latest version of which is available at [http://web.iit.edu/sites/web/files/departments/general-counsel/pdfs/contractor_safety.pdf](http://web.iit.edu/sites/web/files/departments/general-counsel/pdfs/contractor_safety.pdf), listed in Exhibit E. Special situations with respect to safety may also be noted on each Task Order Form as needed. Compliance with Illinois Tech’s Contractor Safety Policy is supplemental to and does not relieve, and is not intended to relieve, Contractor of its obligation to establish and maintain a safety program that is appropriate for the Services to be delivered and meets all statutory and regulatory requirements. Upon request, Contractor agrees to provide Illinois Tech evidence sufficient to demonstrate its compliance with the terms of this Section 7.
8. **Warranty.**

8.1. In addition to any other provisions hereof, Contractor hereby warrants and guarantees that (a) all materials will be new unless otherwise approved by Illinois Tech; (b) all Services shall be performed in a good and workmanlike manner; (c) the Services shall conform to the Agreement; and (d) all completed Services shall be free from defects as determined by Illinois Tech. Any completed Services not in conformance with this Section 8 shall be considered defective (“Defective Work”).

8.2. Contractor agrees to repair or replace, at Illinois Tech’s option, any Defective Work (including, without limitation, materials) for a period of sixty (60) days from the actual or scheduled date the applicable Services are completed, whichever is later, or early termination of this Agreement as herein provided, to Illinois Tech’s satisfaction. Contractor shall repair or replace Illinois Tech’s materials, equipment, goods, and other property damaged as a consequence of Defective Work, all without any cost to Illinois Tech. If Contractor performs or causes to be performed any corrective work under this Section 8, the sixty (60) day callback period shall begin anew from the date of Illinois Tech’s acceptance of the corrected work. The provisions of this Section 8 shall survive completion of the Services and termination, regardless of the reason therefor, of, this Agreement.

9. **Contractor’s Defaults and Illinois Tech’s Remedies.** If Contractor breaches any term of this Agreement, makes a general assignment for the benefit of creditors, or should a receiver be appointed for the Contractor, Contractor shall be in default of this Agreement. Upon Contractor’s default, Illinois Tech, without limiting or waiving any other rights which Illinois Tech may have at law or equity, may do any or all of the following: (a) terminate this Agreement; (b) suspend Contractor from rendering the Services or any portion thereof; take possession of all or the applicable portion of Contractor’s materials, tools, and appliances on the site; finish the Services or any portion thereof; and seek compensation from Contractor for all sums Illinois Tech expended in excess of the amount set forth in Section 1.8 to complete the Services or any portion thereof; and/or (c) withhold until such default is remedied payments to Contractor in the aggregate amount of one hundred fifty percent (150%) of the amount Illinois Tech estimates it has been damaged or will be damaged by Contractor’s default. Illinois Tech shall be entitled to collect its reasonable attorneys’ fees and costs, including expert and consulting fees, incurred in enforcing any term of this Agreement or as a result of Contractor’s default of any term of this Agreement, including, without limitation, participation in any settlement discussions, alternative dispute resolution processes, or litigation.

10. **Rights in Data and Intellectual Property.** All original data and records of work performed by the Contractor at the request of Illinois Tech under this Agreement are intended to be and shall be deemed “works for hire” and shall become the property of Illinois Tech. Accordingly, the parties acknowledge and agree that any inventions or copyrights arising out of, resulting from or related to the Services to be rendered under this Agreement shall belong to Illinois Tech. Illinois Tech and the Contractor shall retain exclusive rights to all pre-existing inventions, whether patented or not, and copyrights.

11. **Communications.** Illinois Tech has designated Darlene Coleman as the University’s Contract Representative for the Services to be rendered under this Agreement, and the Contractor has designated [INSERT NAME] as Contractor’s Representative for the Services to be rendered under this Agreement. All communications relating to this Agreement from Contractor shall be conveyed through the University’s Contract Representative. Any notice given under this Agreement shall be in writing, shall reference this Agreement and shall be deemed given when: (a) delivered personally; (b) sent by confirmed facsimile or electronic mail; (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one day after deposit with a commercial overnight carrier, with written verification of receipt. Either party may change its
representative at any time by written notice to the other. Initial contact information for Illinois Tech’s and Contractor’s Representatives is as follows:

<table>
<thead>
<tr>
<th>Illinois Tech Representative:</th>
<th>Contractor Representative:</th>
</tr>
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<tbody>
<tr>
<td>Darlene Coleman</td>
<td></td>
</tr>
<tr>
<td>Contract Manager</td>
<td></td>
</tr>
<tr>
<td>100 W 33rd Street, Suite 200</td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60616</td>
<td></td>
</tr>
<tr>
<td>Telephone: 312-567-3752</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Facsimile: 312-567-3344</td>
<td>Facsimile:</td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:dcolem10@iit.edu">dcolem10@iit.edu</a></td>
<td>E-Mail:</td>
</tr>
</tbody>
</table>

12. **Severability.** In the event any one or more of the paragraphs or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, the validity, legality and enforceability of the remaining paragraphs and provisions shall not be in any way be affected or impaired thereby.

13. **Assignment and Subcontractors.** Contractor shall not subcontract any of its obligations under this Agreement without the prior written approval of Illinois Tech. If a Subcontractor is identified in a Task Order Form, the Task Order Form authorization shall provide Illinois Tech’s written approval. Any such approval shall not relieve Contractor of its obligations under this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other party.

14. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law provisions. Venue for any dispute shall be the appropriate court located in Cook County, Illinois, the jurisdiction to which the parties hereby consent.

15. **Miscellaneous.**

15.1. **Independent Contractor; Social Security and Other Taxes.** Contractor is undertaking the Project as an independent contractor to Illinois Tech. Nothing contained in this Agreement shall be deemed or construed by the parties, or by any third party, to create the relationship of principal and agent, partnership, joint venture, or any association between the parties. Contractor is solely responsible for Contractor’s employees, agents and representatives. To that end, and for the avoidance of doubt, Contractor shall be solely responsible for payment of all compensation to their respective employees, payroll deductions required by federal, state or local law, payments for income tax, social security and Medicare contributions, unemployment and disability insurance as required by law, and workers’ compensation insurance coverage or premiums required under state law, all as in effect from time to time. At no time shall Contractor’s employees be deemed to be the employer of Illinois Tech, and Contractor’s employees shall not be eligible to participate in any fringe benefits programs or be entitled to workers’ compensation payments made by Illinois Tech to its employees.

