

BOOK 2
INSTRUCTIONS AND EXECUTION DOCUMENTS

PROJECT TITLE: 58th St, Parnell and 44th Pl Sewer Improvement Project

DWM PROJECT NO.: 7500 & 7445

SPECIFICATION NO.: 1201443

CITY OF CHICAGO



LORI LIGHTFOOT
MAYOR

Prepared by
DEPARTMENT OF WATER MANAGEMENT
Contracts Section

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Chicago, Illinois 60611

Issued by the
DEPARTMENT OF PROCUREMENT SERVICES

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

Document Printed March 2021

All Signatures To Be Sworn To Before A Notary Public

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Terms and Conditions for Construction" for the Department of Water Management projects funded by IEPA, as amended and incorporated as if fully set forth here by this reference; and by Book 2, Book 3 (if applicable), plans, drawings, exhibits, and attachments as appropriate.

Contract Insurance Requirements

BOOK 2 - INSTRUCTIONS AND EXECUTION DOCUMENTS

ADVERTISEMENT FOR BIDS

ATTACH
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DOCUMENT SUBMITTAL CHECKLIST

This checklist is intended to assist Bidders but does not necessarily reference all documents required in this particular Specification. Bidders should review this entire Part One for additional requirements. Missing forms may invalidate a bid.

1. Bid Form properly completed. _____
2. Schedule of Prices, completed and totaled. _____
3. Appropriate Proposal Page completed, signed and notarized. _____
4. Department of Procurement Services Bid Bond/Bid Deposit. _____
5. Addenda (if any) acknowledged on the Proposal Page. _____
6. Online EDS Number Provided. _____
7. Online EDS Certificate of Filing. _____
8. MBE/WBE/VBE Schedules completed. _____
 - a. Schedule B: MBE/WBE/VBE Affidavit of Joint Venture, if applicable; completed, signed and notarized. _____
 - b. Schedule C / C-V: Letter of Intent to Perform as Subcontractor or Supplier, completed and signed. _____
 - c. Schedule D / D-V: Compliance Plan Regarding MBE, WBE, VBE Utilization completed, signed and notarized. _____
 - d. Schedule F: Report of Subcontractor Solicitations for Construction Contracts, completed signed and notarized. _____
 - e. Schedule H: Documentation of Good Faith Efforts to Utilize MBE's, WBE's, VBE's on Construction Contracts, if applicable; completed signed and notarized. _____
9. Contractor's Statement of Experience and Financial Condition on File. _____
10. Affidavit of Uncompleted Work completed, signed and notarized. _____
11. Proper Insurance Certificate provided. _____
12. Certificate regarding Removal of All Waste Materials and Dump Sites. _____
13. IEPA Certifications, as applicable. _____
14. Sexual Harassment Policy Affidavit (2-92-612) _____

SECTION ONE

Project Information

PROJECT INFORMATION

The following Specifications supplement the “Requirements for Bidding and Instructions for Bidders” found in Section Two of this document.

Proposals will be received by the Chief Procurement Officer of the City of Chicago for:

PN 7500:

W. 58th St. from S. Mobile Av. to S. Nashville Av.;
S. Narragansett Av. from W. 58th St. to W. 59th St.;
S. Natoma Av. from W. 57th St. to W. 58th St.;
W. 58th St from S. Natoma Av. to S. Nottingham Av.

PN 7445:

W. 44th Pl. from S. Princeton Av. to S. Shields Av.;
S. Shields Av. from W. 44th Pl. to W. 45th St.;
S. Parnell Av. from W. 44th St. to W. 43rd Pl.

all in accordance with Contract Documents set forth below.

General Description of Work

The work for which proposals are invited consists of furnishing all labor, equipment, tools, transportation, materials and services for the sewer improvements in PN 7500 and PN 7445. This includes but is not limited to performing all work for the installation of sewers; installation of manholes and catch basins; reconstruction of existing connection structures; construction and installation of new connection structures and tumbling basins; installation of temporary water main supports; construction of concrete collar connections; and installation of drain connections. This includes but is not limited to site mobilization, providing traffic control and protection for the duration of the contract, supporting, cut/cap and replacing, and or abandonment of existing water main; removal and or abandonment of existing sewer; all required excavation, trenching, grading, backfilling and compaction of excavations; restoration of pavements, curbs, walkways, landscaped areas and removal of all construction debris as described in the detail specifications, including all appurtenant work and accessories, to the complete satisfaction of, approval and acceptance by the City.

This description of work is intended to be general in nature and is neither a complete description nor a limitation on the work to be performed. Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

Project Information

Fund Source: Sewer Bond Funds IEPA Loans

Bid Deposit: 5% of Total Base Bid

MBE/WBE/VBE Participation Goal: MBE Participation Goal: 26.34%
WBE Participation Goal: 6.76%
VBE Participation Goal: 0.63%

Award of Contract

In the event that a contract is awarded pursuant to this specification, the Chief Procurement Officer will award such contract to the lowest responsive and responsible bidder as determined by the Total Base Bid meeting the terms and conditions set out in the Contract Documents.

Total Base Bid is the cost of constructing the entire project to be provided by Contractor in the Schedule of Prices. It is the sum of every line item's Total Price.

Contractor's Total Base Bid must incorporate any peripheral costs including, but not limited to, the costs of products and/or services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Contract.

IEPA Requirements

This Contract is expected to be funded in part by a loan from the Illinois Environmental Protection Agency (IEPA). The Contract will be subject to regulations contained in the procedures for issuing loans from the Public Water Supply Loan Program or Water Pollution Control Loan Program, Davis Bacon Wage Act (29 CFR 5), Illinois American Iron and Steel requirements, and the Illinois Preference Act (30 ILCS 570). This Project is also subject to the loan recipient's (City of Chicago's) policy regarding the increased use of small, minority, and women's businesses.

Contract provisions of the IEPA loan are included in Books 1, 2 and 3 and/or Addenda. Bidder must submit the included IEPA documents as specified in the IEPA loan requirements for the Contractor and 1st Tier Subcontractors.

Inspection of Site

The Bidder is expected to inspect the site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to a failure of the bidder to inspect the site. Site inspection shall be arranged through the Project Manager at the office of the DWM Bureau of Engineering Services, 1000 E Ohio St, +51, Chicago, IL.

Document Deposit

\$0.00 first set per bidder on CD-ROM

Project Information

\$50.00 each subsequent set per bidder CD-ROM

Pre Bid Conference

A pre bid conference will be held at the date, time and location indicated in the advertisement for bids. All interested parties are **strongly encouraged** to attend. The City may answer questions or clarify the terms of the bid documents at the conference. Written answers may be provided following the conference. Questions and requests for clarification may be submitted in writing, or may be raised at the conference; however, verbal questions and requests for clarification will be accepted only at the conference. All written questions or requests for clarification must be sent by mail or fax at 312-744-9687, and directed to the attention of the Contract Administrator, Department of Procurement Services, Room 806 of City Hall, 121 N. LaSalle, Chicago IL 60602. The City will not accept any questions for the ten (10) day period preceding the bid opening date.

On-Line EDS

The Bidder shall complete an online EDS prior to the bid due date. A bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the Bidders good faith efforts to complete it before the response due date and the reasons why it could not be completed.

ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

The Bidder must complete an online EDS prior to the bid opening date.

A Bidder that does not file an electronic EDS prior to the bid opening will be found non-responsive and its bid will be rejected unless a paper EDS and written justification is submitted with the bid as explained in the above paragraph.

ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Contract Insurance Requirements

CONTRACT INSURANCE REQUIREMENTS

Department of Water Management
Sewer Improvement
Combined Project Risk Assessment
Project No. 7500 and 7445

A. INSURANCE REQUIRED

The Contractor must provide and maintain at Contractor's own expense or caused to be provided, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services or operations related to the Contract.

- 1) 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 Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage shall include but not be limited to: alternate employer and voluntary compensation endorsement, when applicable.

Contractor 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.

- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$2,000,000 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, (for the full statute of repose following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

Contract Insurance Requirements

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to

liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or 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. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor 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.

3) Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance 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 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. The City is to be named as an additional insured on a primary, non-contributory basis. When applicable, coverage extension must include a) an MCS-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of chemical waste, hazardous and special waste.

Contractor 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.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained

Contract Insurance Requirements

by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to, the following: material stored off-site and in-transit, landscaping, flood, water including overflow, leakage, sewer backup or seepage, collapse, damage to adjoining and existing property, debris removal and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

7) Owner's and Contractor's Protective Liability

With respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

8) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include but not be limited to, pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

9) Contractors Pollution Liability

When any remediation work or services 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 Contract. 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

Contract Insurance Requirements

named as an additional insured.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, 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 Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor 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 the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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 its obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any

Contract Insurance Requirements

insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled 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 shall be available to the City

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.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City,

Contract Insurance Requirements

Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

Contract Insurance Requirements

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____

Address: _____

(City) (State) (Zip)

Specification #: _____

RFP: _____

Project#: _____

Contract#: _____

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Coverage <input type="checkbox"/> Broad Form <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General \$ _____ Each Occurrence \$ _____ Statutory/Illinois Employers Liability \$ _____ Amount of Contract \$ _____ \$ _____ \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract \$ _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured City of Chicago Department of Procurement Services 121 N. LaSalle St., #806 Chicago, IL 60602	Signature of Authorized Rep.: _____ Agency/Company: _____ Address: _____ Telephone: _____

For City use only

Name of City Department requesting certificate: (Using Dept.) _____

Address: _____ ZIP Code: _____

Attention: _____

Proposal Pages

PROPOSAL PAGES

Proposal Pages

PROPOSAL

The undersigned proposes to construct

DWM Project No. 7500:

W. 58th St. from S. Mobile Av. to S. Nashville Av.

S. Narragansett Av. from W. 58th St. to W. 59th St.

S. Natoma Av. from W. 57th St. to W 58th St.

W. 58th St from S. Natoma Av. to S. Nottingham Av.

DWM Project No. 7445:

W. 44th Pl. from S. Princeton Av. to S. Shields Av.

S. Shields Av. from W. 44th Pl. to W. 45th St.

S. Parnell Av. from W. 44th St. to W. 43rd Pl.

as required by this Contract, to perform all Work required, and to provide and furnish the required performance and payment bond and all of the labor, materials, tools, equipment, expendable and otherwise, and all accessories and transportation services necessary to perform and complete the Work required in a workmanlike manner and within the specified time the Work required, all in accordance with the Contract Documents, at the unit and lump sum prices hereinafter set forth in the Schedule of Prices; and

Further, the undersigned agrees that upon receipt of written notice of acceptance of this Proposal, he will furnish a satisfactory Performance Bond within seven (7) calendar days; and

Further, the undersigned declares that he has carefully examined the Contract Documents, Addenda (if any); that he has inspected in detail the site of the proposed Work; that he has familiarized himself with all of the conditions affecting the Contract; that he has familiarized himself as to the Work to be done and the conditions under which it must be carried out; that he understands that in making this Proposal he waives all rights to plead any misunderstanding regarding the same; and

Further, the undersigned declares that he has filled out and signed the "Economic Disclosure Statement" form and all other forms requiring Bidders' signature; and

Further, the undersigned understands that he shall be prepared to provide the satisfactory documentation to the Chief Procurement Officer relating to his performance ability and possession of necessary facilities, pecuniary resources and adequate insurance as called for in Article 6 entitled "Competency of Bidder" of the "Requirements for Bidding and Instructions for Bidders"; and

Further, the undersigned firm certifies that it is not barred from contracting with any unit of State or local government as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating; and

Proposal Pages

Further, the undersigned understands that he must show the lump sum price, and that if not so made, his Proposal may be rejected as irregular; and

Further, the undersigned understands that he must show in the Schedule of Prices the unit or lump sum price, as the case may be for which he proposes to perform each item of work, and that all extensions and the summation for the base bid amount must be made by him, and that if not so made his Proposal may be rejected as irregular; and

Further, the undersigned declares that the price stated for each item is based on the projected cost of that item at the time that the Work is to be performed, and also includes a proportionate amount of the total cost of the entire Work in full compliance with the Contract Documents and the requirements of the Commissioner and City Chief Procurement Officer, and constitutes compensation in full for performing and completing the work pertaining to said item, free of all claims, liens and charges whatsoever; and

Further, the undersigned declares that the prices herein are in compliance with all applicable laws, ordinances, regulations and codes of the Federal, State and City government having jurisdiction.

