

Contract #/ P.O. #/ Release #: _____
 Amendment No. _____
 Vendor Code#: _____
 Maximum Compensation (Amount of Recovery Act Funds): \$ _____
 Maximum Compensation (Amount of Non Recovery Act Funds): \$ _____
 Fund # (Recovery Act Funds): _____
 Fund # (Non Recovery Act Funds): _____

**AMENDMENT
 TO
 DELEGATE AGENCY GRANT AGREEMENT
 (ARRA)**

Original Agreement	Head Start and Early Head Start Programs Child Care Collaboration Program Child Care Services Program C.F.D.A. Number 93.600 Head Start C.F.D.A. Number 93.575 Child Care and Development Block Grant
This Amendment	Head Start/Early Head Start ARRA Expansion C.F.D.A. Number 93.708 ARRA - Head Start U.S. Department of Health and Human Services Award #05SH0101/01 Head Start: Full Year Part Day Handicapped Training and Technical Assistance (COLA and Quality Improvement) C.F.D.A. Number 93.708 ARRA - Head Start U.S. Department of Health and Human Services Award #05SE0101/01

This Amendment ("**Amendment**") is made and entered into as of the 30th day of November, 2009, by and between the City of Chicago ("**City**"), a municipal corporation of the State of Illinois, acting by and through its **Department of Family and Support Services** ("**Department**"), whose mailing address is 1615 West Chicago Avenue, Executive Offices, 2nd Floor, Chicago, Illinois 60622, Attention: Commissioner, and _____ ("**Subgrantee**" or "**you**").

BACKGROUND

A. The Subgrantee and the City have entered into a Delegate Agency Grant Agreement dated as of _____, 200__ (as previously amended, if applicable, the "**Agreement**") pursuant to which the Subgrantee is to provide services for the social and educational development of young children and the employment and economic development of their families, under the Head

This Amendment Is To Be Used Only For Delegate Agency Grant Agreements for Head Start/Early Head Start ARRA Expansion and COLA and Quality Improvement (Non-Construction)(Revised 12/09).

Start and Early Head Start Programs, the Child Care Collaboration Program and the Child Care Services Program (collectively, the “**Program**”).

B. The Program is funded in part by Head Start and Early Head Start Grant Funds from the United States Department of Health and Human Services (“**HHS**”) and Child Care Funds from the State of Illinois Departments of Human Services (“**DHS**”) and Children and Family Services (“**DCFS**”) (collectively “**Collaboration Grant Funds**”) and in part by DHS and DCFS utilizing, in part, funds received from HHS under Titles IV-A and XX of the Social Security Act, the Child Care and Development Block Grant Program, 42 U.S.C. § 9858 *et seq.*, and the Social Services Block Grant Program, 42 U.S.C. § 9801 *et seq.* (collectively, the “**Child Care Funds**”).

C. The parties desire to amend the Agreement to revise the Budget Summary, increase the Maximum Compensation using funds pursuant to the American Recovery and Reinvestment Act of 2009 (the “**Recovery Act**”) and otherwise to amend the Agreement.

NOW, THEREFORE, in consideration of the provisions and conditions set forth in this Amendment, the City and the Subgrantee agree to amend the Agreement as follows:

1. The background information set forth above is incorporated by this reference.
2. The Additional Agreement Provisions in Exhibit A to the Agreement are amended by adding the following to the end of Paragraph A of Section A-1.4, Compliance with All Grant Regulations:

The American Recovery Reinvestment Act of 2009 (the “**Recovery Act**”) and regulations under the Recovery Act.

3. The Additional Agreement Provisions in Exhibit A to the Agreement are amended by adding the following to the end of Paragraph O of Section A-1.4, Compliance with All Grant Regulations:

2 CFR Part 176, including Subpart A (Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009), Subpart B (Buy American Requirement under Section 1605 of the American Recovery and Reinvestment Act of 2009), Subpart C (Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009) and Subpart D (Single Audit Information for Recipients of Recovery Act Funds).

4. A revised and amended Budget Summary is attached to this Amendment as Exhibit C and incorporated by this reference. The Budget Summary shall separately identify expenditures to be funded by awards made under the Recovery Act.
5. The Subgrantee has executed an Economic Disclosure Statement and Affidavit, an executed copy of which is attached to this Amendment as Exhibit D and incorporated by this reference.
6. The Insurance Requirements are amended as set forth in Exhibit E to this Amendment,

which is incorporated by this reference.