15.2. **Continuing Work Despite Dispute.** In the event of dispute with Illinois Tech concerning payment, Contractor shall continue to perform the Work diligently, provided that Illinois Tech shall pay amounts due Contractor not in dispute.

15.3. **MBE/WBE Program.** Contractor is to develop a program for employment opportunities and involvement of minority and women owned businesses in relation to the project in compliance with Illinois Tech’s MBE/WBE requirements as outlined in Exhibit D.
15.4. **Integration.** This Agreement, including the Exhibits hereto and any documents explicit incorporated by reference herein, constitutes the entire agreement between the parties and may be changed only by a written amendment executed by both parties.

15.5. **Interpretation.** Paragraph headings are for convenience of reference only and are in no way intended to interpret, define or limit the scope or content of this Agreement or any provision hereof and shall be given no legal effect in the interpretation of this Agreement. This Agreement shall be construed in accordance with the laws of the state in which the Project is located without giving effect to the State’s principles of conflicts of laws, and venue for any dispute shall be the appropriate court located in such state, the jurisdiction to which the parties hereby consent. The terms of this Agreement shall supersede any inconsistent terms in any other Contract Documents, including, without limitation, the exhibits attached hereto.

15.6. **Assignment.** Contractor shall not assign or transfer this Agreement without first procuring the prior written consent of Illinois Tech, which consent may be withheld in Illinois Tech’s sole and absolute discretion. Illinois Tech may assign or transfer its interest in this Agreement without the consent of Contractor or other limitation other than a duty to provide thirty (30) days written notice. Illinois Tech shall have no further duties or obligations under this Agreement upon its assignment of all of its rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the date first set forth above.

**ILLINOIS INSTITUTE OF TECHNOLOGY**

By: ________________________________
Name: Bruce Watts
Its: VP, Administration, Facilities & Public Safety

**[INSERT NAME OF CONTRACTOR]**

By: ________________________________
Name: ______________________________
Its: ________________________________
REFERENCE IS MADE TO THE ABOVE SUBJECT MASTER AGREEMENT FOR SERVICES DATED [INSERT MASTER AGREEMENT DATE] (THE "MASTER AGREEMENT"), UNDER WHICH [INSERT CONTRACTORS' NAME] (THE "CONTRACTOR") PROVIDES SERVICES TO ILLINOIS INSTITUTE OF TECHNOLOGY ("ILLINOIS TECH"). IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERMS OF WHICH ARE HEREBY INCORPORATED BY THIS REFERENCE, AND THIS TASK ORDER FORM, CONTRACTOR WILL PROVIDE THE FOLLOWING SERVICES. UNLESS INDICATED TO THE CONTRARY, DEFINED WORDS IN THIS TASK ORDER FORM SHALL HAVE THE SAME MEANING AS IN THE MASTER AGREEMENT.

LOCATION:

[INSERT NAME AND ADDRESS OF ACTUAL WORK SITE.]
ILLINOIS INSTITUTE OF TECHNOLOGY, CHICAGO, ILLINOIS.

PROJECT DESCRIPTION:

[INSERT PROJECT DESCRIPTION.] EXHIBIT A1

ESTIMATED PROJECT COST:

$__________________

SCHEDULE:

[INSERT SCHEDULE.]

TASK ORDER FORM ASSIGNMENT AUTHORITY:

ILLINOIS TECH’S DESIGNATED CONTACT FOR THIS TASK ORDER FORM IS: [INSERT NAME], 100 W 33rd ST, STE 200, CHICAGO, IL 60616, [INSERT CELL/PHONE], [INSERT EMAIL]

HIS/HER ALTERNATE IS: DARLENE COLEMAN, 100 W 33rd ST, STE 200, CHICAGO, IL 60616, 312-498-6798, dcoleml0@iit.edu.

THIS PROJECT ASSIGNMENT IS ACCEPTED AND AGREED TO THIS _______ DAY OF __________, 201_.

BY: ________________________________________  BY: ________________________________________

NAME:  KEVIN GALLAGHER  NAME: ________________________________________

TITLE:  AVP, FACILITIES, OPERATIONS & MAINTENANCE  TITLE: ________________________________________

DATE: ________________________________________  DATE: ________________________________________

FOR INTERNAL USE ONLY

FOAP: _____________________________  ORG DESCRIPTION: _____________________________
EXHIBIT B
CONTRACTOR’S SWORN STATEMENT AND LIEN WAIVER FORMS
WAIVER OF LIEN

STATE OF ILLINOIS ) Project Name: (2) _______________________
COUNTY OF (1) ______________)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has contracted with Illinois Institute of Technology to furnish (3)____________________ for the premises known as (4) ________________

The undersigned, for and in consideration of (5) ______________ dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to liens of mechanics, laborers and materialmen with respect to and upon the foregoing described property, and the improvements thereon, and with respect to any statutory lien bond, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Illinois Tech (or Contractor), on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the foregoing described property.

____ day of ____________, 20____ Signature:_____________________________________________________________________

Title:____________________________________________________________________

CONTRACTOR’S AFFIDAVIT

STATE OF ILLINOIS )
COUNTY OF (1) ______________)

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that it has contracted with Illinois Institute of Technology the Contractor (or Owner) for materials and services related to the premises known as (4) ________________ The total Contract Sum including extras is (5) $ ________________ on which it has received payment of (6) $ ________________ prior to this payment. That all waivers submitted are true, correct and genuine and delivered unconditionally, and that there is no claim, either legal or equitable, to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

<table>
<thead>
<tr>
<th>NAMES (include undersigned’s portion of contract)</th>
<th>WHAT FOR</th>
<th>CONTRACT SUM</th>
<th>AMOUNT PAID</th>
<th>THIS PAYMENT</th>
<th>BALANCE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attach additional pages if necessary</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL (Undersigned MUST complete this line)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
<td></td>
</tr>
</tbody>
</table>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of ________________, 20____ Signature:____________________________________________________________________

Subscribed and sworn to before me this ___ day of ________________, 20____

1. Insert name of county where waiver is executed
2. Insert project name
3. Describe what was furnished, e.g., carpentry, plumbing, etc.;
4. Provide location of project by legal description and/or common address if known
5. Insert Contract Sum including extras
6. Insert amount of prior payment, if applicable
7. Insert amount of this payment
8. Insert zero
## EXHIBIT C
### INSURANCE COVERAGES
(Minimum Requirements)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000.00 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000.00 aggregate</td>
</tr>
<tr>
<td>Automobile</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Excess Liability</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Employer Liability</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Professional Liability (If Applicable)</td>
<td>$______________ per occurrence</td>
</tr>
</tbody>
</table>

Additional insured to be listed: Illinois Institute of Technology

Description Section (Must clearly state that):

“Illinois Institute of Technology is named as an additional insured with respect to General Liability. All such coverage shall be primary and not contributory and shall contain a waiver of any rights of subrogation thereunder. The additional insured shall receive at least thirty (30) days’ prior written notice of termination or material modification.”

