

REQUEST FOR PROPOSALS

for program providers interested in participating in the
Department of Housing (DOH) 2025 Home Repair Program



Chicago Department of Housing
Lisette Castaneda, Commissioner
2 N. LaSalle Street, Suite 600
Chicago, IL 60602

RFP Issued on: **03/07/2025**
In person Pre-bidder's conference: **03/18/2025**
RFP Responses due via Submittable: **04/22/2025**

All questions should be emailed to
Daniel.rico@cityofchicago.org

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1. Introduction

1.1 Purpose of this RFP

The Department of Housing (DOH) is releasing this request for proposal (RFP) seeking program provider(s) for the Home Repair program for 2025 for interested parties. All applicants must be able to demonstrate the ability to complete a minimum of 25 projects to be considered.

1.2 Instructions for Respondents

Final submissions for the RFP must be submitted by Tuesday, April 22nd, 2025. A pre-bid meeting is scheduled for Tuesday, March 18th, 2025, from 10am-12pm. This meeting can be attended in person at 2 N LaSalle, please email Fethi Saada at Fethi.Saada@cityofchicago.org to confirm your in person attendance or join on Microsoft Teams at following link:

Join the meeting now

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGZiYjdIODEtNjUxZS00N2Q1LTlhM2ItN2MwMWI1Y2U4MTQ4%40thread.v2/0?context=%7b%22Tid%22%3a%227036cda9-062d-4151-8144-97ddc56e7027%22%2c%22Oid%22%3a%229eb9225f-f65e-49b3-9405-52ca47502b19%22%7d

Meeting ID: 227 943 863 167

Passcode: xU2ke75p

[+1 872-222-6918,654710668#](tel:+1872226918654710668)

Phone conference ID: 654 710 668#

All applications must be submitted on the Submittable link [here](https://cityofchicago-deptofhousing.submittable.com/submit/e4a87f87-7c0d-4a20-9772-19b4056142b2/2025-doh-home-repair-program). (Full link: <https://cityofchicago-deptofhousing.submittable.com/submit/e4a87f87-7c0d-4a20-9772-19b4056142b2/2025-doh-home-repair-program>)

1.3 RFP, Program and Submittable Questions

Questions regarding the general content of this RFP, the online Submittable system, or program specific questions must be submitted in writing to Daniel Rico, Assistant Commissioner, Department of Housing at Daniel.Rico@cityofchicago.org. Questions will be answered within 24 hours and those received after regular business hours will be answered the following business day. All emailed questions and answers, as well as a recording of the pre-bidder's conference will be posted on the DOH website at:

https://www.chicago.gov/city/en/depts/doh/supp_info/HRP-RFP-25.html

1.4 Program Contacts

Chris Smith, Deputy Commissioner

Phone: 312-742-0851

Email: Christopher.Smith2@cityofchicago.org

Dan Rico, Assistant Commissioner

Phone: 312.744.9821

Email: Daniel.Rico@cityofchicago.org

2. Home Repair Program Overview

2.1 Program Description

The Home Repair Program (HRP) includes, but is not limited to, repairs of roofs and porches, remediation of environmental health hazards, and accessible repairs, rehabilitation, or repair services to qualified owner-occupied homeowners of single-family home or duplex properties where one unit is owner-occupied. Households must meet US Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Low-moderate income criteria. The Department of Housing (DOH) utilizes HUD 24 CFR PAR 5 income definition under this program. The program provider will not approve applications or conduct any application intake or review. The program provider will receive a list of addresses of approved applicants from DOH.

2.2 Direct and Indirect Program Benefits

This program has a variety of benefits to the residents of Chicago, as detailed below.

- Homeowners and occupants of distressed homes in Chicago will receive construction services and structural benefits to their homes, preserving homeownership and improving the housing stock
- Provides wealth-building opportunities to homeowners and their families
- Builds capacity of BIPOC contractors
- Creates job opportunities for local City residents

2.3 Home Repair Construction Services to be Performed

Services include rehabilitation or replacement of their roof, porch, environmental health hazards, climate resiliency, small accessible repairs, and other safety issues. This program will be implemented citywide or may be targeted to specific geographies as identified by DOH.

- Roof or porch repair/replacement.
- Remediation of environmental health hazards. Areas of concern to be addressed include mold, asbestos or lead remediation, and other environmental issues that may be deemed an unhealthy living condition.
- Climate resilient adaptation such as flood control, air conditioning, energy efficiency boiler and furnaces, insulation, solar energy and decarbonization.
- Small accessible repairs including grab bars, lever faucets, door repairs, floor repairs, and other repairs deemed necessary.