NOTE: THE BIDDER SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO HIS PROPOSAL, AS SUCH ADDITIONS MAY CAUSE THE PROPOSAL TO BE DECLARED INFORMAL AND AS NOT BEING RESPONSIVE TO THE ADVERTISEMENT FOR BIDS.

TIME OF COMPLETION

It is understood and agreed that TIME IS OF THE ESSENCE IN THIS CONTRACT, and the Contractor agrees to begin actual work covered by this Contract after notification by the Commissioner to commence work and to prosecute the same with all due diligence so as to complete the entire work under the Contract **within the time frames below:**

Contractor must make all the required submissions to the DWM regarding the Earth Retention (ERS) review for excavation deeper than 12 feet **within 21 calendar days** from the date the City issues the Notice to Proceed.

The Contractor must complete all work **within 330 calendar days** from the date the City issues the Notice to Proceed.

It is understood that "Completion" shall mean completion to the point of acceptance by the Commissioner, i.e. substantial completion/beneficial occupancy.

The Contractor may prosecute the work through two shifts each day if he deems such action necessary in order to complete the work within the specified time period. However, no work will be permitted between the hours of 9:00 p.m. and 8:00 a.m. Any variation from these restricted working hours to include extended shift hours and daytime work, if any, can only be permitted with the written approval of the Commissioner.

In the event that progress falls behind the approved schedule, work shall proceed on a twenty-four (24) hour per day basis without additional compensation, if so ordered by the Commissioner, to comply with the requirements of this Section.

WINTER SEASONAL SUSPENSION OF RESTORATION WORK

Proposal Pages

The Commissioner has authority to suspend certain restoration aspects of the Work wholly, or in part, for such period of time as the Commissioner may deem necessary due to winter seasonal conditions or restrictions directly or indirectly related to the restoration Work. The following Work is subject to such winter seasonal conditions or restrictions: all Hot Mix Asphalt paving, ADA ramp installation, pavement markings, and landscaping. No other Work shall be considered subject to suspension due to winter seasonal conditions generally, but other such aspects of the Work remain subject to Suspension under XI.H SCHEDULE of Book 1.

All restoration Work suspended for winter seasonal conditions or restrictions shall be completed at a later date agreed to by the Commissioner and the Contractor in writing.

All sites will be secured and protected to the satisfaction of the Commissioner. No additional compensation will be paid to you because of any costs caused by the suspension of restoration Work, including securing and protecting the site.

PUNCH LIST TIME OF COMPLETION

It is also understood and agreed that TIME IS OF THE ESSENCE IN CLOSING OUT THE JOB SITE WORK OF THIS CONTRACT, and the Contractor agrees to begin work immediately after receipt of formal comprehensive list of minor miscellaneous or finishing work also known as “Punch List” work.

Further, upon physical completion of the Work and final inspection of same, a final “Punch List” will be transmitted to the Contractor from the Commissioner. This final “Punch List” will consist of not only physical work items requiring corrective action, but will also include all applicable Contractor submittals as may be required by the Contract. It is understood and agreed that **all** final “Punch List” work will be prosecuted expeditiously and completed, in total, within thirty **(30) calendar days** of the date of the transmittal to the Contractor. Failure to complete **all** final “Punch List” items within the thirty (30) calendar day time limit shall be construed as failure to prosecute work of the contract and, as such, will subject the Contractor to the assessment of project liquidated damages in the amount(s) specified under the “Liquidated Damages” section of this proposal. These damages will be assessed continuously from the time of the expiration of the thirty (30) calendar day time limit until such time as **all** final “Punch List” items are completed to the satisfaction of the Commissioner.

Proposal Pages

LIQUIDATED DAMAGES

Failure of the Contractor to complete the Work under this Contract within the specified completion time will result in the incurrence by the City of additional construction and engineering costs, including but not limited to supervision and inspection, together with other tangible and intangible losses. Therefore, if any work shall remain uncompleted after the time specified for the completion of the work or after any authorized extension of such stipulated time, the Contractor shall pay to the City the sum listed below for each and every day that such work remains uncompleted, and such moneys shall be paid as liquidated damages, not a penalty, to partially cover costs and losses by the City.

Submission of ERS: **\$ 1000 per calendar day**

Completion of all Work: **\$ 3000 per calendar day**

Completion of "Punch List" Work: **\$ 2000 per calendar day**

The City shall recover said liquidated damages by deducting the amount thereof out of any moneys due or that may become due, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due.

Nothing herein contained shall be construed as limiting the right of the City to recover from the Contractor any and all amounts due or to become due, and any and all costs and expenses sustained by the City for improper performance hereunder, repudiation of the Contract by the Contractor, failure to perform or breach or breaches in any other respect, including but not limited to defective workmanship or materials.

The date for commencement of work will not be counted as a calendar day but each subsequent day thereafter from midnight to midnight will be counted as one calendar day and the last day counted will be the day on which the Contractor shall have completed and the Commissioner shall have accepted the entire work under this Contract.

TRAFFIC CONTROL DEFICIENCIES

It is understood that traffic control is of the utmost importance to safety and general well-being of the public. Failure of the Contractor to maintain any and all items that are considered traffic control and for the general safety of the public under this Contract within 24 hours of the specified notification of deficiencies will result in the incurrence by the City of additional construction and engineering costs. Therefore, if any traffic control deficiencies are not corrected within 24 hours after the contractor has received notification of deficiencies, the Contractor shall pay to the City the sum listed below for each and every day that such deficiencies remain uncorrected, and such moneys shall be paid as liquidated damages, not a penalty, to partially cover costs and losses by the City.

Traffic Control Liquidated Damages:
\$1000 per calendar day until the correction of deficiency.

The City shall recover said liquidated damages by deducting the amount thereof out of any moneys due or that may become due, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due.

Proposal Pages

UNIT PRICES

Unit prices will be used to determine the amount to ADD TO or DEDUCT FROM contract price for any properly authorized additional or omitted work. Unit prices shall be inclusive of the cost of materials, work, layout, drafting, balancing and testing, tools and sundries, overhead and profit, supervision and any and all other costs of whatsoever nature in connection therewith for work in place and accepted or omitted as the case may be. The calculation for determining the number of units of work shall be actual surface, volume, length, hours and number of individual items listed for the class of work complete in place and accepted or omitted. No allowance for waste, loss, breakage, damage or difficulties shall be made.

Unit Schedule of Prices for all applicable materials related to the Work under this Contract shall be inserted in the spaces provided, in this proposal.

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the Line Items, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error. The Bidder must bid all line items set forth on the Proposal Pages, except to the extent that the Specifications expressly allows otherwise. In the event that a comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error or other discrepancy, the Unit Price will prevail.