The foregoing language is exemplary and nothing in this Exhibit C is intended to waiver or to modify the Contractor’s insurance obligations as the same are provided for in Section 6 of the Agreement.
EXHIBIT D
ILLINOIS INSTITUTE OF TECHNOLOGY
MBE/WBE PLAN AND
EQUAL EMPLOYMENT OPPORTUNITY PLAN

The following constitutes the MBE/WBE and Equal Employment Opportunity Plan (the "Plan") which shall govern the activities of the Contractor and Subcontractors engaged to perform Work on Illinois Institute of Technology Projects (the “Project”). Each Contractor or Subcontractor who agrees to perform Work or services and supply materials for the Project shall be deemed to have agreed to the terms of this Plan and this Plan shall be deemed incorporated into any Contract for labor or materials for the Project, as is fully set forth therein.

I. DEFINITIONS

As used in this Plan, the following terms shall have the following meanings indicated:

A. "Minority" means a person who is a citizen or lawful resident of the United States and who is Black; Hispanic; Asian-American and Pacific Islander; American Indian or Alaskan native.

B. "Minority Business Enterprise" ("MBE") means a business that is Owned and Controlled (as herein defined) by one or more Minority persons.

C. "Women Business Enterprise" ("WBE") means a business that is Owned and Controlled by one or more women.

D. "Owned" means a business which is (1) a sole proprietorship legitimately Owned by a Minority person or woman, (2) a partnership or joint venture in which at least 51 percent of the beneficial ownership interests legitimately are Owned by Minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests are Owned by Minority persons or women.

E. "Controlled" shall be determined by considering the degree to which Minority group members or women participate in direction and management of this partnership, corporation, joint venture or other entity, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets and profits of the business.

F. "Eligible MBE or WBE Firm" includes any qualified Contractor or Subcontractor providing labor, services, products or materials for the Project who has been certified by one of the agencies or programs listed below:

City of Chicago, National Minority Supplier Development Council Affiliates (NMSDC), Chicago Minority Business Development Council (CMBDC), State of Illinois - Department of
Transportation (IDOT), Small Business Administration (SBA-8A), and the Women’s Business Development Center.

G. "Contractor" means any person who has a Contract with Illinois Institute of Technology, providing labor, services, products and materials for the Project.

H. "Subcontractor" means any person who has such a Contract with a Contractor or with a Subcontractor providing labor, services, products and materials for the Project.

I. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise in which they may combine their property, capital, efforts, skills and/or knowledge. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between a MBE and/or WBE firm and a non-MBE/WBE firm.

A Joint Venture is eligible if, and only if, all of the following requirements are satisfied:

- The MBE and/or WBE venturer(s) share in the (1) ownership, (2) control, (3) management responsibilities, (4) risks and (5) profits of the Joint Venture in proportion with the MBE and/or WBE ownership percentage; and

- The MBE and/or WBE venturer(s) are responsible for a clearly defined portion of the work to be performed in proportion with the MBE and/or WBE ownership.

J. “Area of Specialty” means the description of a MBE or WBE firm’s business which has been determined by the M/WBE certifying agency to be most reflective of the MBE or WBE firm’s claimed specialty of expertise. Each MBE and WBE letter of certification contains a description of their Area of Specialty. Credit toward this contract’s MBE or WBE participation goal shall be limited to the participation of firms performing within their Area of Specialty.

K. “Commercially Useful Function” means that a contractor is responsible for execution of a distinct element of work and carries out its responsibilities by actually performing, managing and supervising the work involved.

II. STATEMENT OF INTENT AND PROGRAM IMPLEMENTATION

The Contractor recognizes its obligations to establish and implement aggressive equal employment opportunity programs and appropriate MBE/WBE programs to ensure full participation of minorities and females in this Project. The Contractor also recognizes that minority and female participation in the construction industry has, at times in the past, been found to be significantly below their representation in the general work force in the City of Chicago. In order to assure that minorities and females fully participate in this Project, Contractor agrees to the obligations described below and to designate a Plan Officer who will act on its behalf to fulfill its responsibilities thereunder.

Failure to effectively implement the Plan shall be deemed to be a default under the Contract.
III. M/WBE CONTRACTING & PROCUREMENT

A. Contractor shall make good faith efforts to actively solicit and achieve the participation of M/WBE firms in the contracting and procurement process and to identify and use eligible M/WBE firms for any Work that may be subcontracted by it and material or supplies purchased by it, whenever possible.

B. The goal for MBE utilization is a minimum of 25% of the aggregate dollar value of the contract, including all changes to the Contract. The goal for WBE utilization is a minimum of 5% of the aggregate dollar amount of the Contract, including all changes to the Contract.

C. Contractor shall maintain a documented record of all contacts with M/WBE firms and M/WBE trade associations, and of all bid solicitations and the results thereof. Such documentation shall be available to IIT upon request.

D. Where economically and technically feasible, Contractor shall award contracts to M/WBE firms as a result of competitive bidding processes or negotiations limited to M/WBE firms.

E. Where economically and technically feasible, Contractor shall divide the Work to be contracted into smaller portions to permit greater participation by M/WBE firms. In the preparation of bid packages, Contractor shall carefully analyze and evaluate the requirements for goods and services to identify those which may be assembled into bid packages of a size and scope within the ability of the greatest number of M/WBE firms to provide and perform.

F. Where appropriate, Contractor shall provide technical assistance to M/WBE firms in the bidding, estimating and scheduling processes.

IV. EQUAL EMPLOYMENT OPPORTUNITY

A. Contractor shall not discriminate against employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin, or disability not affecting ability to perform. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin. Such action shall include, but not be limited to the following: employment, job classification, upgrading, promotion, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation and selection for and quality of training, including apprenticeship.