The program provider is required to front fund these repairs and rehabilitation projects. They will seek reimbursement from the work performed and deemed complete by DOH.

3. Applicant Details

The Department of Housing is seeking one or more program providers to provide construction management of the Home Repair Program (HRP). The program provider will be required to perform construction management as detailed below.

Submittal of an application does not ensure you will receive an award. The City assumes no liability for costs incurred in submitting this application or for costs incurred in anticipation of receiving a contract. If you are awarded a contract, the contract will not be final until your organization and the City have fully negotiated and signed a contract. All payments of funds, as well as the terms and conditions of the contract will be subject to the annual appropriation and availability of funds as well as the terms and conditions of the contract.

Applicants must follow the directions of this RFP and all responses must be complete, legible, and coherent. Incomplete responses to this RFP may cause the proposal to be disqualified from consideration. The City reserves the right to accept any proposal or any part(s) thereof and reject any or all proposals.

3.1 Qualifications

Program provider(s) must either be a qualified and licensed General Contractor that self-performs at least 20% of the scope work or a Delegate Agency that seeks out and manages a qualified pool of sub construction contractors. Program providers will be required to scope jobs and use ECM data management system to develop cost proposals, manage change orders and other on-site issues, final projects, provide contractor warranty, and obtain homeowner approval of work completed.

The program provider will ideally have successful experience recruiting local Black, Indigenous, People of Color (BIPOC) construction subcontractors or employees. Other administrative and construction obligations such as scheduling, electronic payroll submission, quality control and oversight of contractors' performance, lead safe practices and lead abatement procedures, are set forth within this Request For Proposal (RFP).

3.2 Experience

The program provider must either have expertise in roof and porch construction, mold and lead remediation, small accessible repairs, and climate resilient adaptation OR have a pool of construction subcontractors that can perform a portion of the work with demonstrated expertise. The program provider and/or appropriate subcontractor will conduct on site assessments of the client's home and property to determine the appropriate scope of work based on the applicants specified need in the DOH Home Repair Program application. **The scope may possibly include health and safety issues within the owner's dwelling unit.** It is the responsibility of the program provider to utilize a construction catalog for price proposals. They must select an appropriate subcontractor (if necessary) for the project scope and provide quality control oversight of the subcontractor work. The selected subcontractor or program provider must perform the work according to the prior agreed upon scope of work.

3.3 Eligible Respondents

This RFP is a competitive process open to not-for-profit community-based organizations as well as for-profit business. Not-for-profit Respondents must provide their federal 501(c)(3) tax-exempt designation and State of Illinois articles of incorporation as verification of their not-for-profit status. For-profit Respondents must provide an Illinois Certificate of Good Standing. General contractors must provide their GC licenses. Applicants are required to deliver services within the City of Chicago and to Chicago residents only.

Applicants with existing contracts with the City that are not in good standing will not be considered for new contracts. In addition, respondents that have had a City contract terminated for default, are currently debarred, or have been issued a final determination by a City, State, or Federal agency for performance of a criminal act, or abridgement of human rights or illegal/fraudulent practices will not be considered.

4. Home Repair Program Workflow

4.1 Application Process for Homeowners

The application process and intake is handled by the Homeownership Bureau of DOH. Interested homeowners register their interest in the Home Repair Program during the intake period through the City's 311 system. They can register online, in person, or via the phone and will remain on the waitlist until they are invited to apply for the program. Once the Homeownership Bureau invites the homeowner to apply, they fill out a complete application and submit all required documents to DOH. Homeownership

will either approve or deny applicants based on the documents submitted. Once approved by Homeownership, the applications are transferred to the Construction & Compliance (CAC) Bureau so the construction process can begin. CAC is responsible for assigning each approved project to a program provider for construction services.

4.2 Job Assignment

CAC will assign jobs to each of the program providers. Program providers will not be responsible for application intake or document processing.

4.1 Site Visit

A Construction and Compliance (CAC) staff member may attend the initial site visit along with the program provider. This scope of the potential job will determine and confirm the scope of construction with the homeowner. At the initial site visit a field drawing sheet will be completed. The program provider will review it with the homeowner who will verify the proposed scope of work. It is the responsibility of the program provider to utilize DOH's Enterprise Case Management (ECM) for price proposals.