7. Throughout the Agreement, all references to “Department of Children and Youth Services” are deleted and replaced by references to the “Department of Family and Support Services” and all references to “Commissioner for Children and Youth Services” are deleted and replaced by references to “Commissioner, Department of Family and Support Services.”
8. In the portion of the Agreement headed “Background Information,” the first three paragraphs shall be deleted and replaced by the following:

The City has received Head Start and Early Head Start Grant Funds from the United States Department of Health and Human Services (“**HHS**”) and Child Care Funds from the State of Illinois Departments of Human Services (“**DHS**”) and Children and Family Services (“**DCFS**”)(collectively "**Collaboration Grant Funds**").

In addition, the City has entered into grant agreements with DHS and DCFS utilizing, in part, funds received from HHS under Titles IV-A and XX of the Social Security Act, the Child Care and Development Block Grant Program, 42 U.S.C. § 9858 *et seq.*, and the Social Services Block Grant Program, 42 U.S.C. § 9801 *et seq.* (collectively, the "**Child Care Funds**").

The City has received a Head Start/Early Head Start ARRA Expansion Supplemental Grant and a Head Start: Full Year Part Day Handicapped Training and Technical Assistance (COLA and Quality Improvement) Grant (each, a "**Recovery Act Grant**") from HHS pursuant to the American Recovery and Reinvestment Act of 2009 (the "**Recovery Act**"). Any funding provided through the Recovery Act is one-time funding.

Collaboration Grant Funds and Recovery Act Grant funds are to be used for the social and educational development of young children, and Child Care Funds are to be used for the social and educational development of young children and the employment and economic development of their families, under the Head Start and Early Head Start Programs, the Child Care Collaboration Program and the Child Care Services Program (collectively, the "**Program**"). The City desires to enter into this Agreement with you to provide services under the Program.

The six and seventh paragraphs, plus the first sentence of the eighth paragraph, in the portion of the Agreement headed “Background Information” shall be deleted and replaced by the following:

Any payments under this Agreement will be made from the following Fund Number(s):

Program Name	Fund Number
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(If necessary, additional Program Names and Fund Numbers may be attached on a separate sheet)

All payments are subject to annual appropriation and availability of funds. In subsequent years, the City may change the fund number(s) at its sole discretion. The maximum compensation that you may be paid under this Agreement, without an amendment to this Agreement authorizing a higher amount, is \$ _____ ("**Maximum Compensation**").

Notwithstanding the Maximum Compensation, the amount of funds the City commits to pay to you as of the effective date of this Agreement ("**Committed Compensation**") is limited to \$ _____, and such amount is reflected in the "Budget Summary," attached as Exhibit C and incorporated by reference.

The last paragraph in the portion of the Agreement headed "Background Information" shall be deleted and replaced by the following:

You must comply with all the Terms and Conditions of this Agreement, all grant agreements (each, a "**Grant**") pursuant to which the City received the Collaboration Grant Funds, Child Care Funds or Recovery Act funds (collectively, the "**Grant Funds**") and the additional requirements found in Exhibit A.

9. The first sentence of Section 2.4 of the Agreement, Early Termination, is deleted in its entirety and replaced by the following:

In addition to its termination rights under Section 5.3 and Article 8, and subject to the appeal process described in 45 CFR Part 1303, Subpart C, "Appeals by Current or Prospective Delegate Agencies" (Sections 1303.20 through 1303.23), the City may terminate this Agreement, or any portion of it remaining to be performed, at any time, (a) upon written notice to you with your consent or (b) upon written notice to you if HHS, DHS or DCFS terminates or suspends any Grant.

10. Section 3.2 of the Agreement, Standard of Performance, is deleted in its entirety and replaced by the following:

3.2 STANDARD OF PERFORMANCE

You will perform all Services under this Agreement with the degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the Services ("*Standard of Performance*"). You will use your best efforts on behalf of the City to assure timely and satisfactory completion of the Services. You acknowledge that in the performance of the Services, TIME IS OF THE ESSENCE.

If you fail to comply with the Standard of Performance, you must, at the City's option, perform again, at your own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 9.1(A) regarding failure to comply with licensure requirements. This provision in no way limits the City's legal or equitable rights against you.