B. Contractor shall comply, at its own expense, with all applicable laws, ordinances, rules, regulations and orders of any public authority relating to the terms and conditions of employment of any person who is employed in connection with the Project including, without limitation, the applicable provisions of the Fair Labor Standards Act, the Fair Employment’s Practices Law and the Equal Pay Act.
C. In an effort to ensure equal minority and female employment opportunities on the Project, the Contractor shall use good faith efforts to achieve at least 25% minority participation and 7% female participation in employment on the Project. These goals are expressed in percentages of the aggregate hours of Work performed at the Project. While the Contractor must use good faith efforts to achieve the above-stated participation, nothing herein shall be construed as requiring the Contractor to hire persons who are not qualified to perform the Work for which they are hired. Achievement of the goals in each work force and trade category shall be based upon an evaluation of the availability of qualified minority and female workers in each trade category and the extent of documented good faith efforts to achieve the goals.

D. In an effort to ensure that maximum employment opportunities exist for persons who reside in the areas that surround this university, the Contractor shall use good faith efforts to hire at least one community resident to be employed on the Project. This goal also pertains to each subcontractor performing work on the Project. While the Contractor must use good faith efforts to achieve the above-stated participation, nothing herein shall be construed as requiring the Contractor to hire persons who are not qualified to perform the work for which they are hired. For the purpose of clarification, local residents are those whose home address is located within the following zip codes: 60616, 60609, 60615, 60653, 60605.

E. Contractor shall make oral and written notifications to labor unions or representatives of workers with which it has a collective bargaining agreement, or understanding of its equal employment obligations, requesting their cooperation and assistance in the referral of qualified minority and female workers. Copies of such notice and requests shall be delivered to IIT.

F. IIT will be actively assisting the contractor by providing lists of certified contractors, sponsoring outreach conferences, and attending meetings to facilitate relationships between M/WBE and non-M/WBE firms. Contractor shall utilize resource organizations identified by IIT for referral of minorities, females, local residents and other resource organizations as may be available.

G. Contractor shall monitor utilization of minority and female workers in its own work force and the work force of its Subcontractors and, when underutilization is evident, take or request that immediate, corrective action be taken to achieve the appropriate levels of participation to ensure equal employment opportunity.

H. When underutilization continues for an extended period of time, IIT will convene a meeting with Contractor and, if required, Contractor shall convene a meeting with Subcontractors not in compliance for the purpose of reviewing their equal employment efforts and all supporting documentation. During the meeting, an agreed upon action to achieve the goals shall be established.
V. ADMINISTRATION AND MONITORING

Contractor's obligation under this Plan is to make good faith efforts to comply with all provisions and to meet all goals set forth herein or otherwise agreed upon. Contractor agrees that the Plan shall be administered in the following manner:

A. Prior to the award of a Contract to any Subcontractor, the Contractor shall be required to submit documentation, provided by the Subcontractor, verifying its good faith efforts via a detailed plan for actual utilization of M/WBE firms in an amount equal to or greater than the commitments or goals incorporated into this Plan.

B. Contractor agrees that these equal employment and MBE/WBE utilization provisions are to be inserted into each contract for any of the Work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing or causing Subcontractors to enforce such provisions. The Contractor will report such enforcement efforts to IIT as often as may be required by IIT.

C. Contractor agrees that it will meet with a representative of each subcontractor to review the specific requirements of the Plan, including reporting procedures and documentation, and obtain written acknowledgment from the subcontractor with respect to each such requirement.

D. Contractor agrees that it shall maintain and make available to IIT documentation regarding M/WBE utilization and the employment of minorities, and females and persons residing in the aforementioned zip codes. Documentation shall contain, at a minimum, names and addresses of M/WBE subcontractors and suppliers, evidence of certification by one of the authorized agencies or programs, the actual dollar amount of the contract awards or purchase agreements, affidavits confirming M/WBE participation, and actual numbers and percentage of hours worked by minorities, females and local residents. Documentation shall be maintained in such form as to permit a determination that good faith efforts have been made to achieve the goals of the Plan. After an initial presentation of Contractor's proposed Plan, reports summarizing this information shall be submitted to IIT on a monthly basis. Failure to submit the required reports will result in withholding of payment to Contractor or any Subcontractors failing to report.

E. Referrals of eligible M/WBE firms may be made by IIT or other parties from time to time. These referrals shall not be deemed to be a recommendation by IIT to utilize any such firms or a representation or warranty that such firms are qualified to perform any work associated with the Project. Referrals are solely for the convenience of Contractor and any decision by Contractor to utilize any firms so referred shall be the sole decision of Contractor without participation by IIT. Contractor acknowledges that IIT shall have no responsibility for Contractor's decisions regarding M/WBE utilization.
VI. COUNTING MBE/WBE PARTICIPATION TOWARDS CONTRACT GOALS

MBE/WBE participation shall be counted toward meeting Affirmative Action Goals set in accordance with this contract as follows:

A. Once a firm is determined to be an eligible MBE/WBE in accordance with these rules, the total dollar value of the contract awarded to the MBE/WBE is counted toward the applicable MBE/WBE goals.

B. A Contractor may count towards its MBE/WBE goals a portion of the total dollar value of a contract with a joint venture eligible under the standards of the definition of a joint venture equal to the percentage of the ownership and controls of the MBE/WBE partner in the joint venture.

C. A Contractor may count toward its MBE/WBE goals only expenditures to MBEs/WBEs that perform a commercially useful function in the work of a contract as defined in Section I, Definitions. To determine whether an MBE/WBE is performing a commercially useful function, the Contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

D. Consistent with normal industry practices, an MBE/WBE may enter into subcontracts. If an MBE/WBE Contractor subcontracts a significantly greater portion of work than would be expected on the basis of normal industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to IIT.

E. A Contractor may count toward its MBE/WBE goals, expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBEs/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies.

VII. RECORD KEEPING

A. The Contractor shall, no later than thirty (30) days after the approval of the M/WBE Utilization Plan, execute formal contracts or purchase orders with those MBEs and WBEs included in its approved MBE/WBE Utilization Plan.

B. The Contractor shall file monthly manpower reports in a form and format approved by IIT. This report will also include manpower reports of any subcontractors. Contractor shall present corrective plans to overcome any present or projected shortfalls in Minority, Women and resident employment.

C. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs.
VIII. NON-COMPLIANCE

Failure to comply with the MBE/WBE requirements of this contract or failure to use MBEs and WBEs as stated in the Form 100 - M/WBE Utilization Plan constitutes a material breach of the Contract, and may lead to the suspension or termination of this Contract in part or in whole. Monthly progress payments will be withheld until corrective action is taken.

IX. MBE AND WBE CONTRACTOR ASSISTANCE

Contractors must themselves assist MBEs and WBEs in overcoming barriers to program participation. The following methods may be appropriate:

A. Develop solicitations of subcontract bids so as to increase potential MBE and WBE participation. This can take the form of breaking down large subcontracts into smaller ones, and by issuing notice of solicitations in a timely manner;

B. Provide technical assistance and guidance in bid clarifications, estimating and scheduling process;

C. Purchase supplies and/or lease the required equipment for a job;

D. Provide accelerated payments or establish pro-rated payment and delivery schedules so as to minimize cash flow problems faced by smaller firms;

E. Consider alternative Subcontractor bonding requirements i.e. allowing incremental bonding.

F. Conduct a pre-bid conference for potential Subcontractors.
X. CONTRACTOR ASSISTANCE AGENCIES

The following Minority and Women Business Enterprise assistance agencies and elected officials should be contacted to identify certified contractors:

AGENCIES:

Black Contractors United (BCU)
11906 S. Michigan Avenue
Chicago, IL 60628
Attn: Carl L. Bibbs
Phone: (773) 483-4000 or (708) 389-5730
Fax: (773) 483-4150 or (708) 389-5735
Email: bcunewera@att.net
info@blackcontractorsunited.com
Website: www.blackcontractorsunited.com

Chatham Business Association
8441 S. Cottage Grove
Chicago, IL 60619
Phone: (773) 994-5006
Fax: (773) 994-9871
Email: admin@cbaworks.org

Chicago Urban League
4510 S Michigan Avenue
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Email: kcoleman@thechicagourbanleague.org
Website: www.thechicagourbanleague.org

Chicago Women In Trades
2444 W. 16th Street, Suite 3E
Chicago, IL 60608
Attn: Jayne Vellinga, Executive Director
Phone: (312) 942-1444
Fax: (312) 942-1599
Email: cwitinfo@cwit2.org
Website: www.chicagowomenintrades.org

Directory of Certified, Disadvantage Minority and Women Business Enterprise
Department of Procurement Services
Certification and Compliance Division
121 North LaSalle Street  Room 403
Chicago, IL 60602
Phone: (312) 744-4900
Website: www.cityofchicago.org/city/en/depts/dps/provdrs/cert.html

Cosmopolitan Chamber of Commerce
30 East Adams
Chicago, IL 60603
Attn: Carnice Carey, Executive Director
Phone: (312) 499-0611
Fax: (312) 701-0095
Email: ccarey@cosmochamber.org
Website: www.chamberofcommerce.com/chicago-il/10412864-cosmopolitan-chamber-of-commerce

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Attn: Beth Doria
Phone: (312) 360-1122
Email: fwcchicago@aol.com
Website: www.fwcchicago.com/

Hispanic American Construction Industry Assoc.
901 W. Jackson Blvd., Suite 205
Chicago, IL 60607
Attn: Jorge Perez, Executive Director
Phone: (312) 666-5910
Fax: (312) 666-5692
Email: jperez@haciaworks.org; info@haciaworks.org
Website: www.haciaworks.org

Women’s Business Development Center
8 S. Michigan Ave., #400
Chicago, Illinois 60603
Phone: (312) 853-3477
Fax: (312) 853.0145
Email: wbdc@wbdc.org
Website: www.wbdc.org/

Chicago Anchors for a Strong Economy
Kathryn Yaros
Anchor Relationship Manager
World Business Chicago
Phone: (312) 763-3653
Email: kyaros@worldbusinesschicago.com
Website: www.worldbusinesschicago.com/
ELECTED OFFICIALS:

U.S. Congressman Bobby Rush (1st District)
District Office:
700 East 79th Street
Chicago, IL 60619-3102
Phone: (773) 224-6500
Fax: (773) 224-9624
Website: http://rush.house.gov/

U.S. Congressman Danny Davis (7th District)
District Office:
2746 West Madison Street
Chicago, Illinois 60612
Phone: (773) 533-7520
Fax: (773) 533-7530
Website: www.davis.house.gov/

State Senator Mattie Hunter (3rd District)
District Office:
2929 S. Wabash Avenue, Suite 102
Chicago, IL 60616
Phone: (312) 949-1908
Fax: (312) 949-1958
Email: senator03district@gmail.com
Website: www.senatorhunter.com

State Senator Kwame Raoul (13th District)
1509 E. 53rd Street
2nd Floor
Chicago, IL 60615
Phone: (773) 363-1996
Fax: (773) 681-7166
Email: raoulstaff@me.com
Website: www.illinoissenatedemocrats.com/index.php/sen-raoul-home

State Representative Sonya Harper (6th District)
4926 South Ashland
Chicago, IL 60609
Phone: (773) 925-6580
Fax: (773) 925-6584
Email: repsonyaharper@gmail.com

Alderman Pat Dowell, 3rd Ward
5046 South State Street
Chicago, Illinois 60609
Phone: (773) 373-9273
Email: ward03@cityofchicago.org
Website: www.dowellfor3rdward.com/

Alderman Sophia King, 4th Ward
435 East 35th Street, 1st Floor
Chicago, Illinois 60616
Phone: (773) 536-8103
Email: ward04@cityofchicago.org

Alderman, Patrick Thompson, 11th Ward
3659 S Halsted St, Chicago, IL 60609
Phone: (773) 254-6677
Email: ward11@cityofchicago.org

Alderman Willie B. Cochran, 20th Ward
6357 South Cottage Grove Avenue
Chicago, Illinois 60637
Phone: (773) 955-5610
Fax: (773) 955-5612
Email: ward20@cityofchicago.org
Website: the20thward.com

Alderman Brian Hopkins, 2nd Ward
1400 North Ashland
Chicago, IL 60622
Phone: (312) 643-2299
Fax: (312) 786-1736
Email: ward02@cityofchicago.org
Website: www.cityofchicago.org/city/en/about/wards/02.html
XI. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as required by law as they relate to Prime Contractor and subcontractor obligations.

