

Enclosed is the contractors package for the Madison County Lead Hazard Control Program (MCLHCP).

The package contains specifications, instructions, contractor forms, and all data necessary to be considered for eligibility for the Madison County Lead Hazard Control Program. Please review the enclosed package carefully prior to submitting your completed package. It is required that all forms and other items requested be submitted prior to or at the time the package is received by Madison County Community Development. I have also enclosed a copy of the fixed bid prices, which may be subject to change.

Contractor package must be **received** by the Madison County Community Development Department, 130 Hillsboro Avenue, Edwardsville, IL by 9/1/03. The contract will be reviewed by MCCD. The contractor will be notified as to whether he/she is **eligible** or **ineligible** for the Madison County Lead Hazard Control Program.

Madison County an Affirmative Action and Equal Opportunity Employer encourages participation by Small, Minority, and Women owned businesses.

If any additional information is needed please contact Peggy Dugger at 618-692-8940 or myself at 618-692-6200 Ext. 4383.

Sincerely,

David J Goodrich Lead
Program Manager

Encl.

This Contract effective from **September** 1, 2003 through **August** 31, 2004 made and in force this ____ day of _____, by and between _____ hereinafter referred to as "**CONTRACTOR**") and MADISON COUNTY COMMUNITY DEVELOPMENT (hereinafter referred to as "MCCD"), witness;

WHEREAS, MCCD has declared its intention to reduce Lead Hazard on the property commonly known as CLIENT and;

WHEREAS, the **CONTRACTOR** has declared his intention to provide the necessary labor and material to said property;

NOW, THEREFORE, it is agreed between the **CONTRACTOR** and **MCCD** for the consideration stated hereinafter that the parties agree as follows:

ARTICLE I **Subordination**

CONTRACTOR and CLIENT acknowledge that MCCD is the guarantor for the contract price as given in the Contract and performance under its terms. **CONTRACTOR** and CLIENT further agree that MCCD shall have the final approval of work done and shall have the right, at any time under the contract period, to protect the interests of the CLIENT under this Contract and act in the same stead as that of the CLIENT. MCCD assumes no financial obligation except as provided by this Contract.

ARTICLE II Services **of Contractor**

CONTRACTOR agrees to and shall install and deliver to the job site herein described all of the materials and perform all the work necessary for Lead Hazard Control. **CONTRACTOR'S** shall conduct the work using standards described in the U.S. Department of Housing and Urban Development and the Illinois Department of Public Health rules and regulations. Any changes or alterations of the specifications as given in the Bid shall not be performed without the written consent of MCCD. **CONTRACTOR** and CLIENT acknowledge that in the absence of written consent MCCD shall not pay for the labor of such change. The lead Hazard Control work on the above premises under this Contract shall be pursued diligently and work shall be performed continuously thereafter and shall be delivered, installed and completed no later than **twenty (20)** working days from notification from MCLHCP. The **CONTRACTOR** will be given no more than **three (3)** jobs at a time. The **CONTRACTOR** must honor the notice to proceed, and work shall commence within **ten (10)** working days. At any time that the **CONTRACTOR** is past the number of days as specified in the notice to proceed or otherwise, in any manner, causes MCCD to not meet the planned production schedule, the Contract is subject to termination by MCCD. Additionally, all work is to be performed during daylight hours and on days of the week that are mutually acceptable to the **CONTRACTOR** and CLIENT. Time is of the essence.

ARTICLE HI

Upon receipt of written notice from the **CONTRACTOR** that the work is fully completed, ready for inspection and acceptance, M.C.C.D. shall make such inspection as is necessary after receiving notification that the job has passed clearance M CCD staff shall inspect the job within 5 working days. Upon finding the work acceptable and fully completed under the contract, M CCD shall issue a final written approval and acceptance thereof. Before any payment shall be made as hereinafter provided and before issuance of such final approval and acceptance, **CONTRACTOR** shall submit lien waivers or evidence satisfactory to M CCD that all payroll, materials, bills and other indebtedness connected with the work have been paid. Final payment under this Contract will not be tendered without M CCD final written approval.