Schedule of Prices

SCHEDULE OF PRICES

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
1	ENGINEER'S FIELD OFFICE	CAL MO	11			
2	MOBILIZATION	LSUM	1			
3	PROJECT SIGNS	EACH	8			
4	TRAFFIC CONTROL AND PROTECTION	CAL DAY	330			
5	CHANGEABLE MESSAGE SIGN	CAL DAY	330			
6	MAINTAIN EXISTING LIGHTING SYSTEM	LSUM	1			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
7	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	3,652			
8	PAVEMENT MARKING REMOVAL	SQ FT	1,450			
9	TEMPORARY CONCRETE BARRIER	FOOT	1,580			
10	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	294			
11	IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE), TEST LEVEL 2	EACH	2			
12	IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE), TEST LEVEL 2	EACH	2			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
13	SEWER, 18", DUCTILE IRON PIPE, CLASS 52, IN OPEN CUT	LF	12			
14	SEWER, 24", REINFORCED CONCRETE PIPE, CLASS III, IN OPEN CUT	LF	2,743			
15	SEWER, 30", REINFORCED CONCRETE PIPE, CLASS III, IN OPEN CUT	LF	666			
16	SEWER, 36", REINFORCED CONCRETE PIPE, CLASS III, IN OPEN CUT	LF	1,333			
17	SEWER, 42", REINFORCED CONCRETE PIPE, CLASS III, IN OPEN CUT	LF	1,300			
18	SEWER, 48", REINFORCED CONCRETE PIPE, CLASS III, IN OPEN CUT	LF	664			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
19	SEWER, 54", REINFORCED CONCRETE PIPE, CLASS III, IN OPEN CUT	LF	657			
20	SEWER, 42", REINFORCED CONCRETE PIPE, CLASS IV, IN OPEN CUT	LF	16			
21	SEWER, 29"X45", REINFORCED CONCRETE ELIPTICAL PIPE, CLASS III, IN OPEN CUT	LF	8			
22	SEWER, TRANSITION 36-INCH ROUND TO 29"X45" ELLIPTICAL, REINFORCED CONCRETE PIPE, CLASS III, IN OPEN CUT	LF	8			
23	DRAIN CONNECTION, 6", VITRIFIED CLAY PIPE	LF	538			
24	DRAIN CONNECTION, 8", VITRIFIED CLAY PIPE	LF	486			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
25	DRAIN CONNECTION, 10", VITRIFIED CLAY PIPE	LF	77			
26	DRAIN CONNECTION, 12", VITRIFIED CLAY PIPE	LF	18			
27	DRAIN CONNECTION, 15", VITRIFIED CLAY PIPE	LF	65			
28	DRAIN CONNECTION, 18", VITRIFIED CLAY PIPE	LF	207			
29	DRAIN CONNECTION, 24", REINFORCED CONCRETE PIPE	LF	31			
30	DRAIN CONNECTION, 42", REINFORCED CONCRETE PIPE	LF	11			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
31	DRAIN CONNECTION, 6", DUCTILE IRON PIPE	LF	547			
32	DRAIN CONNECTION, 8", DUCTILE IRON PIPE	LF	213			
33	DRAIN CONNECTION, 18", DUCTILE IRON PIPE	LF	12			
34	MANHOLES, TYPE A, 3' DIAMETER	EACH	4			
35	MANHOLES, TYPE B, 4' DIAMETER	EACH	3			
36	MANHOLES, TYPE B, 3' DIAMETER	EACH	18			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
37	MANHOLES, MODIFIED TYPE B, 4'- DIAMETER	EACH	1			
38	MANHOLES, TYPE C SINGLE DROP	EACH	2			
39	MANHOLES, TYPE C DOUBLE DROP	EACH	1			
40	78" X 42" TEE WITH RISER, 58TH AND MOBILE	EACH	1			
41	TUMBLING BASIN, 48-INCH DIAMETER	EACH	1			
42	TUMBLING BASIN, 60-INCH DIAMETER	EACH	1			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
43	EXISTING STRUCTURE MODIFICATION AT 57TH AND NATOMA	EACH	1			
44	PARTIAL REMOVAL OF UNDERGROUND STRUCTURES	CU YD	7			
45	CONCRETE COLLAR	CU YD	19			
46	REINFORCEMENT BARS, EPOXY COATED	POUND	2,275			
47	DRILL AND GROUT DOWEL AND TIE BARS	EACH	7,156			
48	CATCH BASINS	EACH	27			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
49	STANDARD INLETS	EACH	2			
50	CHICAGO STANDARD FRAME	EACH	114			
51	CHICAGO STANDARD LID	EACH	114			
52	SOIL BORING	EACH	6			
53	WASTE CHARACTERIZATION ANALYSIS	EACH	38			
54	TRENCH BACKFILL	CU YD	23,089			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
55	EARTH EXCAVATION	CU YD	432			
56	SPECIAL SOILS WASTE REMOVAL AND DISPOSAL	CU YD	50			
57	STABILIZATION STONE	TON	529			
58	TEMPORARY STONE	TON	50			
59	TEMPORARY COLD PATCH	TON	50			
60	PORTLAND CEMENT CONCRETE BASE COURSE, VARIABLE THICKNESS	CU YD	2,181			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
61	PORTLAND CEMENT CONCRETE BASE COURSE (HIGH EARLY STRENGTH), VARIABLE THICKNESS	CU YD	213			
62	BITUMINOUS PAVEMENT SURFACE REMOVAL, 2" AND LESS	SQ YD	19,788			
63	CONCRETE PAVEMENT SURFACE REMOVAL, 2" AND LESS	SQ YD	8,147			
64	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	693			
65	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	9,077			
66	PAVEMENT REMOVAL	SQ YD	2,384			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
67	DRIVEWAY AND ALLEY PAVEMENT REMOVAL	SQ YD	116			
68	CURB REMOVAL	LF	74			
69	COMBINATION CURB AND GUTTER REMOVAL	LF	1,742			
70	SIDEWALK AND ADA RAMP REMOVAL	SQ FT	12,879			
71	COMBINATION CURB AND GUTTER, TYPE B- V.12	LF	1,742			
72	CONCRETE CURB, TYPE B	LF	74			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
73	PORTLAND CEMENT CONCRETE SIDEWALK - 5-INCH	SQ FT	3,229			
74	PORTLAND CEMENT CONCRETE ADA RAMP - 5-INCH	SQ FT	9,217			
75	PORTLAND CEMENT CONCRETE DRIVEWAY AND ALLEY PAVEMENT	SQ YD	116			
76	PROTECTIVE CONCRETE COAT	SQ YD	116			
77	DETECTABLE ADA WARNING TILES, LINEAR (CAST IRON)	SQ FT	1,284			
78	HOT-MIX ASPHALT SURFACE COURSE, IL- 9.5L, MIX "C", N30 (CDOT)	TON	2,736			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
79	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	428			
80	LEVELING BINDER (MACHINE METHOD), N30	TON	275			
81	LEVELING BINDER (MACHINE METHOD), N70	TON	43			
82	HOT-MIX ASPHALT BINDER COURSE, IL-19.0L, N30	TON	108			
83	BITUMINOUS MATERIALS (TACK COAT)	POUND	383			
84	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	171			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
85	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	4,037			
86	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1,662			
87	THERMOPLASTIC PAVEMENT MARKING, LETTERS AND SYMBOLS	SQ FT	113			
88	SODDING, SALT TOLERANT	SQ YD	556			
89	TOPSOIL FURNISH AND PLACE, 3"	SQ YD	556			
90	MANHOLES TO BE ADJUSTED	EACH	2			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
91	CATCH BASINS TO BE ADJUSTED	EACH	51			
92	VALVE VAULTS TO BE ADJUSTED	EACH	5			
93	BUFFALO BOXES TO BE ADJUSTED	EACH	2			
94	MANHOLES TO BE CLEANED	EACH	2			
95	CATCH BASINS TO BE CLEANED	EACH	51			
96	VALVE VAULTS TO BE CLEANED	EACH	5			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
97	FILLING CATCH BASINS	EACH	4			
98	TEMPORARY WATER MAIN SUPPORT STRUCTURE - TYPE III	EACH	2			
99	TEMPORARY WATER MAIN SUPPORT STRUCTURE - TYPE II	EACH	2			
100	WATER MAIN INSTALLED IN OPEN CUT - 8- INCH	LF	150			
101	WATER MAIN INSTALLED IN OPEN CUT - 12- INCH	LF	30			
102	CUT, CAP, AND REPLACE EXISTING WATER MAIN FOR UTILITY INSTALLATION - 8-INCH	EACH	15			

Schedule of Prices

SCHEDULE OF PRICES DWM SEWER IMPROVEMENT PROJECT DWM PROJECT No: 7500 & 7445						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE (APPROX. QTY. x UNIT PRICE)
				UNIT IN FIGURES	WRITTEN IN WORDS	
103	CUT, CAP, AND REPLACE EXISTING WATER MAIN FOR UTILITY INSTALLATION - 12-INCH	EACH	3			
104	8-INCH SIDE CONNECTION TO 16-INCH AND SMALLER WATER MAIN	EACH	1			
105	VALVE INSTALLATION - 8-INCH	EACH	1			
106	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	CU YD	20			
		TOTAL BASE BID			DOL	
					CTS.	

SECTION TWO

Requirements for Bidding and Instructions for Bidders

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS

Contract for Work

Proposals are received by the Chief Procurement Officer of the City of Chicago in accordance with Contract Documents as set forth herein.

1. Examination by Bidder

The bidder shall, before submitting its bid, carefully examine the proposal, plans, specifications, contract documents and bonds. The bidder shall inspect in detail the site of the proposed work and familiarize itself with all of the local conditions affecting the contract and the detailed requirements of construction. If at any time prior to the bid opening, the Bidder discovers any errors, discrepancies or omissions in the Contract Documents, or any discrepancy between the Contract Documents and the physical conditions at the site or in any subsequent drawings that may be provided thereafter, the Bidder must notify the Chief Procurement Officer immediately, in writing, for an interpretation through an Addendum. The Chief Procurement Officer reserves the right to establish a date by which any written request must be submitted before bid opening. No response will be given for inquiries beyond that date. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. The City will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The City assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

2. Bid Deposit

Bid deposit shall be required for all competitive sealed bidding for contracts when required in the legal advertisement. The bid deposit must be a bond, or the equivalent in cashier's check, money order or certified check. Any bond must be executed by a surety authorized to do business in the State of Illinois. And, it must be in the form provided by the Chief Procurement Officer, an example of which is bound herein. All certified checks must be drawn on a bank doing business in the United States, and shall be made payable to the order of the City of Chicago. CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.

Bid deposits shall be in the amount shown in the advertisement or as may be prescribed herein, but not in excess of 10% of the bid. Should the amount of the bid deposit shown in the advertisement prove to be more than 10% of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to 10% of his bid. When the legal advertisement requires a deposit, noncompliance requires rejection of the bid. Compliance with the provisions

Requirements for Bidding and Instructions for Bidders

herewith shall be determined in all cases by the Chief Procurement Officer and his determination shall be final.

After bids are opened, deposits shall be irrevocable for the period specified herein. If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or the bid deposit.

3. Preparation of Proposal

The bidder shall prepare its proposal on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

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

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

If bidder is a sole proprietorship, the sole proprietorship must execute the bid. A "Partnership", "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805ILCS 405 (1992).

4. Submission of Proposals

All prospective bidders shall submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose by the DEPARTMENT OF PROCUREMENT SERVICES, Room 301, City Hall. If proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder shall carry the following information on the face of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the DEPARTMENT OF PROCUREMENT SERVICES, the bidders shall be responsible for their delivery to the Chief Procurement Officer before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be accepted.

Proposals must be submitted with original signatures in the space provided on the appropriate Proposal Execution Page. Proposals not properly signed shall be rejected.

5. Withdrawal of Proposals

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, due to the length of time that may be required for IEPA approval of any contract resulting from this solicitation, the bidder shall not withdraw or cancel or modify its proposal for a period of 180 calendar days

Requirements for Bidding and Instructions for Bidders

after said advertised closing time for the receipt of proposals nor shall the successful bidder withdraw or cancel or modify his proposal after having been notified by the Chief Procurement Officer that said proposal has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its proposal prior to the stated period for acceptance of proposal.

6. Competency of Bidder

The Chief Procurement Officer reserves the right to refuse to award a Contract to any person, firm or corporation that is in arrears or is in default to the City of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

The bidder, if requested, must present within a reasonable time, as determined by the Chief Procurement Officer, evidence satisfactory to the Chief Procurement Officer of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

7. [Intentionally Omitted]

8. Consideration of Proposals

The Chief Procurement Officer represents and acts for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action. The proposal is contained in these contract documents and **MUST NOT BE DETACHED HERE FROM** by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

9. Balanced Bids

Bidder's pricing for each line item should carry its share of the cost of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the Chief Procurement Officer considers in his sole opinion to be materially unbalanced will be rejected.

10. Acceptance of Proposals

The Chief Procurement Officer will accept in writing one of the proposals or reject all proposals within 180 calendar days where approval by IEPA is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

11. Performance Bond

When required by the Chief Procurement Officer the successful bidder or bidders shall, within seven (7) calendar days of receipt of notice from the City, furnish a performance bond in the full amount of the contract on Form P.W.O. 62, a specimen of which is bound herein.

Receipt of written notice from the City to furnish a bond constitutes tentative notice of pending award and proposal acceptance. Release of the contract shall be withheld pending receipt and approval of a satisfactory bond.

Requirements for Bidding and Instructions for Bidders

Attention is called to the provisions of 30 ILCS 550/1, et. seq. and to the provisions of Section 2-92-030 of the Municipal Code of Chicago.

12. Failure to Furnish Bond

In the event that the bidder fails to furnish the performance bond in said period of seven (7) calendar days, then the bid deposit of the bidder shall be retained by the City as liquidated damages and not as a penalty.

13. Interpretation of Contract Documents

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, a written request for an interpretation thereof may be submitted to the Chief Procurement Officer. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Chief Procurement Officer. A copy of such addendum will be mailed, faxed, electronically mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued in space provided on proposal page. Oral explanations will not be binding.

14. Catalogs

Each bidder must submit, where necessary, or when requested by the Chief Procurement Officer, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work he proposes to furnish.