11. Section 4.1 of the Agreement, Reporting Requirements, is deleted in its entirety and replaced by the following:

The City will set forth the specific reporting requirements, if any, in the Scope of Services attached as Exhibit B.

You understand and agree that, due to a portion of this Agreement being funded by the Recovery Act, the City has certain reporting obligations under the Recovery Act, including without limitation under Section 2, Division A., Title XII, Section 1201 and Title XV, Section 1512 of the Recovery Act. In order that the City may fulfill its reporting obligations under the Recovery Act, to the maximum extent possible, you agree to, and agree to require all of your subcontractors to, respond promptly to all information requests by the City in the manner and on the time frame that the City requests. Such information may include that relating to the number of jobs created, directly or indirectly.

You agree, at all times during which you have active federal awards funded with Recovery Act funds, to maintain a current registration with the Central Contractor Registration database or complete such other registration requirements as determined by the Director of the U.S. Office of Management and Budget, as required by Section 2, Division A, Title XV, Section 1512(h) of the Recovery Act. You agree to obtain a Dun and Bradstreet Data Universal Numbering System ("**DUNS**") number or update your existing DUNS record, one of the requirements for registration in the Central Contractor Registration.

12. Section 4.2 of the Agreement, Records, is amended by adding the following paragraph at the beginning of this Section:

You understand and agree that all Recovery Act Representatives (as such

term is defined below) are authorized: (1) to examine any records of you or your subcontractors that directly pertain to, and involve transactions relating to, this Agreement or any subcontract; and (2) to interview any officer or employee of you or any of your subcontractors regarding such transaction. As used herein, the term “**Recovery Act Representatives**” means the Comptroller General and any of his representatives, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) or any other official authorized with such powers under the Recovery Act.

13. Section 4.3 of the Agreement, Audit Requirement, is deleted in its entirety and replaced by the following:

4.3 AUDIT REQUIREMENT

If you are a not-for-profit corporation and are expending federal funds under this and other agreements totaling \$500,000 or more during your fiscal year, you must submit an audit conducted in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-07) and OMB Circular A-133 (entitled "Audits of States, Local Governments and Non-Profit Organizations"), the compliance requirements set forth in OMB Compliance Supplement, and any additional testing and reporting required by the City. If an A-133 audit is required, that audit must cover the time period specified by OMB Circular A-133 and its implementing regulations. Organization-wide audited financial statements must, at a minimum, cover the Term.

If an A-133 audit is required, you agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

You also are responsible for meeting, to the extent applicable, the audit requirements of the Fiscal Control and Internal Auditing Act, 30 ILCS 10 and any other audit requirements that may be imposed by law, rule or regulation or by DHS, the Inspector General of the State of Illinois or the Auditor General of the State of Illinois.

If you are a for-profit corporation and are expending federal funds under this and other agreements totaling \$500,000 or more during your fiscal year, then you must submit a program-specific audit of the program(s) funded by the City under this Agreement. This audit must be performed in accordance with program-specific audit requirements contained in Section .235 of OMB Circular A-133, applicable program-specific audit guides, and with generally accepted government auditing standards (Government Auditing Standards). The audit must cover the time period specified by OMB Circular A-133 for program-

specific audits. In addition to the audit opinion, reports, and schedules required by OMB Circular A-133, the program-specific audit shall include the following financial statements:

- Statement of Financial Position (Balance Sheet) (if applicable)
- Statement of Activities (Revenue and Expenses)

If your organization has expended federal funds under this and other agreements totaling less than \$500,000 during your fiscal year, you must submit to the City a notarized "Delegate Agency Certification of Federal Expenditures" form certifying that your organization is exempt from Federal audit requirements for that year pursuant to OMB Circular A-133, Section .200(d). Copies of this Certification form may be obtained from the City's Department of Law - Internal Audit.

You acknowledge that the City may perform, or cause to be performed, various monitoring procedures relating to your award(s) of federal funds, including, but not limited to, "limited scope audits" of specific compliance areas.