XII. INABILITY TO MEET M/WBE GOALS

In the event that Contractor finds it impossible to fully meet the M/WBE goals stated above, the Contractor must submit a signed petition for grant relief from these goals on the Contractor’s letterhead, accompanied by documentation demonstrating that all reasonable “good faith” efforts were made toward fulfilling the goal. To demonstrate sufficient reasonable efforts to meet the M/WBE goals, Contractor shall document the steps it has taken to obtain M/WBE participation, including but not limited to the following:

A. Attendance at a vendor conference, if any, scheduled by IIT to inform M/WBE’s of subcontracting opportunities under a given solicitation.
B. Written notification to M/WBE’s that their interest in the contract/agreement is solicited.
C. Efforts made to select portions of the work proposed to be performed by M/WBE’s in order to increase the likelihood of achieving the stated goals.
D. Efforts to negotiate with M/WBE’s for specific sub-bids including at a minimum:
   i. The names, addresses, and telephone numbers of M/WBE’s that were contacted:
   ii. A description of the information provided to M/WBE’s regarding the plans and specifications for portions of the work to be performed; and
   iii. A statement of why additional agreements with M/WBE’s were not reached.
E. Concerning each M/WBE the respondent contacted but rejected as unqualified, the reason for the respondent’s conclusion.

A Contractor that fails to meet the M/WBE goals and fails to demonstrate sufficient reasonable efforts will be deemed in non-compliance and shall not be eligible to be awarded the contract/agreement.
WE PROPOSE TO AWARD SUBCONTRACTORS AND SUPPLY PURCHASES AS DESCRIBED HEREAFTER:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Description of Work</th>
<th>Furnish</th>
<th>Install</th>
<th>Firm Name and Address</th>
<th>Certification Agency**</th>
<th>M.B.E.</th>
<th>W.B.E.</th>
<th>Amount ($)</th>
<th>% of Contract</th>
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</tbody>
</table>

SUMMARY OF AWARDS

**ATTACH COPIES OF CERTIFICATES
FORM 100M
Illinois Institute of Technology
Chicago, Illinois
MBE/WBE AWARD VERIFICATION
(To be Completed by MBE/WBE Firm)

Company: ________________________________________      MBE(  )       WBE(  )

Address: _____________________________________________

Telephone: _____________________________________________

Contact Person: _________________________________________

Our Firm: (Check One) (  ) has provided;
(  ) is providing;
(  ) is committed to provide;

The materials or services listed below in conjunction with the construction of the project,
Chicago, Illinois.

<table>
<thead>
<tr>
<th>Scope of Work or Materials Provided</th>
<th>Value of Contract or Purchase Order</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

We have signed a contract or purchase order: (  ) Yes      (  ) No

Name of prime contractor: _________________________________

I affirm that the representations contained in this statement are true and no material facts
have been omitted.
Signed:

Name

Title

Date
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Company’s name)
certifies to the best of our knowledge and belief that it and its principles are not listed on The Excluded Party List System maintained by the General Services Administration (GSA) at the World Wide Web site:

https://www.sam.gov/portal/public/SAM/?portal:componentId=8c7f8700-963b-4ba8-b8c2-2d86208893d6&portal:type=action&interactionstate=JBPNS_rO0ABXc0ABBfanNmQnJpZGdlVmlld0lkAAAAAQATL2pzZi9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw**

This World Wide Web site is provided as a public service by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment.


__________________________________________________
(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

IIT (10/08)
ILLINOIS INSTITUTE OF TECHNOLOGY
SAFETY POLICY COMMITTEE

Contractor Safety

Approved: October 10, 2005
Revised: April 10, 2007
Revised: January 3, 2013
Revised: October 19, 2015
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   1. Pre-Construction Safety Meeting Checklist,
   2. Potential Hazard Notification Form,
   3. Safety Program Request Form (1-2), and
   4. Notice of Non-Compliance (Safety).
1. PURPOSE:

This document sets forth guidelines to assist IIT personnel in proactively communicating to contractors any known and recognized health and safety concerns unique to IIT activities that may affect contractor operations. This document will also aide IIT personnel in the development of health and safety contract specifications.

2. SCOPE:

These guidelines should be reviewed and, as appropriate, applied by all IIT employees who secure the services of a contractor for the purpose of:

- New construction,
- Remodeling,
- Facility maintenance or repair,
- Equipment maintenance and/or replacement,
- Retrofits and modifications, or
- Inspection and testing services (collectively, a “Project”).

As determined appropriate, the Non-Facilities Management Contract Administrators may use this guidance in communicating safety responsibilities and known and recognized hazards to the contractor.

3. DEFINITIONS:

3.1. Contract - any written agreement between IIT and a Contractor to perform a specified scope of work within the boundaries or limits of the main campus or one of the satellite campuses. For purposes of this document, a contract includes, but is not limited to, a vendor agreement, an awarded P.O. and/or a project contract. The definition of contract shall be broadly construed.

3.2. Contractor – an individual, partnership, corporation, joint venture or other legal entity having a Contract with IIT to perform work.

3.3. Contract Administrator - the IIT employee (e.g., Project Manager, Supervisor, Construction representative, etc.) responsible for overseeing a Contractor's activities.

3.4. Non-Compliant Hazardous Work Condition – any hazard that is considered to be non-compliant with Federal, State, or Local environmental health and safety guidelines or that is inconsistent with generally accepted safe work practices.

3.5. Notice of Non-Compliance (Safety) - a written notice provided to the Contractor by the Contract Administrator or his or her designee, alerting the Contractor to the fact that it may not be in compliance with an IIT’s specification, OSHA regulations or other generally accepted safe work practice.

3.6. Pre-Construction Safety Meeting Checklist - a checklist used by IIT personnel to ensure that health and safety issues are discussed and relevant safety information is provided to the Contractor prior to commencing work on a Project.

3.7. Potential Hazard Notification Form – a written notice from IIT to the Contractor setting forth site specific known and recognized potential hazards unique to IIT’s
operations and noting hazard and safety information provided in the Contract specifications.

3.8. Safety Concern - situations that may become hazardous if generally accepted safe work practices are not followed.

3.9. Safety Program Request Form – a written notice of safety programs, procedures and documentation that the Contractor must have in place prior to beginning the project.

4. RESPONSIBILITIES:

It is the responsibility of the Contractor to protect its employees, subcontractors, suppliers and IIT personnel present at the work site, and to provide a safe place of employment and work site. The implementation of this Program does not imply that IIT is establishing or enforcing safety practices for the benefit of a Contractor, subcontractor, supplier or their employees.