15. Substitution

The Bidder must, if awarded the Contract, provide the items specified in the Contract Documents when those items are specified by manufacturer's trade name in Book-Three, unless equivalent alternatives have been proposed as described below. Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory. The Bidder may bid another product(s) provided that the alternative product is on a separate sheet of paper designated as such and is supported by the type of information listed in Section VII.D, Substitution of Materials, of the Terms and Conditions for Construction, in order to facilitate the Chief Procurement Officer's evaluation of such product. The Chief Procurement Officer may, in his sole discretion, accept an alternate bid for a specified item, provided the alternate item so bid is, in the Chief Procurement Officer's sole opinion, the equivalent of the item specified in the Contract Documents. An alternate that is not equivalent to the specified item may render the bid non-responsive. Unless the alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the Contract Documents. No substitution of specified items will be allowed thereafter except as provided in Section VII.D.2., of the Terms and Conditions for Construction.

16. Return of Bid Deposit

Requirements for Bidding and Instructions for Bidders

The bid deposit of all except the two lowest bidders on each contract will be returned shortly after the bid opening. The Chief Procurement Officer reserves the right to hold all bid deposits, if the intent is to award multiple contracts for a requirement and/or if the two lowest responsible bidders cannot be readily determined based on price until all proposals have been evaluated.

The remaining bid deposits on each contract will be returned with the exception of the accepted bidder, after the Chief Procurement Officer has awarded the contract. The bid deposit of the accepted bidder will be returned after the contract has been awarded and a satisfactory performance bond has been approved, where such bond is required.

17. Taxes

With few exceptions, Federal Excise Tax does not apply to materials purchased by the City of Chicago. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax also do not apply to materials or services purchased by the City of Chicago. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal Laws and Regulations.

18. Contractor's Financial Statement

Each bidder must either (1) submit with the bid a current and valid Illinois Department of Transportation (IDOT) 'Certificate of Eligibility' issued by IDOT as a result of filing an application with IDOT for PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION showing prequalification in the required work categories, or (2) if the bidder has not been issued an applicable IDOT 'Certificate of Eligibility,' bidder must have on file in the office of the Chief Procurement Officer prior to bid opening a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION dated not earlier than the end of the Contractor's last fiscal year period. This Statement shall be kept on file by the Chief Procurement Officer as a representative statement for a period of one year only. Forms are available at the office of the Bid and Bond Section, DEPARTMENT OF PROCUREMENT SERVICES, Room 103 City Hall, 121 North LaSalle Street, Chicago, Illinois, 60602, 312-744-9773 or may be obtained online:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/forms_and_standardagreements.html

Failure to submit an IDOT 'Certificate of Eligibility' or alternatively to have a current financial statement on file in the DEPARTMENT OF PROCUREMENT SERVICES at time of bid opening may be cause for the rejection of Contractor's Proposal.

19. Notices

All communications and notices to the City herein provided for shall be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using department by name and address listed on the cover hereof, and to the Chief

Requirements for Bidding and Instructions for Bidders

Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602. All communications and notices to the bidder, unless otherwise provided for, shall be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the proposal hereof.

20. Acknowledgment of Receipt of Addenda

The bidder must acknowledge the receipt of all formally issued addenda in the space provided on the signature pages of the Proposal.

21. Economic Disclosure Statement and Affidavit (EDS)

The Contractor is required to complete an online Economic Disclosure Statement and Affidavit, (EDS), including the Disclosure of Retained Parties as required by Executive Order 97-1 prior to the bid due date. Refusal to execute such disclosure will result in the CPO declaring the bidder non-responsible and the City retaining the bid deposit. Moreover, if a bidder is deemed- non responsible under this provision, the bidder's status as a non-responsible bidder may apply to the bidders subsequent bids. See the attached instructions for completing the on-line EDS: The web link for the on-line EDS is:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html.

The Contractor or each joint venture partner shall be required to submit with their bid, proposal or response, a fully executed Economic Disclosure Statement and Affidavit, which includes a Disclosure for Retained Parties, on the form attached herein, signed by an authorized officer of the company before a notary which includes a certification that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors have not been engaged in or been convicted of bidrigging or bid-rotating activities as defined in the Economic Disclosure Statement and Affidavit. The certification is required in accordance with the Illinois Criminal Code.

22. Minority-owned Business Enterprise Commitment, Women-owned Business Enterprise, and Veteran-owned Business Commitment

The attention of bidders is directed to the Special Conditions Regarding Minority-owned Business Enterprise, Women-owned Business Enterprise, and Veteran-owned Business Enterprise Commitment and the Proposal Schedules that precede the Proposal form. If awarded the Contract, the bidder agrees to expend at least the percentage of the contract price indicated on bidder's Proposal Schedules for participation by bona fide Minority-owned Business Enterprises, Women-owned Business Enterprises, and Veteran-owned Business Enterprises. Appropriate Schedules must be completed and executed by the bidder in submitting a proposal. Refer to Book 1.

23. Protests

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall, 121 North LaSalle Street, Room 806, Chicago, Illinois 60602. A pre-bid protest must be filed no later than the five (5) working days before the bid opening date, a pre-award protest must be filed no later than 10 working days after the bid opening date, and a post-award protest must be filed no later than 10 working days after the award of the contract.

Requirements for Bidding and Instructions for Bidders

All protests or claims must set forth the name and address of the protester, the specification number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Chief Procurement Officer take.

Copies of the Bid Protest Procedures are available at the Bid and Bond Room.

24. Multi-Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects as described in the PLA, which is hereby incorporated by reference. A copy of the PLA, with appendices, may be found on the City's website at https://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/multi-project_laboragreementplaandplassignatoryunions.html.

Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any work under this agreement, and shall comply in all respects with the PLA

25. Prevailing Wage Rates

When engaged in construction of a "public work," within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), the Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly wages plus fringe benefits) in the county where the work is performed.

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: www.state.il.us/agency/idol/rates/rates.HTM. All Contractors and Subcontractors rendering services under a Contract for the construction of a public work must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

26. Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, business enterprises owned by disadvantaged individuals will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Requirements for Bidding and Instructions for Bidders

27. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

In accordance with Section 2-92-612, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the “Sexual Harassment Policy Affidavit” included in Book 2) that Bidder has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Bidder shall include its “Sexual Harassment Policy Affidavit” with its bid submission.

28. Policy Regarding Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

In accordance with Section 2-92-385 of the Municipal Code of Chicago, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in Appendix C to Bidder’s Economic Disclosure Statement) that Bidder has a written policy (i) against screening job applicants based on their wage or salary history and (ii) seeking an applicant’s wage or salary history.

Licensing of General Contractors

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4-36-010 Definitions.

As used in this chapter:

“Act related to general contracting” means: (1) any activity requiring a license under this chapter; or (2) any conduct regulated by this chapter; or (3) any activity requiring a building permit issued under Chapter [14A-4](#) of this Code or a sign permit under Article XIII of Chapter [13-20](#) of this Code; or (4) any duty or other requirement imposed by this chapter; or (5) any inspection of a building or premises or performance of other legal or work-related duty by a city inspector, city personnel or other government official in connection with: (i) the issuance of a general contractor license under this chapter, or (ii) the issuance of a building permit under Chapter [14A-4](#) of this Code, or (iii) for the purpose of enforcing the requirements of the building code, zoning code or any other law regulating building construction or the health or safety of construction site workers, of the current or eventual users or occupants of a building or premises or of the general public.

“Building code” has the meaning ascribed to the term in Section [1-4-090](#).

Licensing of General Contractors

“City” means the City of Chicago.

“City personnel” means any person employed by the City of Chicago.

“City inspector” means any person authorized by the City of Chicago to conduct an inspection.

“Department” means the department of buildings.

“Commissioner” means the commissioner of buildings.

“Controlling person” means any person who: (1) is an officer, director, partner, general partner, limited partner, manager, managing member or member of any entity seeking or holding a license under this chapter; or (2) owns, directly or indirectly through one or more intermediate ownership entities, 25 percent or more of the interest in the licensee or applicant, as applicable.

“General contractor” means any person who, as an investment or for compensation or with the intent to sell or to lease, (i) arranges or submits a bid or offers to undertake or purports to have the capacity to undertake or undertakes, through himself or through others, to erect, construct, alter, repair, move, install, replace, convert, remodel, rehabilitate, modernize, improve or make additions to any building as defined in Chapter [14B-2](#) or to any appurtenance thereto attached to real estate and located on the same lot as the building, including, but not limited to, driveways, swimming pools, porches, decks, garages, fences, fallout shelters and other accessory objects or uses; and (ii) retains for himself control over the means, method and manner of accomplishing the desired result; and (iii) whose business operations, in whole or in part, require the hiring or supervision of one or more persons from any building trade or craft, including, but not limited to, plumbing, masonry, electrical, heating, air-conditioning or carpentry. The term includes nonresident general contractors who do business within the city and developers of conversion condominiums as defined in the Condominium Property Act, as amended.

“Knowingly”, with respect to a material fact, means (i) having actual knowledge of the material fact; or (ii) being aware of facts or information that would cause a reasonable person to have actual knowledge of the material fact; or (iii) acting in deliberate ignorance or reckless disregard of the truth or falsity of the material fact.

“Licensee” means any person licensed or required to be licensed under this chapter.

“Nonresident general contractor” means any general contractor who is not domiciled in the city and has not maintained a permanent place of business or residence in the city for at least six months.

“Zoning code” has the meaning ascribed to the term in Section [1-4-150](#).

4-36-020 License – Required.

(A) No person shall own, operate, conduct, manage, engage in, maintain or carry on the business of general contractor without first having obtained a general contractor license. The general contractor license shall be in addition to any other license required by law, including, but not limited to, the excavators license issued pursuant to Chapter [4-196](#) of this Code, if applicable.

(B) The following persons are not general contractors within the meaning of this section:

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(1) Any subcontractor, employee or agent working for or under the supervision of a general contractor licensed or required to be licensed under this chapter and acting within the scope of his contract, employment or agency;

(2) Any person who merely furnishes materials or supplies for use at a construction site without fabricating them into, or consuming them in the performance of, the work of a general contractor;

(3) Any person licensed by the City of Chicago as a mason contractor, plumbing contractor or electrical contractor and acting within the scope of his license;

(4) Any licensed architect or engineer acting within the scope of his license;

(5) Any person who does general contracting work on property that constitutes his primary residence, if the primary residence is (i) a single-family residential building or (ii) a multiple-family residential building that does not exceed three stories above grade plane in height and contains six or fewer dwelling units as defined in Section [14B-2](#) of this Code. This exception is limited to one such property during a calendar year;

(6) Any person who hires a general contractor licensed under this chapter to do general contracting work on the person's property;

(7) Any property owner, or employee or agent thereof, who does minor nonstructural repairs on the owner's property; and

(8) A governmental entity for work upon premises owned by the governmental entity and performed by employees of the governmental entity.

4-36-030 License classifications.

General contractor licenses shall be divided into the classifications which follow. The holders of such licenses shall be entitled to engage in the business of general contractor within the city subject to the following limitations:

Class A license: The holder of a Class A license is subject to no limitation as to the value of any single contract project.

Class B license: The holder of a Class B license is not entitled to engage in the construction of any single contract project of a value in excess of \$10,000,000.00.