You must submit the audit reports within 6 months after the end of the audit period. You must submit the audit, within this time frame, to the Department and to:

City of Chicago
Office of Compliance - Internal Audit Division
Attention: Circular A-133 Reviews
DePaul Center - Room 540
333 S. State Street
Chicago, IL 60604

If an OMB audit is required, you will also submit a copy of the audit via electronic submission, within the same time frame indicated in Sec. 320 of OMB Circular A-133, to the Federal Audit Clearinghouse using the Internet Data Entry System. Further, you must submit, with the audit, a report which comments on the findings and recommendations in the audit, including corrective action planned or taken. If no action is planned or taken, an explanation must be included. Copies of written communications on non-material compliance findings must be submitted to the Department and the City's Office of Compliance.

For fiscal years ending September 30, 2009 and later, all Single Audit reports filed with the Federal Audit Clearinghouse (FAC) will be made publicly available on the internet. A link will be provided from Recovery.gov.

The City retains its right to independently audit you.

If you are found in non-compliance with these audit requirements, by either the City or any federal agency, you may be required to refund financial assistance received from the City or the applicable federal agency(ies).

Each of the City, HHS, DHS, DCFS, the U.S. Comptroller General or the Auditor General of the State of Illinois may in its sole discretion audit your records or those of your subcontractors, or both, at any time during the Term or within 5 years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that you or any of your subcontractors have overcharged the City in the audited period, the City will notify you. You must then promptly reimburse the City for any amounts the City has paid you due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then you must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then you must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of your not having maintained records as required under this Agreement, you must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Your failure to reimburse the City in accordance with this Section 4.3 is an event of default under this Agreement, and you will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

- 14. Section 5.1 of the Agreement, Basis of Payment, is amended by adding the following to the end of the Section:

You shall segregate, track and monitor with specificity any Recovery Act funds you receive under this Agreement.

- 15. Section 5.2 of the Agreement, Method of Payment, is amended by adding the following to the end of Paragraph A, Provisions applicable to all Programs:

You understand and agree that all requisitions for reimbursement required to be submitted pursuant to this Agreement must also include an indication of what work or product for each listed subcontractor or supplier was used for work funded by the Recovery Act as distinct from work or product funded from other sources.

- 16. Section 9.1 of the Agreement, Representations and Warranties, is amended by adding the following to the end of the Section:

K. acknowledge that you and your subcontractors understand and will abide by all provisions of Chapter 2-26-010 et seq. of the Municipal Code.

17. Section 9.2 of the Agreement, Inspector General, is deleted in its entirety and replaced by the following:

9.2 INSPECTOR GENERAL

It will be the duty of any Subgrantee, bidder, proposer, or contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such Subgrantee, bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code; that you understand and will abide by all provisions of Chapter 2-56 of the Municipal Code and that you will inform subcontractors of this provision and require their compliance.

You shall promptly refer to an appropriate United States inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided through the Recovery Act.

18. Section 9.3 of the Agreement, Whole Agreement-Integration, is deleted in its entirety and replaced by the following:

9.3 WHOLE AGREEMENT-INTEGRATION

This Agreement, including attached Exhibits A through E, constitutes the entire agreement between the parties, and no warranties, representations, inducements, considerations, promises or other inferences will be implied that are not expressly stated in the Agreement. Except as described in Section 9.4(A), no variation or amendment of this Agreement and no waiver of its provisions are valid unless in writing and signed by your duly authorized officers and those of the City. This Agreement supersedes all oral or written agreements or understandings on the subject of this Agreement between you and the City.

19. Section 9.4 of the Agreement, Modifications and Amendments, is deleted in its entirety and replaced by the following:

9.4 MODIFICATIONS AND AMENDMENTS

(A) This Agreement is subject to such modifications as the City determines may be required by changes in Federal, State or local law or regulations

applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein.

(B) Except as described in Section 9.4(A), no changes, amendments, modifications, cancellations or discharges of this Agreement, or any part of it are effective unless in writing and signed by you and the City, or their respective successors and assigns.

20. Section 9.5 of the Agreement, Compliance With All Laws, is deleted in its entirety and replaced by the following:

9.5 COMPLIANCE WITH ALL LAWS

You will comply with all applicable laws, ordinances, rules, executive orders and regulations of the federal, state, local and city government, which may in any manner affect the performance of this Agreement, all of which will be deemed to be included in this Agreement the same as though written herein in full. You are responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the City shall not be responsible for monitoring your compliance.

You further understand, agree, and acknowledge that a portion of the work under this Agreement will be funded with Federal funds provided to the City pursuant to the Recovery Act and that therefore you must comply with the Recovery Act. You agree to perform any obligations that may be required by the Recovery Act or regulations promulgated thereunder.