4.3 Lead Safe Practices

The program provider or their subcontractor shall conduct a visual inspection of painted surfaces on all anticipated jobs. If the Client's home was constructed before 1978 and painted surfaces will be disturbed as part of the Scope of Work, then program provider or their subcontractor will presume the presence of lead paint and follow U.S. Environmental Protection Agency (EPA) [Lead Renovation, Repair and Painting \(RRP\) Program](#) rules. RRP rules require that projects must be performed by lead-safe certified contractors. Grantees and their subcontractors must also follow the [IL Lead Poisoning Prevention Act](#).

4.4 Responsibilities During Repair

The program provider or their selected subcontractors that are allowed to perform a portion of the work completes the approved scope of work. The program provider handles all construction site change orders and addresses construction issues that may arise as well as performs quality control site visits ensuring any subcontractors are producing quality work and if applicable are executing lead safe practices or remediation. DOH may provide quality control (QC) and will be involved with approval of scope of work and approval of completed project.

4.5 Project Completion

Once a project is complete, the program provider, DOH staff and the homeowner will finalize the project together. The program provider will provide the homeowner with the warranty and maintenance agreement.

5. Contract Details

5.1 Funding Sources

All final contracts will be subject to the availability of funds from the sources identified below. For more information about the various rules and regulations that may govern the use of these funding sources, visit the specific website referenced by each funding source.

- Tax exempt bond, State or Federal funds
- Other funds identified by the Commissioner of the Department of Housing

5.2 Anticipated Term of Contract:

The term of the contracts executed under this RFP will be for one (1) year with options for two (2) one-year extensions. The first-year funding award will cover the period of May 1st, 2025 to December 31, 2025. Based on performance and availability of funds, the contract may be extended for an additional year, from January 1, 2026 to December 31, 2026. Additional extensions may be granted. Total grant period not to exceed three (3) years.

The contract will terminate on whichever date comes earlier, the last day of the fiscal period for which sufficient appropriation was made or when funds appropriated for payment under the contract are exhausted, OR as otherwise provided under the grant agreement.

5.3 Compensation Structure

The **program provider** may bill DOH for hard cost of construction work completed and approved at a schedule to be determined by DOH but not more frequently than once every two weeks. The **program provider** may bill for the hard costs of construction—as agreed to with DOH—along with a Project Delivery Fee of \$5,000..

The program provider may request payment for one or more completed jobs in each invoice period. For a job to be eligible for payment, the Grantee must have already received final approval of the job from DOH in the form of an ECM Approval Voucher. Receiving an ECM approval Voucher is contingent upon the uploading and approval of all necessary documentation to ECM, as identified in the Project Completion File checklist and the electronic submission of certified payrolls. The absence of critical documentation and certified payroll submissions could delay payment processing.

5.4 Reporting and Record-Keeping Requirements

Program providers must provide requested data using a City-approved platform or alternate approved method to submit reports. Reports may include sharing qualitative and quantitative data and information the City leverages to assess Program impact.

In addition to the data outlined above, Program providers will be required to follow all local, State, and Federal requirements which govern all of the funding sources leveraged for the Program. DOH reserves the right to determine the appropriate funding source or sources for the Program.

5.5 Performance Measures

The program provider must:

- Ensure home repairs, modifications and lead remediation comply with the City of Chicago Department of Building (DOB) Code, Illinois Code, and any other applicable codes and standards.
- Have the capacity to provide home repairs or modifications for a minimum of **25+** owner-occupied homeowners of a single-family home or duplex properties where one unit is owner occupied per year across the City. You must specify the capacity within your response to this RFP
- Perform quality work.
- Submit accurate invoice reimbursement requests through the City of Chicago Enterprise Case Management system in a timely manner as jobs are completed.
- Submit appropriate staff credentials including resumes, licensures, job descriptions, organizational structure reflective of program plan, staff training and supervision plan.

6. Evaluation and Selection Criteria

All applications received by the deadline will undergo a technical review to determine whether all required components have been addressed and included. Only complete proposals will be considered by DOH, and a formal notice of rejection will be provided to the Respondents submitting incomplete proposals. DOH

reserves the right to waive minor irregularities across all submitted proposals. Minor irregularities include anything within the proposal that does not affect the quality of the proposed services or mandatory requirements. For example, spelling and grammatical errors may be classified as minor irregularities.

Additionally, DOH reserves the right to review the Respondent's DOH-performance-related and performance-related concerns in other City departments and remove from consideration Respondents without a proven track record of effective Program management.