Class C license: The holder of a Class C license is not entitled to engage in the construction of any single contract project of a value in excess of \$5,000,000.00.

Class D license: The holder of a Class D license is not entitled to engage in the construction of any single contract project of a value in excess of \$2,000,000.00.

Class E license: The holder of a Class E license is not entitled to engage in the construction of any single contract project of a value in excess of \$500,000.00.

4-36-040 License – Posting – Nontransferability.

Each license issued pursuant to this chapter shall be posted in a conspicuous place near the entrance of the licensee's chief place of business. A photocopy of the license shall be posted in a

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conspicuous place at each construction site maintained by the licensee. No transfer of ownership shall be allowed on any license issued under this chapter.

4-36-050 License – Application.

An application for a license under this chapter shall be made in writing to the commissioner on a form provided by the department of buildings, and shall be accompanied by the following:

(A) If the applicant is an individual:

(1) The applicant's full name, residence address, business address, business e-mail address and business telephone number;

(2) Proof that the applicant is at least 18 years of age;

(B) If the applicant is a corporation:

(1) The corporate name, address, e-mail address and telephone number of the applicant's principal office or place of business;

(2) The date and state of incorporation;

(3) The full name, title, residence address, e-mail address and residence telephone number of all controlling persons;

(4) Proof that all corporate officers and controlling persons are at least 18 years of age;

(5) Proof that the corporation is in good standing under the laws of the State of Illinois;

(C) If the applicant is a partnership or limited liability company:

(1) The name, address, e-mail address and telephone number of the applicant's principal office or place of business;

(2) The full name, title, residence address, e-mail address and residence telephone number of all partners, if a general partnership; of all general and limited partners, if a limited partnership; of all managers, managing members and members, if a limited liability company; and of all controlling persons;

(3) Proof that all partners, managers, managing members, members and controlling persons are at least 18 years of age;

(D) The class of license for which application is being made;

(E) The license fee;

(F) A description of the work and services the applicant will provide;

(G) A statement verified by affidavit as to whether the applicant and each controlling person is financially solvent;

(H) The name and address of the principal location from which the applicant has engaged in the business of general contracting at any time within the last five years;

(I) If the applicant is not a sole proprietor, proof that the applicant is authorized to do business in the State of Illinois;

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(J) Proof of insurance as required by Section [4-36-090](#);

(K) The date of birth, and social security number or other acceptable identifier, of each natural person named in the license application;

(L) A statement as to whether the applicant or any controlling person has ever been convicted, in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony or criminal offense of whatever degree involving bribery, and if so, the details surrounding each such conviction;

(M) A statement as to whether the applicant or any controlling person is currently under indictment or has been charged under any State or Federal law with the crime of bribery; and

(N) Any other information that the commissioner may require.

It is a condition of the license that all information in the application be kept current. Any change in required information shall be reported to the department of buildings within 14 business days after such change has occurred.

For purposes of this section, a post office box shall not suffice as an address.

4-36-060 License issuance and renewal prohibited when.

No general contractor license shall be issued to the following persons:

(A) Any person whose license under this chapter has been revoked for cause at any time within the last four years;

(B) Any person whose permit privileges have been suspended pursuant to Section [4-36-130](#) until such time that the suspension is lifted by the department of buildings;

(C) Any person who is under the age of 18;

(D) Any person who has been convicted, in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony or criminal offense of whatever degree involving bribery, unless, upon request of such person, the commissioner determines that such person has been substantially rehabilitated to warrant the public trust. The burden of proof of substantial rehabilitation shall be on the person seeking such rehabilitation; and

(E) Any person who is currently under indictment or has been charged under any State or Federal law with the crime of bribery.

The above prohibitions and requirements shall apply to the licensee and to all controlling persons.

Eligibility for issuance of a license under this chapter shall be a continuing requirement for maintaining a license under this chapter. Failure to maintain such eligibility may result in license suspension or revocation in accordance with the requirements of Section [4-4-280](#) of this Code.

4-36-070 License – Fee – Termination.

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The license fee set forth in Section [4-5-010](#) of this Code shall be payable annually. The general contractor license shall expire on the date indicated on the face of the license.

4-36-080 License number to be printed where.

The licensee shall print his general contractor license number legibly on the front page of every estimate, contract and subcontract, and in any advertisement placed by or on behalf of a general contractor. The general contractor license number, and the class of general contractor license obtained, shall appear on every application for a building permit. The licensee shall affix his name and general contractor license number on all vehicles used in the course of his business.

4-36-090 Proof of insurance – Required.

Prior to the issuance of a general contractor license, each applicant shall furnish proof of insurance, issued by an insurer authorized to insure in Illinois with a credit rating of B+ or higher by A.M. Best Company, evidencing commercial general liability insurance, as follows:

(A) If the applicant is applying for a Class A license: limits of not less than \$5,000,000.00 per occurrence (primary or umbrella) for bodily injury, personal injury, property damage and completed operations arising in any way from the issuance of the license or activities conducted pursuant to the license;

(B) If the applicant is applying for a Class B license: limits of not less than \$3,000,000.00 per occurrence (primary or umbrella) for bodily injury, personal injury, property damage and completed operations arising in any way from the issuance of the license or activities conducted pursuant to the license;

(C) If the applicant is applying for a Class C license: limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, for bodily injury, personal injury, property damage and completed operations arising in any way from the issuance of the license or activities conducted pursuant to the license;

(D) If the applicant is applying for a Class D license: limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, for bodily injury, personal injury, property damage and completed operations arising in any way from the issuance of the license or activities conducted pursuant to the license;

(E) If the applicant is applying for a Class E license: limits of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury, property damage and completed operations arising in any way from the issuance of the license or activities conducted pursuant to the license.

Each policy of insurance required under this section shall include a provision requiring 30 days' advance notice to the commissioner prior to cancellation or lapse of the policy. The licensee shall maintain the insurance required under this section in full force and effect for the duration of the license period. A single violation of this section shall result in suspension or revocation of the general contractor license in accordance with Section [4-4-280](#).

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Each policy of insurance required under this section shall name the City of Chicago as additional insured on a primary, noncontributory basis arising directly or indirectly from the licensee's operations.

4-36-100 Reserved.

4-36-110 Unlawful acts.

It shall be unlawful for any licensee or for any person requiring a license under this chapter to engage in any of the following conduct:

(A) Knowingly to allow any person to use the licensee's name or license identification on a building permit application unless the licensee will be performing the work attributed to the licensee in the permit application. Any person who violates this subsection shall be punished by a fine of \$1,000.00 for the first offense; \$1,500.00 and a 90-day license suspension for the second offense; and \$2,000.00 and license revocation for the third offense;

(B) To do work or to direct, permit, encourage, assist, aid, abet or cause others to do work without first having obtained any permit required by this Code, or in violation of Section [14A-4-401.1](#) of this Code, or in violation of Section [13-20-590](#) of this Code;

(C) To violate or to direct, permit, encourage, assist, aid, abet or cause others to violate any stop work order issued under this Code;

(D) To hire any subcontractor or to direct, permit, encourage, assist, aid, abet or cause others to hire any subcontractor who lacks a valid license to perform the work for which the subcontractor is hired;

(E) To submit any bid on general contracting work without a valid license issued under this chapter;

(F) To fail to allow the department of buildings or the department of business affairs and consumer protection to examine pursuant to Section [4-36-120](#)(B) the financial books and records of the business within three business days of the time a written request for such an examination is made by the commissioner of buildings or the department of business affairs and consumer protection;

(G) To fail to comply with the Workers' Compensation Act, as amended;

(H) To fail to maintain any insurance required by law, including but not limited to workers' compensation insurance and automobile liability insurance;

(I) To knowingly make or cause to be made a false statement of material fact on or in connection with a building permit application;

(J) To knowingly submit or cause to be submitted in support of a building permit application any document containing false or fraudulent information;

(K) To knowingly affix or cause to be affixed a false signature on a building permit application;

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(L) To bribe or attempt to bribe or cause others to bribe or attempt to bribe any building inspector, government official, city personnel or other person in connection with an act related to general contracting as defined in Section [4-36-010](#).

(M) To knowingly engage or cause others to engage in any conduct in connection with a building permit application in violation of the Illinois Architecture Practice Act, the Illinois Professional Land Surveyor Act, the Illinois Professional Engineering Practice Act or the Illinois Structural Engineering Act, as amended.

(N) To do work or to direct, permit, encourage, assist, aid, abet or cause others to do work in violation of the zoning code or in a manner that fails to conform to the minimum standards of health or safety set forth in this Code or in any other applicable law or that otherwise endangers the health or safety of construction site workers, or the current or eventual users or occupants of a building or premises or the general public.

(O) To fail to comply with any requirement applicable to the contractor on a project as set forth in Article XIV of Chapter [11-4](#) of this Code.

The prohibitions set forth in subsections (A) through (O) of this section shall apply to the licensee and to all controlling persons.

4-36-120 Duties.

A licensee under this chapter shall have the following duties:

(A) To maintain a list that includes information about all permits obtained and all contractors or subcontractors performing work on any project permitted or requiring a permit, under this Code, including the contractor's or subcontractor's name and address, and if applicable, their license number. If requested by the commissioner, the general contractor shall produce this list within 72 hours of the commissioner's request.

(B) To maintain sufficient and proper personnel, financial ability and facility to coordinate, develop, provide management expertise and complete in its entirety any proposed work for which a permit has been issued or is required to be issued under this Code. If the commissioner of buildings or the department of business affairs and consumer protection receives a complaint, or otherwise has reasonable cause to believe, that a licensee or any person requiring a license under this chapter is not financially solvent, the commissioner and the department of business affairs and consumer protection are authorized to examine that licensee's or person's financial books and records in order to determine whether the person's past and current financial solvency and expectations for financial solvency in the future give rise to a reasonable expectation that the person can successfully do business as a general contractor without jeopardizing the public health, safety or welfare, and can carry through to completion any project permitted or requiring a permit under this Code. Financial solvency is a continuing requirement for maintaining a license under this chapter. Any financial books and records submitted pursuant to this subsection, and all information contained therein, shall be deemed confidential, shall be used for purposes of enforcing this subsection only, and shall not be divulged to any person or agency, except to the United States Attorney, the Illinois Attorney General, the State's Attorney of Cook County or to the extent required by law. Any person who uses or divulges confidential information in violation of the requirements of this subsection shall be subject to incarceration for a term not to exceed six months or a fine not to exceed \$500.00 or both.

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(C) To assure compliance with the building code by its employees, agents and subcontractors in the performance of a project.

(D) To comply with all reasonable requests made by any authorized city official necessary or appropriate to implement the requirements of this chapter;

(E) To cooperate fully with any authorized city official in any inquiry, inspection or investigation necessary or appropriate to implement the requirements of this chapter;

(F) To keep a copy of proof of insurance, as required under Section [4-36-090](#), at the following locations: (1) the licensee's principal office or place of business, as identified in the license application; and (2) each construction site within the city managed or controlled by the licensee. Upon request, proof of insurance shall be made available for inspection by any city inspector or other authorized city official.

The duties set forth in this section shall apply to the licensee and to all controlling persons.