21. Section 9.13 of the Agreement, Economic Disclosure Statement and Affidavit, is amended by adding the following to the end of the Section:

To the best of your knowledge and belief, you, your principals and key project personnel: (a) are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency; (b) have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification. Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

22. Section 9.14 of the Agreement, Conflict of Interest, is amended by adding the following

paragraph to the end of this Section:

You shall establish safeguards to prohibit officers, directors, agents, employees and family members from using positions of employment for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties. Safeguards; evidenced by rules or bylaws, shall be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

23. Article 12 of the Agreement, Living Wage Ordinance, is amended by deleting “As of July 1, 2008, the Base Wage became \$10.60 per hour” and replacing it with “As of July 1, 2009, the Base Wage became \$11.03 per hour”.
24. Article 13, Notice of Change In Circumstances, is amended by adding the following paragraph to the end of the Article:

You certify that you are not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of your knowledge, that you are not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should you become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, you shall promptly notify the City of any such investigation. You acknowledge that should you later be subject to a cease and desist order or Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the City is authorized to declare you in default of this Agreement and suspend or terminate this Agreement.

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Except as and to the extent that the terms of the Agreement are amended and modified by this Amendment, all terms of the Agreement remain in full force and effect.

Signed at Chicago, Illinois.

CITY OF CHICAGO

By: _____
Commissioner, Department of Family and Support Services

(SUBGRANTEE)

By: _____
Print Name: _____
Title: _____ (must be executive director or corp.
president¹)

State of _____

County of _____

This instrument was acknowledged before me on _____ (date) by _____
(name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of _____
_____ (name of party on behalf of whom
instrument was executed).

(Signature of Notary Public)

¹ If this Amendment is signed by any individual other than the corporate president or the executive director of Subgrantee, attach a copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, that permits the individual to sign the Agreement for the Subgrantee.

EXHIBIT C
BUDGET SUMMARY

(Attached)

NOTE: The Budget Summary shall separately identify expenditures to be funded by awards made under the Recovery Act.

EXHIBIT D
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
(Attached)

EXHIBIT E

INSURANCE REQUIREMENTS

A. The kinds and amounts of insurance required are as follows:

1) Workers Compensation and Employers Liability

Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$500,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work or Services to be performed, Subgrantee must provide Automobile Liability Insurance with limits of not less than \$300,000 per occurrence for bodily injury and property damage.

4) Professional Liability

When any professional consultants perform work or Services in connection with this Agreement, Professional Liability Insurance covering errors, omissions, or negligent acts, must be maintained with limits of not less than \$500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work or Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

5) Medical/Professional Liability

When any medical Services are performed in connection with this Agreement, Medical/Professional Liability Insurance must be provided to include coverage for errors, omissions and negligent acts related to the rendering or failure to render professional, medical or health Services with limits of not less than \$500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work or Services on this Agreement. A claims made policy which is not renewed or replaced must have an extended reporting period of 2 years.

6) Builders Risk

When any Subgrantee performs any construction, including improvement, betterments, and/or repairs, Subgrantee must provide All Risk Builders Insurance to cover materials, supplies, equipment, machinery and fixtures that are part of the structure.

B. Related Requirements

If the coverages have an expiration or renewal date occurring during the time for performance of this Agreement, Subgrantee must furnish renewal certificates to the Federal Funds Insurance Unit at

the address listed in Section 3.5 of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Subgrantee is not a waiver by the City of any requirements for Subgrantee to obtain and maintain the specified coverages. Subgrantee must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Subgrantee of your obligation to provide insurance as specified here. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work or Services or terminate this Agreement until proper evidence of insurance is provided.

The insurance must provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

All deductibles or self insured retentions on referenced insurance coverages must be borne by Subgrantee.

Subgrantee hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Subgrantee in no way limit Subgrantee's liabilities and responsibilities specified within this Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by Subgrantee under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Subgrantee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Subgrantee must require all Subcontractors to provide the insurance required in this Agreement or Subgrantee may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Subgrantee unless otherwise specified in this Agreement.

If Subgrantee or Subcontractors desire additional coverages, the party desiring additional coverages is responsible for the acquisition and cost of such additional protection.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

C. If you need additional information related to insurance, please call the office of the City Comptroller, at (312) 744-7923.