ARTICLE IV The Contract Sum

M CCD agrees to pay and shall pay **CONTRACTOR** for performance of the Contract and approved change orders.

All payments under this Contract shall be made through the office of M CCD, guarantor hereunder. Payment during construction shall be on the following basis, provided the **CONTRACTOR** is not in default hereunder:

(2) payments shall be disbursed to the **CONTRACTOR** one when fifty percent of work is done, one when all work has passes clearance and all other Contract requirements satisfied, and M CCD has submitted written approval. The payment shall equal the balance of the amount due, in full, for the work performed in accordance with the above schedule. A final waiver of lien releasing any and all claim on the property in consideration of the balance due the **CONTRACTOR** and waivers from material suppliers required before payment will be released.

Should M CCD receive a written notice by **CLIENT** that the work has not been completed satisfactorily, it shall inspect the property and place **CONTRACTOR** upon formal written notice that the defects, workmanship or materials are given under the formal written notice by **CLIENT** are valid. In the event the **CONTRACTOR** fails to settle or correct the defects sufficiently in the estimation and opinion of M CCD, M CCD reserves the right to terminate this Contract.

Additionally, final payment or 10% of non-clearanced homes will be held until the job is corrected. Each job must be made acceptable within two (2) working days or all checks due to the CONTRACTOR will be held until all jobs are made acceptable. If two (2) unacceptable jobs occur within the one (1) year period of this Contract and the CONTRACTOR fails twice to correct an unacceptable unit within two (2) working days after notification by final inspector, the CONTRACTOR will be terminated form the M CCD program .

Insurance

The **CONTRACTOR** agrees, at its own expense, to procure and maintain in full force and effect Workman's Compensation insurance and Employer's Liability insurance, Environmental insurance and such other insurance to the extent which may be required by law. The **CONTRACTOR** will carry general public liability, property damage and such other insurance in such amounts as specified by MCCD and in any event, shall meet the following specifications:

1. The **CONTRACTOR** will be required to carry Public Liability and Property Damage Insurance in the amounts of \$1,000,000.00.

(a) All contractors shall effect and maintain Comprehensive General Liability Insurance (including Owners, Landlords, and Tenants; Manufacturers and Contractors' Owners and Contractors' Protective; Products and Completed Operations; Contractual Liability, which insures the Contract), Personal Injury and Property Damage, all with limits of no less than \$1 million per occurrence or accident and \$1 million aggregate.

All vehicles owned, non-owned or hired by contractor that will be used in operation of their contracts shall be insured for not less than above limits of liability.

Contractor will be responsible for any tools owned by mechanics and tools, equipment, scaffolding, and forms owned or rented by a contractor in the capital value of which is not included in the cost of the work.

(b) **COMPENSATION INSURANCE:** Contractors shall purchase and maintain during the life of their contract Worker's Compensation Insurance as required by law. In case any class of employees engaged under any contract are not protected under the worker's compensation statute, contractor shall provide adequate insurance coverage for the protection of such employees. Limits of liability for Coverage B shall not be less than \$500,000.00.

Certificates evidencing the aforesaid insurance coverage shall be deposited with MCCD prior to commencement of any work called for under this Contract. Madison County will be named certificate holder on appropriate documents. **CONTRACTOR** and **CLIENT** agree to hold MCCD harmless and indemnify MCCD for any cost or loss, including, without limitation, cost of litigation resulting from any claim, demand, suit or loss, including personal injury, death or property damage, arising directly or indirectly from or in connection with the said work to be performed by the **CONTRACTOR**, or any person or firm under the direct or indirect authority of the **CONTRACTOR**. Also, **CONTRACTOR** shall, at its own expense, defend any and all actions

and called for by this order or rising out of the use of such merchandise, or infringement on a patent, copyright, trademark, trade name, brand or slogan, or of unfair competition, or any adverse claim or statutory or non-statutory rights; any litigation based upon any claim referred to above; or, in the event scaffolding or other mechanical contrivance to the so called "Illinois Scaffolding Act" (Illinois Revised Statute, Chapter 48, Section 60-69) supplies is furnished by **CONTRACTOR**, or any claim or demand made pursuant to said statutes involving, directly or indirectly, said scaffolding and/or mechanical contrivances.