Applications will be reviewed and scored using an evaluation committee ("Evaluation Committee") comprised of members selected by DOH. Evaluation Committee members may include DOH staff and non-staff. Evaluation Committee members will be responsible for reviewing applications and supporting documents and any additional information supplied by DOH staff to score applications based on the selection criteria outlined below. DOH will then tabulate all Evaluation Committee scores and review any comments or concerns identified by Evaluation Committee members. Finally, DOH's Project Manager, Assistant Commissioner, and Deputy Commissioner will work collaboratively to develop a suggested list of Respondent finalists in alignment with DOH's Mission, Vision, Values, and Evaluation Committee scores and comments.

A recommendation of Respondent finalists will be provided to the DOH Commissioner. Upon review, the DOH Commissioner may reject, deny, or recommend Respondents that have applied based on previous performance or based on area need.

The Applicant must show to the complete satisfaction of DOH that it has the necessary facilities, ability, and financial resources to provide the services specified in this RFP document in a satisfactory manner. DOH may make reasonable investigations deemed necessary and proper to determine the ability of the Applicant. DOH reserves the right to reject any application if the materials or information provided by the Applicant fail to satisfy that the Applicant is properly qualified to carry out the obligations of the contract and to complete the work described in the Program Description.

The Department of Housing (DOH) will evaluate and score all proposals based upon the criteria identified below. During the evaluation process, DOH reserves the right to consult with community advisory groups or committees, external experts, other City departments, and public and private funders.

Each application will be evaluated on the strengths of the application and their responsiveness to the following selection criteria:

1. Organizational Capacity

- a. Applicants must identify qualified and adequate staff responsible for program oversight, management, fiscal oversight, evaluation, performance management methods, record keeping and reporting, use of case management software, successful performance and success in initiating, maintaining, and completing a similar program(s) of size and scale.
- b. Applicants must demonstrate capacity to implement the services described in the RFP. Consideration will be given for expertise, specific trades qualifications, service area, years of experience, licenses held, and Minority and Women-owned Business (M/WBE) Certification if applicable.
- c. Applicants must demonstrate customer service capacity.

Applicants must demonstrate the ability to serve 25+ single family homes (1-2 units) within a year.

2. Proposed Program

- a. Applicants must demonstrate experience in conducting home repairs or modifications in the areas of roof, porch repair or replacement, lead and mold abatement, accessibility improvements, and other environmental health and safety hazards.

- b. Applicants must detail experience in execution of a construction bid and award process.
 - c. Applicants must show experience with or ability to subcontract with BIPOC contractors that have appropriate licenses and certifications for work that will be performed. The ability to provide wealth-building opportunities for BIPOC employment will be prioritized.
 - d. Applicants must show the ability to manage performance (if necessary) of subcontractors work on home repairs or modification programs.
 - e. Applicant's past performance in DOH projects will be considered in organizations evaluation.
- 3. Cost & Budget**
- a. Applicants must demonstrate reasonable implementation costs, including the ability to front fund work (labor & material) that subcontractors perform.
 - b. Applicants must be fiscally sound, as evidenced by the financial history and record.
 - c. Applicants must demonstrate the ability to keep projects on budget.
- 4. Health & Racial Equity**
- a. Applicants must detail collaborations or partnerships with local community groups and other entities that support or enhance resources for the target population.
 - b. Applicants must detail their commitment to community wealth building and empowerment, including the ability to recruit and retain small local and minority subcontractors that hire City of Chicago residents.
 - c. Applicants must detail their experience with serving vulnerable or marginalized populations, as well as your commitment to diversity, equity and inclusion within your own organization.

7. Compliance with Laws, Statutes, Ordinances, and Executive Orders

Contracts will not be final until the City of Chicago and the applicant have fully negotiated and executed an agreement. All payments under this agreement are subject to annual appropriation and availability of funds. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the applicant in anticipation of a contract. Here is a partial list of laws, statutes and ordinance that successful applicants will be required to comply with under a delegate agreement or contract:

1. **Conflict of Interest Clause:** No member of the governing body of the City or other unit of government and no other officer, employee, or agent of the City or other government unit who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in the grant agreement. The applicant covenants that he/she presently has no interest, and shall not acquire any interest, direct, or indirect, in the project to which the grant agreement pertains which would conflict in any manner or degree with the performance of his/her work hereunder. The applicant further covenants that in the performance of the grant agreement no person having any such interest shall be employed.
2. **Governmental Ethics Ordinance, Chapter 2-156:** All applicants agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the applicant that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the applicant has negotiated, entered into, or performed in violation of any of the provisions of [Governmental Ethics Ordinance, Chapter 2-156] shall be voidable by the City.
3. **Drug-free Workplace:** Selected applicants shall establish procedures and policies to promote a Drug-free Workplace. The selected applicant shall notify employees of its policy for maintaining a drug-free workplace and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected applicant shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.
4. **Business Relationships with Elected Officials:** Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago as amended (Municipal Code), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing,

any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to the Agreement shall be grounds for termination of the Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

- a. Section 2-156-080 defines a “business relationship” as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the
 - b. Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” shall not include any employment relationship of an official’s spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.
5. **Legal Compliance:** Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including: Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code); the State of Illinois - Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).
 6. **Economic Disclosure Statement:** If selected for grant award, applicants are required to (a) execute the Economic Disclosure Statement and Affidavit and (b) indemnify the City as described in the Agreement between the City and the successful applicants.
 7. **Prohibition on Certain Contributions, Mayoral Executive Order 2011-4:** Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of more than 7.5% (Owners), spouses and domestic partners of such Owners, your Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% (Sub-owners) and spouses and domestic partners of such Sub-owners (you and all the other preceding classes of persons and entities are together, the Identified Parties), shall make a contribution of any amount to the Mayor of the City of Chicago (the Mayor) or to his political fundraising committee during (i) the bid or other solicitation process for the grant agreement or Other Contract, including while the grant agreement or Other Contract is executory, (ii) the term of the grant agreement or any Other Contract between City and you, and/or (iii) any period in which an extension of the grant agreement or Other Contract with the City is being sought or negotiated.
 - a. You represent and warrant that since the date of public advertisement of the specification, request for qualifications, RFP or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached you or the date you approached the City, as applicable, regarding the formulation of the grant agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

- b. You shall not: (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (b) reimburse your employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.
- c. The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.
- d. Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under the grant agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under the grant agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein. If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid. For purposes of this provision:
 - i. “Other Contract” means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.
 - ii. “Contribution” means a “political contribution” as defined in Municipal Code Ch. 2-156, as amended.
 - iii. “Political fundraising committee” means a “political fundraising committee” as defined in
 - iv. Municipal Code Ch. 2-156, as amended.

8. Hiring Practices

- a. The City is subject to the June 24, 2011 “City of Chicago Hiring Plan” (the “2011 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- b. You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under the grant agreement are employees or subcontractors of you, not employees of the City of Chicago. The grant agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.
- c. You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the grant agreement, or offer employment to any individual to provide services under the grant agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of the grant agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public

- office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- d. In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.
9. **Illinois Prevailing Wage Requirement:** You will ensure that construction Subcontractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work in connection with this program, pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).
 10. **MBE/WBE Ordinance Requirements:** Successful applicants must comply with the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Ordinance"), Section 2-92-420 et seq of the Municipal Code of Chicago, as amended (the "Municipal Code") or with Section 2-92-586 (Contracts-Firms Owned or Operated by Individuals with Disabilities) of the Municipal Code.
 11. **Chicago Residency Requirements:** The Grantee must comply with and shall cause its' contractors and sub-contractors to comply with the residential requirements of Section 2-92-330 of the Municipal Code.

8. Insurance Requirements

The Program Provider must provide and maintain at their own expense, during the term of the Agreement and during the time period following expiration if program provider is required to return and perform any work, services or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement. Insurance requirements are applicable at the time of contract execution.

1. Required Insurance –The kinds and amounts of insurance required are as follows:
 - a. Workers Compensation and Employers Liability (Primary and Umbrella): Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accidents, \$500,000 disease-policy limit, and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.
 - b. Commercial General Liability (Primary and Umbrella) Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, professional services exclusion deleted, and contractual liability (not to include Endorsement CG 21 39 or equivalent).
The City and other entities as required by City must be provided additional insured status with respect to liability arising out of Grantee's Services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Grantee's acts or omissions attributable to Grantee on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Grantee's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or

available to the City.