(G) If the licensee is engaged at a specific job site in the business of home repair, as defined in Section [4-6-280\(a\)](#), to comply with the requirements set forth in paragraphs (2) through (6), inclusive, of Section [4-6-280\(d\)](#) and in paragraphs (1) through (4), inclusive, of Section [4-6-280\(c\)](#).

4-36-130 Permit privileges – Suspension.

The Commissioner of Buildings may suspend the ability of any person licensed or required to be licensed under this chapter to submit new applications or complete pending applications for a building permit or other permit issued by the Department of Buildings for cause as set forth in Section [14A-3-304](#) of this Code.

4-36-140 License – Immediate suspension based upon a pattern of substantial code violations.

If the commissioner of buildings determines that a licensee is engaging in or has engaged in a pattern of substantial code violations, the commissioner may order the temporary suspension of any license issued pursuant to this chapter for a period not to exceed ten days. Notice of the temporary suspension and the grounds for that suspension shall be immediately sent or delivered to the licensee. The licensee shall have an opportunity for a hearing before the department of business affairs and consumer protection prior to the expiration of the ten day temporary suspension. If the department of business affairs and consumer protection determines by a preponderance of the evidence that a pattern of substantial code violations exists, nothing in this section shall prevent the department of business affairs and consumer protection from suspending the licensee's general contractor license for a longer period of time or from revoking the license in accordance with Section [4-4-280](#) of this Code.

For purposes of this subsection, the term “pattern of substantial code violations” means five or more violations of the building code which imperil the public health, safety or welfare, or two or more violations of any stop work order issued pursuant to this Code, or any combination thereof involving five or more violations of this Code, within any six-month period, at one or more construction sites within the city managed or controlled by the licensee.

Licensing of General Contractors

4-36-145 License suspension pending final adjudication of a bribery charge.

If the commissioner has knowledge that a licensee under this chapter or any controlling person has been indicted or charged with any offense set forth in item (L) of Section [4-36-110](#) or with a similar offense under any State or Federal law and the commissioner determines that continued operation of the licensed business or activity may pose a threat to the public health, safety or welfare or may threaten to impair public confidence in the licensed business or activity, the commissioner may suspend the general contractor license of such licensee, in accordance with the requirements of Section [4-4-280](#), until final adjudication is made with respect to such offense. The subject matter of any hearing conducted under Section [4-4-280](#) shall be limited to determining (1) whether the licensee or any controlling person has, in fact, been indicted or charged with any offense set forth in item (L) of Section [4-36-110](#) or with a similar offense under any State or Federal law; and (2) whether such offense is connected in any way with an act related to general contracting; and (3) whether continued operation of the licensed business or activity may pose a threat to the public health, safety or welfare or may threaten to impair public confidence in the licensed business or activity. The burden of proving that continued operation of the licensed business or activity does not pose a threat to the public health, safety or welfare and does not threaten to impair public confidence in the licensed business or activity shall be on the licensee.

4-36-150 License – Suspension or revocation.

Any violation of this chapter or of the building code or of any regulation promulgated thereunder may result in license suspension or revocation in accordance with Section [4-4-280](#) or Section [14A-3-305](#) of this Code.

4-36-160 License revocation – Four-year wait for new license.

No person whose license under this chapter is revoked for any cause shall be granted another general contractor license under the same or a different name for a period of four years after the date of revocation.

4-36-170 Regulations.

The commissioner of buildings shall have the authority to promulgate rules and regulations necessary to implement the requirements of this chapter.

4-36-180 Enforcement.

The commissioner of buildings shall (i) enforce the requirements of this chapter; (ii) investigate complaints regarding violations of this chapter; and (iii) maintain a roster of all licensees under this chapter and of all persons whose general contractor license has been suspended or revoked within the previous four years.

Licensing of General Contractors

4-36-190 Violation – Penalty.

Except as otherwise provided in this chapter, any person violating any of the requirements of this chapter shall be fined, as follows:

(A) If the person holds or requires a Class A license under this chapter: not less than \$1,000.00, nor more than \$5,000.00, for each offense;

(B) If the person holds or requires a Class B license under this chapter: not less than \$750.00, nor more than \$3,500.00, for each offense;

(C) If the person holds or requires a Class C license under this chapter: not less than \$500.00, nor more than \$2,500.00, for each offense;

(D) If the person holds or requires a Class D license under this chapter: not less than \$400.00, nor more than \$2,000.00, for each offense;

(E) If the person holds or requires a Class E license under this chapter: not less than \$250.00, nor more than \$1,000.00, for each offense.

Each day that a violation continues shall constitute a separate and distinct offense.

AFFIDAVIT OF UNCOMPLETED WORK

(Complete this form by either typing or using black ink.)

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
PROJECT							
CONTRACT WITH							
ESTIMATED COMPLETION DATE							
TOTAL CONTRACT PRICE							TOTAL
UNCOMPLETED DOLLAR VALUE							

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form.

In a joint venture, list only that portion of the work to be done by your company.

							TOTALS
EXCAVATING & GRADING							
PCC BASE, C&G PAVING							
BIT CONCRETE PAVING							
STABILIZED BASE (BAM, CAM, PAM)							
AGGREGATE BASE AND FILL							
FOUNDATION (CAISSON & PILE)							
HIGHWAY STRUCTURES							
SEWER & DRAIN STRUCTURES							
PAINTING							
PAVEMENT MARKING							
SIGNING							
LANDSCAPING							
DEMOLITION							
FENCING							

AFFIDAVIT OF UNCOMPLETED WORK

		1	2	3	4	5	Awards Pending
OTHERS (LIST)							
STRUCT. STEEL (BLDG. CONST.)							
ORNAMENTAL STEEL (BLDG. CONST.)							
MISCELLANEOUS CONCRETE							
FIREPROOFING							
MASONRY							
H.V.A.C.							
MECHANICAL							
ELECTRICAL							
PLUMBING							
ROOFING & SHEET METAL							
FLOORING & TILE WORK							
DRYWALL AND PLASTER WORK							
CEILING CONST.							
HOLLOW METAL AND HARDWARE							
GLAZING AND CAULKING							
MISCELLANEOUS ARCH. WORK							
OTHERS (LIST)							
TOTALS							

REMARKS: _____

AFFIDAVIT OF UNCOMPLETED WORK

PART III. WORK SUBCONTRACTED TO OTHERS. List below the work, according to each contract on the preceding page, which you have a subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE.

	1	2	3	4	5
SUBCONTRACTOR					
TYPE O F WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

AFFIDAVIT OF UNCOMPLETED WORK

	1	2	3	4	5
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

I, being duly sworn do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Subscribed and sworn to before me Signed _____
this _____ day of _____ 20____ Company _____
Address _____

My commission expires _____

State of _____

County of _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____
as President (or other authorized officer) and _____ as Secretary of _____
(Corporation Name).
(Seal)

Notary Public Signature
Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No.** 1201443 containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION:

(Print or Type)

SIGNATURE OF PRESIDENT*:
(Or Authorized Officer)

(Signature)

TITLE OF SIGNATORY:

(Print or Type)

BUSINESS ADDRESS:

(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST:

(Corporate Secretary Signature)
(Affix Corporate Seal)

State of _____
County of _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature

Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received **Specification No. 1201443** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME:

(Print or Type)

JOINT VENTURE ADDRESS:

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE

(If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party:

(Signature)

TITLE OF SIGNATORY:

(Print or Type)

BUSINESS ADDRESS:

(Print or Type)

ATTEST:

(Joint Venture Secretary Signature)
(Affix Joint Venture Seal)

OR

Joint Venturer Signature:

(Signature)

Address:

(Print or Type)

Joint Venturer Signature:

(Signature)

Address:

(Print or Type)

Joint Venturer Signature:

(Signature)

Address:

(Print or Type)

State of _____

County of _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature

Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No. 1201443** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: _____

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: _____

(Signature)

Address: _____

(Print or Type)

Partner Signature: _____

(Signature)

Address: _____

(Print or Type)

Partner Signature: _____

(Signature)

Address: _____

(Print or Type)

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature _____

Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No.** 1201443 containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/Rfq), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR:

(Signature)

DOING BUSINESS AS:

(Print or Type)

Business Address:

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number:

(Print or Type)

State of _____

County of _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature

Commission Expires: _____

PROPOSAL ACCEPTANCE

Contract No.: _____

Specification No.: _____

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: _____

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

SCHEDULE B: MBE/WBE/VBE Affidavit of Joint Venture

- 1) All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. **In all proposed joint ventures, each MBE, WBE, and/or VBE venturer must submit a copy of its current Letter of Certification.**

I. Name of joint venture: _____
 Address: _____
 Telephone number of joint venture: _____

II. Email address: _____
 Name of non-MBE/WBE/VBE venturer: _____
 Address: _____
 Telephone number: _____
 Email address: _____
 Contact person for matters concerning MBE/WBE/VBE compliance: _____

III. Name of MBE/WBE/VBE venturer: _____
 Address: _____
 Telephone number: _____
 Email address: _____
 Contact person for matters concerning MBE/WBE/VBE compliance: _____

IV. Describe the role(s) of the MBE, WBE, and/or VBE venturer(s) in the joint venture: _____

V. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE, WBE, and/or VBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE/VBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE/VBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE/VBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

- A. What is the percentage(s) of MBE/WBE/VBE ownership of the joint venture?
 MBE/WBE/VBE ownership percentage(s) _____
 Non-MBE/WBE/VBE ownership percentage(s) _____
- B. Specify MBE/WBE/VBE percentages for each of the following (provide narrative descriptions and other details as applicable):
1. Profit and loss sharing: _____
 2. Capital contributions:
 - a. Dollar amounts of initial contribution: _____
 - b. Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

5. Costs of bonding (if required for the performance of the contract):

6. Costs of insurance (if required for the performance of the contract):

- C. Provide copies of all written agreements between venturers concerning this project.
- D. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture.

Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements:

- A. Joint venture check signing:

- B. Authority to enter contracts on behalf of the joint venture:

- C. Signing, co-signing and/or collateralizing loans:

- D. Acquisition of lines of credit:

- E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel by trade needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE/VBE firm, the MBE/WBE/VBE firm, or the joint venture.