ARTICLE VI **Guarantee**

All services and workmanship furnished by **CONTRACTOR** hereunder is deemed warranted by **CONTRACTOR** to be merchantable and fit for the purpose intended and to fulfill and conform to the specifications required by this Contract and local regulations, to be of good quality and workmanship, sufficient to perform the function and purpose of its ultimate use. Latent defects, omissions and commissions contributing to a breach of this **CONTRACTOR'S** warranties shall extend to the time of the discovery of such breach, notwithstanding any prior inspection by MCCD. The **CONTRACTOR** shall provide the CLIENT all manufacturers' and suppliers' written guarantees and shall, at a minimum, guarantee all workmanship for a period of one (1) year from the time of Contract completion.

The plans and specifications applicable, including all general and special conditions appertaining thereto, are available at the office of MCCD and must be inspected by **CONTRACTOR**. **CONTRACTOR'S** acceptance of this Contract, in any manner, warrants that **CONTRACTOR** shall conduct Lead Base Paint work using standards described in the U.S.Department of Housing and Urban Development and the Illinois Department of Pubic Health rules and regulations. **CONTRACTOR'S** warranty is deemed to extend to all consequential as well as direct damages that may result to the CLIENT or MCCD by reason of **CONTRACTOR'S** breach thereof. In performance of **CONTRACTOR'S** obligations hereunder, **CONTRACTOR** and its agents, servants and employees shall observe all applicable governmental laws, regulations, registrations and directives, and shall save and hold MCCD or CLIENT harmless from any cost imposed upon MCCD or CLIENT as a result of **CONTRACTOR'S** failure to do so. **CONTRACTOR** shall obtain any required permits for the performance of **CONTRACTOR** undertakings. Any license fees, excise taxes, sales taxes, retail occupation taxes, use taxes, or other imposed taxes applicable to the **CONTRACTOR'S** undertakings or imposed by either CLIENT or MCCD are deemed to be included in the price and shall be payable by **CONTRACTOR**. The **CONTRACTOR** shall erect and maintain at all times necessary bridges, covers, moorings or other safeguards for the protection and safety of all persons rightfully upon the premises wherein the **CONTRACTOR** shall be performing any work or shall have placed any tools, material, equipment or debris. The **CONTRACTOR** shall comply with all applicable local, state or federal safety laws and shall exercise due care in the performance of the Contractor.

CONTRACTOR will guarantee quality of performance for one (1) year.

Conflict of Interest

A. Personal Financial Interest of Members of COUNTY - No officer(s), or employee(s), or agent(s) of the COUNTY OF MADISON or MCCD who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Contract; and the **CONTRACTOR** shall comply with all federal, state, and local conflict of interest laws, statutes, and regulations, and all such laws, statutes and regulations shall apply to all parties and beneficiaries under this Contract as well as to all officer(s), employee(s), or agent(s) of the COUNTY OF MADISON or MCCD.

B. Interest of Contractor and Employees - The **CONTRACTOR** agrees that it will incorporate into every contract required to be in writing the following provisions: The Contractor covenants that he or she presently has no interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his or her services and obligations hereunder. The Contractor further covenants that in the performance of this Contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

In order for the COUNTY to determine whether a conflict would or could exist, any contractor who does knowingly have any interest, direct or indirect, in the program or property therein or any employee who does knowingly have any interest, direct or indirect, in the program or property therein must disclose such interest to the COUNTY and, where applicable, to the **CONTRACTOR** before execution. The **CONTRACTOR** and the COUNTY shall have sole authority to determine whether a disqualifying conflict does so exist.

ARTICLE VIII Discrimination

A. The **CONTRACTOR** will comply with Title VI of the Civil Rights Act of 1964, which states that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under and program or activity for which the Applicant receives Federal financial assistance. The **CONTRACTOR** shall comply with the provisions of Title VIII of the Civil Rights Act of 1968, Section 109 of the Act and Executive Order 11063, which, together with Title VI and all regulations imposed by or pursuant to that act, are hereby incorporated herein by reference as though fully set out herein or attached thereto and which are on file in the Community Development Office, 130 Hillsboro Avenue, Edwardsville, Illinois. The **CONTRACTOR** shall have the right at all times during normal work hours to access to foresaid Title, Sections and Orders.