5. PROCEDURE:

5.1. Facility Management/Design & Construction Projects

5.1.1. Contract specifications for all Projects shall provide site information on known health or safety concerns.

5.1.2. Pre-Construction Safety Meeting Preparation: As far as it is reasonable to do so, Safety Concerns should be addressed in the Contract specifications for all Projects. The concerns should list general safety guidelines relevant to the Contractor’s work location, review known and recognized Safety Concerns as specified in the Contract specifications, and provide basic guidance on addressing Safety Concerns that may be identified by the Contractor or IIT during the project.

5.1.3. General Pre-Construction Safety Meeting Guidelines:

A. Prior to beginning construction projects, IIT personnel should participate with the Contractor in a Pre-Construction Safety Meeting.

B. The purpose of the Pre-Construction Safety Meeting is to inform or review with the Contractor, known and recognized potentially hazardous conditions unique to IIT’s activities that are located within the immediate or surrounding area of the Contractor’s work site/location (as set forth in the Potential Hazard Notification Form), and to discuss and receive information regarding the implementation and enforcement of the contractor’s on-site safety program (as set forth in the Safety Program Request Form) to ensure the health and safety of its employees and those of its subcontractors and suppliers as well as IIT personnel.

C. The Pre-Construction Safety Meeting group may include, but is not limited to, the following individuals:

   (i) Contract Administrator,
   (ii) Contractor’s representative,
(iii) IIT employee, designated by the appropriate Program Center Dean or Director, who is most familiar with the potential hazards that the Contractor may be exposed to during construction activities, and

(iv) when appropriate, the IIT Director of Environmental Health & Safety (“DEHS”) or designee.

5.1.4. During the Pre-Construction Safety Meeting IIT will:

A. Discuss the Contractor safety program and review the Safety Program Request Form; list (unless otherwise addressed in the Contract Specifications) the identified Safety Concerns unique to IIT operations as set forth in the Potential Hazard Notification Form; complete the Pre-Construction Safety Meeting Checklist; discuss specific procedures used by IIT when engaging in the specified hazardous work activities as may be listed in the Contract specifications; and inform the Contractor that a Notice of Non-Compliance (Safety) will be issued for noted unsafe conditions that could impact the Contractor or IIT personnel and that the DEHS may be invited to investigate the need for OSHA intervention upon issuance of a Notice of Non-Compliance (Safety).

B. The Contractor shall review and sign the Pre-Construction Safety Meeting Checklist, the Potential Hazard Notification Form and the Safety Program Request Form indicating that all the information contained in these forms has been provided to, and is understood by, the Contractor.

C. Original documents shall be maintained by the IIT Contract Administrator and copies shall be provided to the Contractor and/or site representative.

5.2. Non-Facilities Management Projects

5.2.1. Contract Administrators who manage Non-Facilities Management projects at IIT, such as equipment repair, equipment maintenance, equipment replacement, equipment modifications, and inspection and testing services should, as determined appropriate, provide safety information to the Contractor consistent with these guidelines.

5.2.2. As determined appropriate, the Non-Facilities Management Contract Administrator may use any of the forms or suggestions contained in this document to communicate safety responsibilities, and known and recognized hazards to the Contractor.

5.3. Contractor Safety Deficiency Notifications

5.3.1. Contract Administrators are not expected to know general hazards associated with the construction profession or to oversee the safety efforts of Contractors working on university projects. However, if a Contract Administrator becomes aware of a hazardous or potentially life threatening situation, he or she shall immediately notify the Contractor of such conditions. Notification may be provided verbally, but any verbal notification must be followed up with a “Notice of Non-Compliance (Safety)” form, as described below.
5.3.2. Addressing Contractor Hazards

5.3.2.1. The Contract Administrator is authorized to stop Contractor work activities wherever and whenever it reasonably appears that death or serious injury is imminent (i.e., remove IIT employees, students, and visitors from potential exposure, and direct the Contractor to stop construction activities until the life threatening hazards have been abated), and shall immediately notify the Director of Design & Construction or the appropriate Project Manager that the Project has been halted.

5.3.2.2. A “Notice of Non-Compliance (Safety)” form shall be completed and provided to the Contractor any time a serious regulatory, non-compliant condition has been observed, and the Contractor has not taken immediate action to correct the condition.

5.3.2.3. IIT employees who identify a hazardous situation at a Contractor work location shall immediately notify the Contract Administrator of such concerns. The Contract Administrator shall notify the Contractor.

5.3.2.4. Should safety hazards remain unaddressed following the issuance of a “Notice of Non-Compliance (Safety),” the Contract Administrator may utilize the assistance of the DEHS in determining the need for additional intervention.

6. RECORDKEEPING REQUIREMENTS:

The Contract Administrator should maintain all of the documents listed below in the Project Contract, and these materials should be made available to the DEHS and the IIT Safety Policy Committee upon request. Template forms are attached as Appendix A.

1. Pre-Construction Safety Meeting Checklist,
2. Potential Hazard Notification Form,
3. Safety Program Request Form (1-2), and
4. Notice of Non-Compliance (Safety).

APPROVAL

The IIT Safety Committee has reviewed and recommend the adoption of this Policy on July 18, 2005, and this Contractor Safety Policy is approved and effective this 10th day of October 2005. The Safety Committee will review the contents, implementation and effectiveness of this Program no less than annually (but as often as necessary) to ensure that it meets all required legal and regulatory requirements and is adequately providing a safe and healthful environment for IIT faculty, employees and students.