Trade	Non-MBE/WBE/VBE Firm (Number)	MBE/WBE/VBE (Number)	Joint Venture (Number)

X. If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE/VBE venturer (number) ____

Employed by MBE/WBE/VBE venturer _____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls:

XI. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE/VBE Partner Firm

Name of Non-MBE/WBE/VBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this __ day of _____, 20 __, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____(Seal)



SCHEDULE C: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

The above described performance is offered for the following price and described terms of payment:

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C) (Date)

(Name/Title-Please Print) (Company Name-Please Print)

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor. () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C)_____
(Date)_____
(Name/Title-Please Print)_____
(Company Name-Please Print)_____
(Email & Phone Number)_____
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)_____
(Date)_____
(Name/Title-Please Print)_____
(Email & Phone Number)



SCHEDULE C
MBE/WBE Letter of Intent to Perform as a
2nd Tier Subcontractor to the Prime Contractor

**FOR
CONSTRUCTION
PROJECTS ONLY**

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Project Name: _____ Specification No.: _____

From: _____
 (Name of MBE/WBE Firm)

To: _____
 (Name of 1st Tier Contractor)

To: _____ and the City of Chicago.
 (Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

The above described performance is offered for the following price and described terms of payment:

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C) (Date)

(Name/Title-Please Print) (Company Name-Please Print)

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

Schedule C: MBE/WBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime Contractor**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C)_____
(Date)_____
(Name/Title-Please Print)_____
(Company Name-Please Print)_____
(Email & Phone Number)_____
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)_____
(Date)_____
(Name/Title-Please Print)_____
(Email & Phone Number)

SCHEDULE C (Construction): MBE/WBE Letter of Intent to Perform as a SUPPLIER

Project Name: _____ Specification Number: _____

From: _____
(Name of MBE or WBE Firm)To: _____ and the City of Chicago:
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer". 60% participation is credited for the use of a MBE or WBE "regular dealer". The undersigned is prepared to supply the following goods in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
Line 1: Sub Total:		\$ _____
Line 2: Total @ 100%:		\$ _____
Line 3: Total @ 60%:		\$ _____

Partial Pay Items.

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
Line 1: Sub Total:		\$ _____
Line 2: Total @ 100%:		\$ _____
Line 3: Total @ 60%:		\$ _____

SUB-SUBCONTRACTING LEVELS - A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non-MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of MBE or WBE

Date

Name /Title (Print)

Phone Number

Email Address



SCHEDULE C-V

**FOR
CONSTRUCTION
PROJECTS ONLY**

VBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE VBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Project Name: _____ Specification No.: _____

From: _____
(Name of VBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The VBE status of the undersigned is confirmed by the attached City of Chicago Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer." 60% participation is credited for the use of a VBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the VBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

The above described performance is offered for the following price and described terms of payment:

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C-V)

(Date)

(Name/Title-Please Print)

(Company Name-Please Print)

(Signature of President/Owner/CEO or Authorized Agent of VBE)

(Date)

(Name/Title-Please Print)

Schedule C-V: VBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the VBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to non-VBE contractors.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to VBE contractors.

NOTICE: If any of the VBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. VBE credit will not be given for work subcontracted to Non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority-owned Business Enterprise, Women-owned Business Enterprise, and Veteran-owned Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C-V)

(Date)

(Name/Title-Please Print)

(Company Name-Please Print)

(Email & Phone Number)

(Signature of President/Owner/CEO or Authorized Agent of VBE)

(Date)

(Name/Title-Please Print)

(Email & Phone Number)



SCHEDULE C-V

VBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime Contractor

**FOR
CONSTRUCTION
PROJECTS ONLY**

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE VBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Project Name: _____ Specification No.: _____

From: _____
(Name of VBE Firm)

To: _____
(Name of 1st Tier Contractor)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The VBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer." 60% participation is credited for the use of a VBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to fully describe the VBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

The above described performance is offered for the following price and described terms of payment:

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C-V) (Date)

(Name/Title-Please Print) (Company Name-Please Print)

(Signature of President/Owner/CEO or Authorized Agent of VBE) (Date)

(Name/Title-Please Print)

Schedule C-V: VBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime Contractor**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the VBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to non-VBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to VBE contractors.

NOTICE: If any of the VBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. VBE credit will not be given for work subcontracted to Non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority-owned Business Enterprise, Women-owned Business Enterprise, and Veteran-owned Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C-V)_____
(Date)_____
(Name/Title-Please Print)_____
(Company Name-Please Print)_____
(Email & Phone Number)_____
(Signature of President/Owner/CEO or Authorized Agent of VBE)_____
(Date)_____
(Name/Title-Please Print)_____
(Email & Phone Number)



SCHEDULE C-V (Construction)

VBE Letter of Intent to Perform as a SUPPLIER

**FOR
CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification Number: _____

From: _____
(Name of VBE Firm)

To: _____ and the City of Chicago:
(Name of Prime Contractor)

The VBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer". 60% participation is credited for the use of a VBE "regular dealer". The undersigned is prepared to supply the following goods in connection with the above-named project/contract. On a separate sheet, fully describe the VBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
Line 1: Sub Total:		\$ _____
Line 2: Total @ 100%:		\$ _____
Line 3: Total @ 60%:		\$ _____

Partial Pay Items.

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
Line 1: Sub Total:		\$ _____
Line 2: Total @ 100%:		\$ _____
Line 3: Total @ 60%:		\$ _____

SUB-SUBCONTRACTING LEVELS - A zero (0) must be shown in each blank if the VBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to non-VBE contractors.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to VBE contractors.

NOTICE: If any of the VBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. VBE credit will not be given for work subcontracted to non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority-owned Business Enterprise, Women-owned Business Enterprise, and Veteran-owned Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of VBE Date

Name /Title (Print)

Phone Number

Email Address

**FOR
CONSTRUCTION
PROJECTS ONLY**



SCHEDULE D: Compliance Plan Regarding MBE & WBE Utilization
Affidavit of Prime Contractor

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and a duly authorized representative of
 (Title of Affiant)

 (Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in the attached Schedule Cs regarding Minority Business Enterprise and Women Business Enterprise (MBE/WBE) to perform as subcontractor, Joint Venture Agreement, and Schedule B (if applicable). All MBEs and WBEs must be certified with the City of Chicago or Cook County in the area(s) of specialty listed.

<u>Name of MBE</u>	<u>Type of Work to be Performed in accordance with Schedule Cs</u>	<u>Total MBE Participation in dollars</u>	<u>MBE Participation in percentage</u>	<u>Mentor Protégé Program Credit Claimed</u>	<u>Total MBE Participation in percentage</u>
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%

<u>Name of WBE</u>	<u>Type of Work to be Performed in accordance with Schedule Cs</u>	<u>Total WBE Participation in dollars</u>	<u>WBE Participation in percentage</u>	<u>Mentor Protégé Program Credit Claimed</u>	<u>Total WBE Participation in percentage</u>
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%

☐ Check here if the following is applicable: The Prime Contractor intends to enter into mentor protégé agreements with certain MBEs/WBEs listed above as indicated by entries in the "Mentor Protégé Program Credit Claimed" column. Copies of each proposed mentoring program, executed by authorized representatives of the Prime Contractor and respective subcontractor, are attached to this Schedule D. The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Total MBE Participation \$ _____

Total MBE Participation % (including any Mentor Protégé Program credit) _____

Total WBE Participation \$ _____

Total WBE Participation % (including any Mentor Protégé Program credit) _____

Total Bid \$ _____

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20_____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____



SCHEDULE D-V

Compliance Plan Regarding VBE Utilization Affidavit of Prime Contractor

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and a duly authorized representative of
(Title of Affiant)

_____.
(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in the attached Schedule C-Vs regarding VBEs to perform as subcontractors, Joint Venture Agreement, and Schedule B (if applicable). All VBEs must be certified with the City of Chicago in the area(s) of specialty listed.

<u>Name of VBE</u>	<u>Type of Work to be Performed in accordance with Schedule C-Vs</u>	<u>Total VBE Participation in dollars</u>	<u>VBE Participation in percentage</u>
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%

Total VBE Participation \$ _____

Total VBE Participation % _____

Total Bid \$ _____

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any VBE listed in this Schedule D-V. Provide names of such individuals and their respective ownership percentages, and identify the VBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

The Prime Contractor designates the following person as its VBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the above signed officer _____ (Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____

SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS FOR CONSTRUCTION CONTRACTS

Submit Schedule F with the bid. Failure to submit the Schedule F may cause the bid to be rejected.

Duplicate sheets as needed.

Project Name: _____

Specification #: _____

I, _____ on behalf of _____
(Name of reporter) (Prime contractor)

(A) have either personally solicited, or permitted a duly authorized representative of this firm to solicit, work for this contract from the following subcontractors which comprise all MBE/WBE/VBE and non-MBE/WBE/VBE subcontractors who bid or quoted price information on this contract

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____

Response to solicitation_____

Type of Work Solicited_____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor - Print or Type)

(Signature)

(Name/Title of Affiant) - Print or Type)

(Date)

On this _____ day of _____, 20____,

the above signed officer, _____,
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public Signature

(Seal)

Commission Expires:_____

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS TO UTILIZE MBEs AND WBEs, and VBEs ON CONSTRUCTION CONTRACT

Project Name: _____
Specification # _____

The Department of Procurement Services reserves the right to audit and verify all Good Faith Efforts as a condition of award. Material misrepresentations and omissions shall cause the bid to be rejected.

(B) The following is documentation and explanation of the bidder's Good Faith Efforts to meet the contract specific goals as described in the Good Faith Efforts Checklist as part of Schedule D. The Schedule D cannot be modified without the written approval of DPS.

I, _____ on behalf of _____
(Name of reporter) (Prime contractor)

have determined that it is unable to meet the contract specific goals in full or in part as set forth in the Special Conditions Regarding Minority Owned Business Enterprise, Women Business Enterprise, and Veteran Owned Business Enterprise Commitment in Construction Contracts. I hereby declare and affirm that the following good faith efforts were undertaken by the Bidder/Contractor to meet the MBE, WBE, and/or VBE contract specific goals of this project.

Good Faith Efforts Checklist from Schedule D Attach additional sheets as needed.

_____ Solicited through reasonable and available means at least 50% (or at least 5 when there are more than 11 certified firms in the commodity area) of MBEs, WBEs, and VBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond, as described in the Schedule F.
Attach copies of written notices sent to MBEs, WBEs, and VBEs.

_____ Provided timely and adequate information about the plan, specifications and requirements of the contract.
Attach copies of contract information provided to MBEs, WBEs, and VBEs.

_____ Advertised the contract opportunities in media and other venues oriented toward MBEs, WBEs, and VBEs.
Attach copies of advertisements.

_____ Negotiated in good faith with interested MBEs, WBEs, or VBEs that have submitted bids and thoroughly investigated their capabilities.
Attach Schedule F, Report of Subcontractor Solicitations for Construction Contracts.

_____ Selected those portions of the work or material consistent with the available MBE, WBE, or VBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE, WBE, or VBE participation.
Describe selection of scopes of work solicited from MBEs, WBEs, and VBEs and efforts to break out work items.

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS
TO UTILIZE MBES, WBEs, AND VBEs ON CONSTRUCTION CONTRACT

____ Made efforts to assist interested MBEs, WBEs, or VBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

Describe assistance efforts.

____ Made efforts to assist interested MBEs, WBEs, or VBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

Describe assistance efforts.

____ Effectively used the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs, WBEs, or VBEs as listed on Attachment A.

Describe efforts to use agencies listed on Attachment A.