B. The **CONTRACTOR** shall comply with the requirements of Section 202, the Equal Opportunity Clause of Executive Order 11246 of September 24, 1965, incorporated as Exhibit C to this Contract.

Activity Prohibited

The housing and community development program, the funds provided therefore, and the personnel employed in the administration of the program, shall not in any way or to any extent engage or be engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code (Hatch Act), which is hereby incorporated herein by reference as though fully set out herein or attached thereto, and which is on file in the Community Development Office, 130 Hillsboro Avenue, Edwardsville, Illinois. The **CONTRACTOR** shall have the right at all times during normal work hours to access to foresaid Act.

ARTICLE X Amendments

All amendments, notices, request, objections and/or consents of any kind made pursuant to this Agreement shall be in writing.

ARTICLE XI Assignability

The **CONTRACTOR** shall not assign any benefits, rights, or interest in this Contract without prior written consent of the CLIENT and MCCD. The **CONTRACTOR** shall not, under any circumstances, subcontract any work covered under this Contract to the CLIENT or any member of the CLIENT'S family, including but not limited to parents, step-parents, brothers, sisters, aunts, uncles, cousins, children, step-children, grandparents, and grandchildren. The CLIENT shall provide **CONTRACTOR** and MCCD agents and employees adequate access to the property herein described for the purposes of completing and inspecting the work under this Contract. The CLIENT shall permit, at no cost to the **CONTRACTOR**, the use of the existing utilities to the extent necessary to complete the work covered under this Contract.

ARTICLE XII Termination Clause

A. If **CONTRACTOR** violates any provisions of the contract, the governing legislation, any applicable regulations, terms and conditions of approval of the application by the State of Illinois or MCCD has issued or shall subsequently issue during the period this agreement is in effect; MCCD may terminate this contract in whole or in part at its discretion, unless the **CONTRACTOR** causes such violations to be corrected within the period of thirty (30) days after receipt of written notice specifying the violation.

B. In the event MCCD shall terminate this agreement, in whole or in part, termination shall be effected by the issuance of a written notice of termination by MCCD which shall specify the extent of the termination and date upon which such termination shall become effective. On receipt of such notice of termination, the **CONTRACTOR** shall:

1. Discontinue further commitments of funds to the extent they relate to the terminated portion of the program;

agreements or contracts relate to the terminated portion of this agreement;

3. Settle with the approval of MCCD all outstanding claims due and owing at the time of the termination pursuant to agreements previously entered into by the **CONTRACTOR**;

4. Reimbursement to MCCD all funds held by the **CONTRACTOR** over and above money due and owing for legitimate expenses pertaining to the contract. Such expenses shall within ten (10) days of receipt of written notice of termination be refunded to MCCD in full. There shall accompany the refunded amount proof of payment of all funds expended for payments of claim due and owing at time of recent termination and certificate of legality of claim as related to project or service which is subject to termination.

C. Subject to the termination rights stated in this Article, this Agreement shall terminate on AUGUST 31ST 2004. The parties may, by mutual agreement in writing, extend this agreement through AUGUST 31ST 2005, according to the same terms and conditions as this agreement. No such extension may occur if such extension would cause a change in the prices as bid or other specifications of the Agreement.

D. Madison County Community Development reserves the right to reject any or all prices.

ARTICLE XIII Special Contract Conditions

The Special Contract Conditions and the Notice to Bidders, both attached hereto, are by this reference made a part thereof. In the event that there are discrepancies between this Contract and the attachments, the Contract shall prevail. Additionally, the **CONTRACTOR** has thirty (30) days from the date of Contract to comply and provide all documentation as outlined in the Notice to Bidders. Failure to comply will result in immediate cancellation of this Contract.