By: /s/ Allan S. Myerson
    Provost and Senior Vice President

By: /s/ John P. Collins
    Vice President for Business & Administration
APPENDIX A

1. Pre-Construction Safety Meeting Checklist
2. Potential Hazard Notification Form
3. Safety Program Request Forms (1-2)
4. Notice of Non-Compliance (Safety)
<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Hazardous Materials Information, relevant to IIT's involvement with the project, has been provided to the contractor as required by OSHA's Hazard Communications Standard.</th>
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<td>Confined space entry requirements have been reviewed with the contractor. The contractor understands that entry requirements are to be followed at all times.</td>
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<td>The contractor has been informed of the required working conditions and the contractor understands that he or she is obligated to follow IIT's Safety Program guidelines.</td>
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<td>The contractor has been instructed to provide their employees with the information identified on the &quot;Potential Hazard Notification&quot; form and in the contract specifications.</td>
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<td>In accordance with regulatory requirements, the contractor has been reminded to maintain written Health and Safety Program(s) at the work location (HazCom, Confined Space, etc.), all as set forth in the Safety Program Request Form Certified Safety Submittals will be required by IIT prior to authorizing construction activities to begin.</td>
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<td>The contractor understands that IIT will provide written notifications of non-compliance for non-compliant safety conditions created by the contractor's operation affecting IIT or contractor personnel. &quot;Notice of Non-Compliance Conditions&quot; will not be provided for &quot;perceived unsafe conditions&quot; that are inherent to the nature of the work and that do not violate project specifications or OSHA guidelines. The contractor further understands that he or she is obligated to immediately address all non-compliant condition(s).</td>
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<td>The contractor understands that the IIT Project Manager is not a safety professional, and will only provide &quot;Notice of Non-Compliance Conditions&quot; for obvious and serious Non-Compliant conditions affecting IIT or contractor personnel. The contractor has responsibility for the safety of all individuals (including IIT Project Management) who enter into the construction work site.</td>
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<td>Contractors are required to operate and maintain their own safety and safety-related equipment. IIT's safety equipment will not be loaned to the contractor.</td>
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<td>The contractor has been given a copy of this checklist and the &quot;Potential Hazard Notification&quot; form.</td>
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Signed: ___________________________ Date: ____________

IIT Representative – (Project Manager)

Signed: ___________________________ Date: ____________

Contractor’s Representative

cc: IIT - Director, Environmental Health & Safety
    IIT - Director, Design and Construction, Department of Facilities
    IIT - Director, Maintenance Management, Department of Facilities
Illinois Institute of Technology
Contractor Safety
Potential Hazard Notification Form

Project Title and Contract:  
Pre-Construction Meeting Date:  

Contractor’s Name:  
Scheduled Project Start Date:  

Contractor’s Safety Representative:  
Contractor’s Phone No.:  
(  )  

Contract Administrator:  
Project Manager Phone No.:  

Safety Considerations and Potential Hazards

<table>
<thead>
<tr>
<th>Item #</th>
<th>Location &amp; Precautions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Review Site Specific Health and Safety Information.</td>
</tr>
<tr>
<td>2.</td>
<td>Review safety and hazard information as provided in the Contract Specifications (if applicable).</td>
</tr>
<tr>
<td>3.</td>
<td>Buildings may contain lead paint.</td>
</tr>
<tr>
<td>4.</td>
<td>Buildings may contain asbestos.</td>
</tr>
</tbody>
</table>

I (contractor name) understand that I am required to provide this information to my employees. I also understand that the hazard information presented to me is based on the IIT’s understanding of the work location as it relates to IIT’s activities. I further understand that my (Contractor’s) activities will require me to assess the work location and implement safety controls and procedures, as appropriate, that are compliant with OSHA Regulations.

Signed: __________________________ Date: ____________  
IIT’s Representative

Signed: __________________________ Date: ____________  
Contractor’s Representative
Illinois Institute of Technology  
Contractor Safety  
Request for Safety Program Information

Company Name: ________________________________

Project: __________________________ Date: _________

Address: __________________________________________

Safety Director: ____________________________________

Health and Safety Officer: ____________________________

Phone #: __________________________ Fax #: ______________

1. It has been determined by IIT that during this project you will be engaging in work activities that will require your company to have the following documents readily available at the work site. Any of the items marked with a “□” below shall be sent to IIT (via e-mail to cchaffee@iit.edu and cpporte1@iit.edu) prior to the start of the project.

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<tbody>
<tr>
<td>A.</td>
<td>Codes of Safe Work Practices as required.</td>
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<tr>
<td>B.</td>
<td>Safety Instruction program as required.</td>
</tr>
<tr>
<td>C.</td>
<td>Injury and Illness Prevention Program (IIPP) as required.</td>
</tr>
<tr>
<td>D.</td>
<td>Trenching and Excavation Program as required.</td>
</tr>
<tr>
<td>E.</td>
<td>Electrical Safety Program as required.</td>
</tr>
<tr>
<td>F.</td>
<td>Respiratory Protection Program as required.</td>
</tr>
<tr>
<td>G.</td>
<td>Confined Space Entry Program as required.</td>
</tr>
<tr>
<td>H.</td>
<td>Lockout/Tagout Program as required.</td>
</tr>
<tr>
<td>I.</td>
<td>Fall Protection Program as required.</td>
</tr>
<tr>
<td>J.</td>
<td>Hazardous Waste Operation Program / Site Health and Safety Plan as required.</td>
</tr>
<tr>
<td>K.</td>
<td>Hazardous Materials Communications Program (HazCom) as required.</td>
</tr>
<tr>
<td>L.</td>
<td>Powered Industrial Trucks or Earth Moving Equipment Training Program as required.</td>
</tr>
<tr>
<td>M.</td>
<td>Any other health and safety program or procedure (not checked (□) nor listed on this form) that the contractor recognizes must be followed during the construction activity.</td>
</tr>
</tbody>
</table>

2. Site Safety Officer

Please submit a summary of qualifications/resume of the Health and Safety Officer, who by virtue of training and experience is qualified to recognize and address safety issues that may arise at the construction location.
3. Other Required Information (i.e., Training Information)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

4. Comments

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

I certify, on behalf of _____________________________, that I have reviewed the foregoing, that the company as Contractor has all of the documents and information checked above and that the company will be able to provide the same on request to the IIT.

Name: _____________________________

Signature: ____________________________

Title: _____________________________

Date: ___________________________
NOTICE OF NON-COMPLIANCE (SAFETY)

PROJECT NAME: ______________________  CONTRACT NO. __________

CONTRACTOR: _________________________________

Issued to Contractor’s representative: ______________________ (print name) on ____________ at __________ an unsafe condition was observed in the area of ____________.

The university will not inspect work in this area until the unsafe condition is corrected. Any work done without inspection will be subject to rejection. Should the unsafe condition not immediately be corrected, IIT may notify OSHA for resolution of this matter.

___________________________  _____________________________
(IIT Inspector)  (Supervisor)

Further action taken: ____________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________

Unsafe Condition Resolved: Date: _______________ Time: _______________

Remarks: _________________________________________________________
________________________________________________________________
________________________________________________________________

cc:  Contractor’s Home Office
     IIT - Director, Environmental Health & Safety
     IIT - Director, Design and Construction, Department of Facilities
     IIT - Director, Maintenance Management, Department of Facilities