You may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- c. Automobile Liability (Primary and Umbrella): Contractor must maintain Automobile Liability Insurance with limits of not less than \$500,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City is to be named as an additional insured on a primary, non-contributory basis.
- d. Professional Liability: When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$500,000. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
- e. Environmental and Asbestos Abatement Liability: If the Contractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor must provide the following minimum limits of liability, for such exposures subject to requirements and approval of the City: \$1,000,000 per Claim/Aggregate.
- f. Contractors Pollution Liability: Contractor must maintain Contractor's Pollution Liability when any Contractor's work, services, or operations performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services, Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.
- g. Builders Risk: Contractor must provide an All-Risk Builders Risk Insurance at replacement cost when Contractor undertakes any construction, including improvements, betterments, and/or repairs for materials including off-site materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. Coverages must include, but are not limited to, the following: in-transit, equipment breakdown, earth movement, flood, water including overflow, leakage, sewer backup or seepage, utility services, damage to existing property, scaffolding, false work, fences, and temporary structures, collapse, debris removal, faulty workmanship or materials, cold testing, extra

expense, ordinance or law for increased cost of construction. The City is to be named as an additional insured and loss payee as it's interest may appear.

2. Additional Requirements

- a. Evidence of Insurance. Grantee must furnish the City, Chicago Department of Housing, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, or later for Contractors subsequently retained by Grantee, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor(s) must submit evidence of insurance to Grantee prior to the commencement of any construction activities, and such certificates will thereafter be provided to the City by Grantee. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the applicable agreement has been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of the applicable agreement (whether between City and Grantee or Grantee and a Contractor). The failure of Grantee or the City to obtain, nor Grantee's or the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s), and/or insurer(s) will not be construed as a waiver by Grantee or the City of any of the required insurance provisions. Grantee shall require Contractor(s) to advise their insurers of the provisions regarding insurance in this Agreement or the applicable agreement between Grantee and Contractor. Neither Grantee nor the City warrant that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Program or applicable agreement. Grantee and the City reserve the right to obtain complete, certified copies of any required insurance policies at any time.
- b. Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility, nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement or the applicable agreement between Grantee and Contractor. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement or the applicable agreement between Grantee and Contractor, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided or the applicable agreement between Grantee and Contractor has been terminated by Grantee.
- c. Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days' prior written notice to be given to the Grantee and City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days' prior written notice for non-payment of premium.
- d. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.
- e. Waiver of Subrogation. Grantee's agreement with any Contractor shall require that Contractor waive its rights and agree to require their insurers to waive their rights of subrogation against Grantee and the City under all required insurance herein for any loss arising from or relating to this Agreement and the applicable agreement between Grantee and Contractor. Grantee's agreement with Contractor shall require Contractor to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this

provision applies regardless of whether or not Grantee or the City have received a waiver of subrogation endorsement for Contractor's insurer(s).

- f. Contractor's Insurance Primary. All insurance required of Contractor under this Agreement or the agreement between Grantee and Contractor must be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance procured or maintained by the City.
- g. No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit or restricts the Contractor's liabilities and responsibilities specified within this Agreement, the agreement between Grantee and Contractor, or by law.
- h. No Contribution by Grantee or City. Any insurance or self-insurance programs maintained by Grantee or the City does not contribute with insurance provided by Contractor under this Agreement or the agreement between Grantee and Contractor.
- i. Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement, or the agreement between Grantee and Contractor, or any limitation placed on the indemnity in this Agreement, or the agreement between Grantee and Contractor, given as a matter of law.
- j. Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, Grantee and the City require and must be entitled to the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to Grantee and the City.
- k. Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.
- l. Other Insurance obtained by Contractor If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.
- m. Insurance required of Subcontractors. Contractors retained by Grantee must name their Subcontractors ("Construction Subcontractor(s)") as named insured(s) under Contractor's insurance or require each Construction Subcontractor(s) to provide and maintain coverage at least as broad as in outlined in this Section B (Insurance Required of Each Subcontractor During Construction). The limits of coverage will be included in Grantee's contract with Contractor(s) and may be subject to approval by the City. Contractor must determine if Construction Subcontractor(s) must also provide any additional coverage or other coverage outlined in this Section B. Contractor is responsible for ensuring that each Construction Subcontractor has named the City and Grantee as additional insureds where required on an additional insured endorsement form acceptable to Grantee and the City. Contractor is also responsible for ensuring that each Construction Subcontractor has complied with the required coverage and terms and conditions outlined in this "Additional Requirements" section. When requested by Grantee or the City, Contractor must provide to Grantee or the City certificates of insurance and additional insured endorsements or other evidence of insurance for its Construction Subcontractor(s). Failure of the Construction Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

- n. City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.
3. If you need additional information related to insurance, please call the Department of Finance (Finance) at (312) 744-7923.