Contract Extension

Subject to the terms and conditions as stated in Article XII paragraph C of the Madison County Lead Hazard Control Program contract. Madison County Community Development Department reserve the right to extend the Madison County Lead Hazard Control Program contractors contract for an additional 12 months.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this _____ day

_____ A.D.

CONTRACTOR

ATTEST

COUNTY BOARD CHAIRMAN

ATTEST

COUNTY LEAD HAZARD CONTROL PROGRAM

MADISON COUNTY COMMUNITY DEVELOPMENT

130 HILLSBORO AVENUE

Edwardsville, IL 62025

(618)692-8940

1. **Program Sponsors**

Madison County Community Development (MCCD) is administering a grant of approximately \$2,800,000 from the U.S. Department of Housing and Urban Development (HUD) to make homes of low income persons lead safe. Approximately 180 homes will be worked on during 2002/2004 in Madison County.

2. **Project Description**

A Scope of Services of lead mitigation measures will be prepared for each home based on the level of risks determined by a Lead Inspection/Risk Assessment conducted by a licensed firm. The Scope of Services will follow HUD guidelines for removing, enclosing or encapsulating lead-bearing surfaces.

If possible, project jobs will be organized in groups of three. A walk through will be conducted on each home so that contractors have a better understanding of the scope of work they will be doing.

3. **Job/Project Costs**

Because of program guidelines and requirements, MCCD and Contractor will use negotiated prices agreed upon by both parties.

4. **Statement of Contractor's Qualifications**

Each contractor shall, upon request of MCCD, submit on the form furnished for the purpose (a copy of which is included in the contract documents) a statement of the Contractor's qualifications, his/her experience in constructing the type of improvements addressed in the Lead Hazard Control program, his/her organization and equipment available for the work contemplated, and, when specifically requested by MCCD, a detailed financial statement. MCCD shall reserve the right as it deems necessary to determine the ability of the Contractor to perform the obligations required under the Contract, and the Contractor shall furnish MCCD all such information for this purpose as it may request. The right is reserved to reject any applications where an investigation of the available evidence or information does not satisfy MCCD that the Contractor is qualified to carry out properly the terms of the Contract. The **CONTRACTOR** is encouraged to provide additional information on references, prior experience and other information that may enable MCCD to more fully understand the capability of the **CONTRACTOR**. Please provide additional sheets, if necessary.

Subcontracting will be allowed by MCCD in the Madison County Lead Hazard Control Program only for the replacement of the building components that have been removed.

6. **Completion Schedule**

Because of program completion requirements, strict adherence to project completion dates will be required of the Contractor. The Contractor must review the Scope of Services with MCCD and list the dates when they propose to begin and complete work for each job. The date to begin work shall be set by MCCD in a written Notice to Proceed. Contractors will receive **ten** (10) days advance notice to begin work and a period often (10) working days to complete all work in the project group of homes. If contractor goes over the said number of working days no more work will be issued until job is complete no matter how many crews Contractor has.

7. **Safety Standards and Accident Prevention**

With respect to all work performed under this Contract, the Contractor shall:

- a) Comply with the safety standards provisions of applicable laws, building and construction codes, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971.
- b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c) Maintain at his/her office or other well-known place at the job site all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job sites, in no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Specifications

All contractual work must be completed according to the general specifications for the program. Copies will be distributed to all contractors selected to participate in the program. Participating contractors are expected to be aware of all general work specifications.

A one thousand dollar (\$1,000.00) deposit will be required in order to insure that work will be performed and completed according to all labor and material specifications and that no liens or demands will be filed for payment against any homeowner by reason of the labor, materials, and/or equipment furnished by the contractor.

- a) Subsequent to award of Contract, the successful participating contractor(s) must execute and deliver to MCCD a one thousand (\$1,000.00) deposit.
- b) Having satisfied all conditions of award as set forth in these documents, the successful participating Contractor(s) shall, within the period specified in paragraph "a" above, deposit with MCCD one thousand dollars (\$1,000.00) as security for the faithful performance of the Contract and for the payment of all persons, firms or corporations to whom the Contractor may legally be indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services employed or used by them in performing the work. The one thousand dollar (\$1,000.00) deposit will be held for a period of 1 year after the last job performed in a given year.
- c) The failure of the successful participating Contractor(s) to execute such agreement and to supply the required deposit shall constitute a default, and MCCD may award the Contract to the next in line responsible and approved Contractor.