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS
TO UTILIZE MBES, WBEs, AND VBEs ON CONSTRUCTION CONTRACT

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) 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

(Seal)

STATUS REPORT OF MBE/WBE/VBE (SUB) CONTRACT PAYMENTS

Specification No.: _____

Department Project No.: _____

Date: _____

Voucher No.: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Company - Print or Type)

(Address of Company) (_____) _____
(Phone)

and that the following Minority Owned, Women Owned, and Veteran Owned Business Enterprises (MBE/WBE/VBEs) have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above referenced project; that there is due and to become due them, respectively the amounts set opposite their names for material or labor as stated; and that this a full, true and complete statement of all such MBE/WBE/VBEs and of the amounts paid, due, and to become due to them:

MBE/WBE/VBE	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTAL AMOUNT PAID TO MBEs TO DATE: \$ _____

TOTAL AMOUNT PAID TO WBEs TO DATE: \$ _____

TOTAL AMOUNT PAID TO VBEs TO DATE: \$ _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) 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

(Seal)

INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE

The Bidder shall complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the Bidders good faith efforts to complete it before the response due date and the reasons why it could not be completed.

1.1. **ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING**

The Bidder must complete an online EDS prior to the bid opening date.

A Bidder that does not file an electronic EDS prior to the bid opening will be found non-responsive and its bid will be rejected unless a paper EDS and written justification is submitted with the bid as explained in the above paragraph).

1.2. **ONLINE EDS WEB LINK**

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

1.3. **ONLINE EDS NUMBER**

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: _____

1.4. **ONLINE EDS CERTIFICATION OF FILING**

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid. Please insert your Certification of Filing following this page.

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

1.5. **PREPARATION CHECKLIST FOR REGISTRATION**

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:

	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. ***PREPARATION CHECKLIST FOR EDS SUBMISSION***

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - _____ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
 - _____ a. Name

-
-
-
- b. Address
 - c. Fees – Estimated or paid

1.7. **EDS FREQUENTLY ASKED QUESTIONS**

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: “Applicant” means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: “Disclosing Party” means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: “Entity” or “Legal Entity” means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: “Person” means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.
------------------------------	--

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or gmail.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the “Forgot your password?” link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on “Create New” after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on “Create New”. Answer (click) “Contract” to “Is this EDS for a contract or an EDS information update?” Click “Fill out EDS”, and click on the “Retained Parties” tab. When finished, click on “Ready to Submit.”

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the “Online EDS” login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on “Vendor Admin, Site Administration.” Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click “Save”. To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at <http://get.adobe.com/products/reader/>
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plug in version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plug in free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title: _____
Specification #: _____

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

1. the illegality of sexual harassment;
2. the definition of sexual harassment; and
3. the legal recourse available for victims of sexual harassment.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

IEPA PROVISIONS

This project may obtain funding with loans from the Illinois Environmental Protection Agency (IEPA). Contractor and Subcontractors must comply with the IEPA loan provisions in Book 1 and Book 3.

- A. Bidder must complete the following listed forms and submit them to City of Chicago Department of Procurement Services as required for City of Chicago to obtain an Illinois Environmental Protection Agency (IEPA) loan for this project. Bidder must submit completed forms with the bid, or must include with the bid a letter indicating that the completed IEPA Loan forms will be submitted to the Project Administrator of the City of Chicago Department of Purchasing and to the Project Manager Department of Water Management within 3 calendar days after the bid opening date:
1. EPA Certification Regarding Debarment, Suspension, and other Responsibility Matters (EPA Form 5700-49). Completed and signed forms required from Contractor and from all Subcontractors with sub-agreements valued at \$25,000 or more as discussed in the enclosed form instructions.
 2. U.S. Environmental Protection Agency Certification of Non-segregated Facilities. Completed and signed forms required from Contractor and from all Subcontractors with subcontracts valued at \$10,000 or more per the form.
 3. Notice to Labor Unions or Other Organizations of Workers, Nondiscrimination in Employment. One form required completed and signed by Contractor listing all unions and organizations of workers involved with the project.
 4. Bidder Certification In Compliance with Article 33E to the “Criminal Code of 2012”. Completed and signed form required from Contractor.

[Forms Follow]

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or 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: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001 a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative) (Date)

☐ I am unable to certify the above statements. My explanation is attached.
EPA Form 5700-49 (11-88)

(Page 1 of 2)

IEPA PROVISIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Instructions

Under executive order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or subprogram hereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant hereunder must complete the attached certification or provide an explanation why they cannot. For further details see 40CRF 32.510 Participants' responsibilities, in the attached regulation.

Where to submit

The prospective EPA grant, loan or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional Office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the prime contractor from the project.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to obtain forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed to provide them to their prospective prime contractor, who, in turn may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington, DC 20460
(Telephone: 202-475-8025)

(Page 2 of 2)

IEPA PROVISIONS

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature	Date
-----------	------

Name and Title of Signer	(Please type)
--------------------------	---------------

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT

To:

(Names of unions or organizations of workers)

The undersigned currently holds contract(s) with **City of Chicago Dept. Water Management**
(Name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT,
ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING
EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION
FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

BIDDER CERTIFICATION

In Compliance with Article 33E-11 to the
“Criminal Code of 2012”

I _____, do hereby certify that:
Name

1. I am _____ of the _____
Position Firm

and have authority to execute this certification on behalf of the firm.

2. This firm is not barred from bidding on this contract due to either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the “Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]”

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____, 20____, before me appeared (Name)

_____ to me personally known,
who, being duly sworn, did execute the foregoing affidavit, and did state that he or

she was properly authorized by (Name of Firm) _____
to execute the affidavit and did so as his or her free act and deed.

Notary Public _____ Commission Expires _____

Notary Seal

**CONTRACTOR'S AFFIDAVIT REGARDING REMOVAL OF ALL WASTE MATERIALS AND
IDENTIFICATION OF ALL LEGAL DUMP SITES**

Contractor to show here the name and location of the ultimate disposal site he/she is proposing to use for the subject project:

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

(The Contractor must provide to the commissioner of his/her designated representative with copies of all dump tickets, manifests, etc.)

LOCATION ADDRESS: _____

PHONE: (_____)_____

CONTACT PERSON: _____

Disposal site submitted shall be of sufficient capacity as to insure acceptance of the volume of Construction and/or Demolition Debris received for the period of this contract. These disposal sites must meet all zoning and other requirements that may be necessary.

If requested by the Chief Procurement Officer, the Contractor shall submit copies of all contractual agreements, sanitary landfill permits and/or licenses for these disposal site(s) proposed by the Contractor.

(Revised 6/30/2000)



BID BOND

For use when bidding on City of Chicago projects. See instructions following.

PRINCIPAL (Legal name and business address)

State of incorporation or organization:

SURETY (Legal name and business address)

State of incorporation:

BID IDENTIFICATION

BID OPENING DATE:

SPECIFICATION NUMBER:

SPECIFICATION TITLE (AND PROJECT NUMBER IF AVAILABLE):

PENAL SUM OF BOND

_____% , _____ PERCENT OF BASE BID

Surety Bond No.:

Obligation:

We, the Principal and Surety, are firmly bound to the City of Chicago (hereinafter called the City) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the City accepts the bid identified above and the Principal enters into a Contract with the City in accordance with the terms of such bid, executes such further contractual documents that may be required by the terms of the bid or contract documents, and gives such bond(s) as may be specified in the bidding or contract documents with surety acceptable to the City.

The Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the City. Notice to the surety of extension(s) is waived.

In the event the City brings suit upon this bond, Surety will pay reasonable attorney's fees and costs incurred by the City in such suit.

Witness:

The Principal and Surety executed this bid bond and affixed their seals on the below dates. The person signing below on behalf of the Principal warrants that he or she is authorized to execute this document on behalf of the Principal.

PRINCIPAL

PRINCIPAL NAME		<i>Corporate Seal</i>
PRINCIPAL SIGNATURE		
SIGNER'S NAME & TITLE		
DATE		

SURETY

SURETY NAME		<i>Corporate Seal</i>
ATTORNEY-IN- FACT SIGNATURE		
ATTORNEY-IN- FACT NAME		
DATE		

NOTARY

STATE OF _____, COUNTY OF _____
 I, _____, a Notary Public in the County and State aforesaid, do hereby
 certify that _____ of the
 _____ who is personally known to be the same person whose name
 he/she subscribed in the foregoing instrument as such Attorney-in-Fact, appeared before me this day in person
 and acknowledged that he/she signed, sealed, and delivered the said instrument of writing as his/her free and
 voluntary act, and as the free and voluntary act of the said _____ for the uses
 and purposes therein set forth, and caused the corporate seal of said company to be thereto attached.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20 _____

 NOTARY PUBLIC

Notary Seal

The signature of the Surety's attorney-in-fact must be notarized, and an original power of attorney granting him or her authority to sign this document must be attached to this document.

INSTRUCTIONS FOR CITY OF CHICAGO BID BOND FORM

Bidders/Proposers: Give these instructions to your surety.

1. The Bond must be on the City's form. No substitutions will be acceptable.
2. Copies of the form are acceptable. However, copies of the Bond must be double sided, with page 1 on one side of the paper, and page 2 on the opposite side of the paper.
3. The amount of the Bond must be that stated in the Legal Advertisement. Unless otherwise specified, the amount of the bond should be expressed as a percentage of the bid amount.
4. All blank spaces to be filled in must be completed using a typewriter or legible hand printing unless otherwise indicated. Determinations of legibility will be in the sole discretion of the Chief Procurement Officer. Photocopied insertions will not be accepted, nor will any Bond form on which there is any evidence of correction fluid ("white-out").
5. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. If the Bidder/ Proposer is bidding under an assumed name ("d/b/a") the assumed name must be separately stated in the same space as the full legal name for identification purposes.
6. The address of the Principal must be complete. If a different mailing address should be used, it should be included as well, as bonds to be returned will be mailed to address shown on the bond.
7. The Bond must include the Surety's name, the state in which the Surety was incorporated, and the Surety's address.
8. The specification number must appear on the Bond.
9. The Surety executing the bond must appear on the Department of the Treasury's list of approved sureties (available at <http://www.fms.treas.gov/c570/c570.html>) and must act within the limitations listed therein.
10. The names and titles of the people signing the bond must be given in the spaces provided.
11. Corporations executing the bond shall affix their corporate seals if required. If a seal is not required, please indicate "seal not required" in the space where the seal would otherwise be affixed.
12. A person authorized to bind the Bidder/Proposer as the Principal must sign the bond.
13. The Bond must be signed by an attorney-in-fact of the surety company. An original Power of Attorney that identifies the surety company's signatory as an attorney-in-fact must be attached.
14. The date on which the Surety's Power of Attorney was certified should be the same or later than the date on which the bond was signed by the Surety.
15. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D., 20____

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. _____ and Specification No. _____ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____	(Seal)
Approved _____, 20____	_____
	(Seal)
_____	_____
Purchasing Agent	(Seal)

	(Seal)
Approved as to form and legality:	_____
	(Seal)
_____	_____
Assistant Corporation Counsel	(Seal)

PRINCIPAL
IF CORPORATION

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____ President and
_____ Secretary of the _____
who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as
such _____ President and _____ Secretary, appeared
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as
their free and voluntary act, and as the free and voluntary act of the said _____
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____
_____ of the _____ who _____ personally known
to be the same person _____ whose name _____ subscribed in the foregoing instrument as such _____
_____, appeared before me this day in person and acknowledged that _____
signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free
and voluntary act of the said _____
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

PRINCIPAL
IF INDIVIDUAL

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____
who _____ personally known to me to be the same persons whose name _____ subscribed in the foregoing
instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the
said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

GRC-160211-26-1