10. **Contractor(s) Evaluation and Selection Process**

The following information enclosed in the Contractor's package must be received in MCCD's office 30 days after such package is received. Failure to submit these forms will result in removal of Contractor from further consideration. Contractor will be unable to work in the program until these forms are submitted.

1. Letter of Intent stating the Contractor is interested in working in Madison County Lead Hazard Control Program.
2. Statement of Contractor' Qualifications, copy of license from the Illinois Department of Public Health.
3. Certificate or Written Statement of Required Insurance.
4. Authorization for Release of Information.
5. Completion Schedule.
6. Signed certification regarding debarment suspension form.

his/her employees working with lead removal products.

8. Contract Extension Agreement (see enclosed form).
9. Hold Harmless and Indemnification Agreement.

Upon submission of these forms, MCCD will review them for completeness and conduct inquiries, as deemed necessary, to evaluate contractor's ability to successfully perform under the terms as specified in this solicitation.

MCCD will evaluate the above information and notify each contractor as to whether or not the Contractor has been approved for participation in the program. MCCD reserves the right to consider past experience by the Contractor if it is determined to be in the best interest of MCCD.

11. **Payment Schedule**

Invoices for payment shall be forwarded to MCCD for processing. To shorten the payment process, it is the contractor's responsibility to provide the following prior to payment processing:

1. All invoices shall be made for one (1) unit only. **Indicate the specific job number and address** for which payment is requested.
2. Lien waver forms will be provided. A completed lien waiver shall accompany each invoice.
3. Invoices shall not be processed for payment until contractor has completed fifty percent work and one hundred percent of the work and job has passed clearance test performed by the Risk Assessor contractor. **CONTRACTOR'S** will be responsible for any additional testing that must be done if the dwelling fails clearance.

Once a properly completed invoice and lien waivers are received, an inspection will be performed to determine if all work has been performed and has been addressed in a workmanship-like manner. When MCCD is satisfied that the work has been adequately performed on that unit, the invoice will be forwarded for payment. Payment should be made to contractor within a two-week period after MCCD approval of work.

Additionally, **final payment of 10%** of an unacceptable home will be held until the job is corrected. Each job must be made acceptable within **two (2)** working days or all checks due to the **CONTRACTOR** will be held until all jobs are made acceptable. If two (2)

CONTRACTOR fails twice to correct an unacceptable unit within **two** (2) working days after notification by the final inspector, the **CONTRACTOR** will be terminated from the Madison County Lead Hazard Control Program.

NOTICE TO CONTRACTORS

Contractors are required to submit the following information in order to be considered for participation in the Madison County Lead Hazard Control Program. **Contractor's** will be unable to work in the program until these forms are submitted.

1. Letter of Intent stating the Contractor is interested in working in the Madison County Lead Hazard Control Program.
2. **Statement of Contractor's Qualifications; copy of license from the Illinois Department of Public Health.**
3. Certificate or Written Statement of Required Minimum Insurance (see enclosed list).
4. Authorization for Release of Information (see enclosed form).
5. Completion Schedule.
6. Signed certification regarding debarment suspension form.
7. Assurance by the contractor that "Material Safety Data Sheets" will be provided to his/her employees. **A copy shall be provided to MCCD.**
8. Contract Extension Agreement (see enclosed form).
9. Hold Harmless and Indemnification Agreement (see enclosed form).

I, the undersigned, wish to participate as a contractor in the Program. I am interested in participating in all cities within Madison County. Contractors shall conduct Lead Based Paint Hazard Control work using standards described in the U.S. Department of Housing and Urban Development and the Illinois Department of Public Health rules and regulations.

Name (Please Print)

Signature _____ Date

9. Has your company ever failed to complete any work awarded?

If so, where and why? _____

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this contract.

12. List experience in construction work similar in importance to this project.

13. Financial Reference: **(Must list two)** Reference name, address, and phone number.

14. Work Reference: **(Must list two)** Reference name, address, and phone number.

15. Will your company, upon request, fill out a detailed financial statement and furnish any other information that may be required? _____

16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested in verification of the recitals comprising this Statement of Contractor's Qualifications.

By: _____ **Date:** _____

17. **Social Security #** _____

18. **FEIN # (if applicable)**

INSURANCE REQUIREMENTS

The CONTRACTOR agrees, as its own expense, to procure and maintain in full force and effect Workman's Compensation insurance and Employer's Liability insurance, Environmental insurance and such other insurance to the extent which may be required by law. The CONTRACTOR will carry general public liability, property damage and such other insurance in such amounts as specified by MCCD and, in any event, shall meet the following specifications:

1. The CONTRACTOR will be required to carry Public Liability and Property Damage Insurance in the amounts of \$1,000,000.00.
 - (a) All contractors shall effect and maintain Comprehensive General Liability Insurance (including Owners, Landlords, and Tenants; Manufacturers and Contractors' Owners and Contractors' Protective; Products and Completed Operations; Contractual Liability, which insures the Contract), Personal Injury and Property Damage, all with limits of no less than \$1 million per occurrence or accident and \$1 million aggregate.
 - (1) All vehicles owned, non-owned or hired by contractor that will be used in operation of their contracts shall be insured for not less than the above limits of liability.
 - (2) Contractor will be responsible for any tools owned by mechanics and tools, equipment, scaffolding, and forms owned or rented by a contractor in the capital value of which is not included in the cost of the work.
 - (b) COMPENSATION INSURANCE: Contractors shall purchase and maintain during the life of their contract Worker's Compensation Insurance as required by law. In case any class of employees engaged under any contract are not protected under the worker's compensation statute, contractor shall provide adequate insurance coverage for the protection of such employees. Limits of liability for Coverage B shall not be less than \$500,000.00

Certificates evidencing the aforesaid insurance coverage shall be deposited with MCCD prior to commencement of any work called for under this Contract. **Madison County will be named certificate holder on appropriate documents.** CONTRACTOR and CLIENT agree to hold MCCD harmless and indemnify MCCD for any cost or loss, including, without limitation, cost of litigation resulting from any claim, demand, suit or loss, including personal injury, death or property damage, arising directly or indirectly from or in connection with the said work to be performed by the CONTRACTOR, or any person or firm under the direct or indirect authority of the CONTRACTOR. Also, CONTRACTOR shall, at its own expense, defend any and all actions

copyright, trademark, trade name, brand or slogan, or of unfair competition, or any adverse claim of statutory or non-statutory rights; any litigation based upon any claim referred to above; or, in the event scaffolding or other mechanical contrivance to the so called "Illinois Scaffolding Act" (Illinois Revised Statute, Chapter 48, Section 60-69) supplies is furnished by **CONTRACTOR**, or any claim or demand made pursuant to said statutes involving, directly or indirectly, said scaffolding and/or mechanical contrivances.

AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize release of information regarding my financial and technical resources to Madison County Madison County Community Development for the purpose of determining my eligibility as a Contractor with Madison County Community Development for the Madison County Lead Hazard Control Program. A photostatic copy of this document shall suffice as proper authorization for the release of the above information.

Name (Please Print)

Signature

Date

COMPLETION SCHEDULE WARRANTY

Contractor hereby acknowledges that all work must be completed by the end of **twenty (20)** working days from the date work is issued.

To the Contractor. Bidder warrants all work contracted and further acknowledges failure to perform will constitute a default on the Terms of the Contract which may result in contract termination.

Name

Signature

Date

CONTRACT EXTENSION AGREEMENT

I hereby agree that the Madison County Community Development Department reserves the right to extend the Lead Hazard Control Program for an additional 12 months.

Name (Please print)

Signature

Date

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

(a) Contractor shall indemnify, defend and save Harmless Madison County from and against any and all claims, debts, damages, (including direct, liquidated, consequential, incidental or other damages), judgements, awards, losses, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature at any time arising out of any failure of Contractor to perform any of the terms and conditions of the Contract, or which are caused or occasioned by, or contributed to or claim to be caused or occasioned or contributed to, by and act, omission, fault or negligence of Contractor or anyone acting under its direction or control or on its behalf in connection with or incident to the contract work. All questions involving contributory acts, omissions, fault, or negligence of Madison County with Contractor will be determined in accordance with applicable law. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, including agents and employees of Madison County, Contractor, other contractors and subcontractors and damage to any property, regardless of location, including property of Madison County, Contractor, other contractors and subcontractors and shall extend to any similar obligations of Contractor undertaken by it under the General and Special Conditions of the General Contract, including the technical requirements or specifications and drawings with respect to the Contract work hereunder, Contractor will, on request and at its expense, defend any action, suit or proceedings arising hereunder and shall reimburse and pay Madison County for any loss, cost, damage or expenses (including legal fees) suffered by it hereunder. Such obligation shall not be construed to negate, or abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Clause.

(b) In any and all claims against Madison County and other contractors or subcontractors or any of their agents or employees, by any employees of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligation under this Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

(c) Contractor shall be responsible for all damages to persons or property caused by its Contract work and expressly agrees to indemnify and save harmless Madison County from and against any and all loss, damages, injury or liability, however caused, arising directly or indirectly from the acts or omissions of Contractor, its agents, employees, vendors or lower-tier subcontractors and their agents, or employees, in the performance of the Contract work.

uses equipment of Madison County, Contractor shall indemnify, defend and hold harmless Madison County (including its officers, agents, and employees from any loss (including costs and attorney's fees) or damage caused by that equipment. Furthermore, Contractor shall be liable to Madison County for any loss or damage to that equipment.

(e) Contractor hereby assumes the entire liability for its own negligence and the negligence of its own employees; Contractor agrees to indemnify and save harmless Madison County and its agents, servants and employees from and against all loss, expense, damage or injury, including legal fees, that Madison County may sustain as a result of any claims predicated on said allegations of Contractor's own negligence.

(f) This agreement shall specifically not require Contractor to indemnify Madison County from Madison County's own alleged negligence in violation of Chapter 740 IL, CS 35/1.

Date _____

Authorized Representative

Company Name

Address

City/State/Zip Code

Telephone Number

Fax number

The **CONTRACTOR** shall comply with the following provisions:

1. Section 3.

A. The work to be performed under this CONTRACT is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. The parties to this CONTRACT will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this CONTRACT. The parties to this CONTRACT certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The **CONTRACTOR** will send to each labor organization or representative of workers with which he has had a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the CONTRACT, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, its successors and assigns to those sanctions specified by the grant or loan agreement or CONTRACT through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

2. Lead-Based Paint Hazard

The use of lead-based paint is specifically prohibited by Title 24 of the Code of Federal Regulations, Part 35.

of this CONTRACT, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

"(3) The contractor will send to each labor union or representative or workers with he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be cancelled, terminated or suspended

Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each vendor. The contractor will take such action with respect to any purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliances: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Client Name

Address

WAIVER OF LIEN

The undersigned hereby certifies that _____

has been employed as a Contractor or Subcontractor for the Madison County Community Development Lead Hazard Control Program conducted by Madison County Community Development in the City of Edwardsville , County of Madison , State of Illinois.

The undersigned further acknowledges and agrees that the above-named Contractor or Subcontractor has furnished such labor and/or materials and hereby waives and releases any and all liens, claims, or rights of lien against the city or on said property and premises, including, but not limited to, any arising under "An Act to Revise the Law in Relation to Mechanic's Liens," approved May 18, 1903, in force July 1, 1903, together with all amendments thereto, and any other lien laws of the State of Illinois, on account of labor and/or materials furnished or that may be furnished by the Contractor or Subcontractor to, or on account of, said property on account of the said Agency's Madison County Community Development Lead Hazard Control Program for said property.

Nam

Its:

Phone No. Title

Fax No.

Subscribed and Sworn to before me
this ___ day of _____

Notary Public

My Commission Expires: