

**CITY OF CHICAGO  
DEPARTMENT OF AVIATION  
CHICAGO O'HARE INTERNATIONAL AIRPORT  
REHABILITATION FOR TAXIWAYS Y, Y1, Y2, Y3, Y4**

**PART ONE OF THREE  
INSTRUCTIONS AND EXECUTION DOCUMENTS**

**SPECIFICATION NO.: 1217758**

**PROJECT NO.: H6237.21-00**

**A.I.P. PROJECT NO.: TBD**



**CITY OF CHICAGO  
Lori E. Lightfoot  
Mayor**



**CHICAGO DEPARTMENT OF AVIATION  
Jamie L. Rhee  
Commissioner**

**Issued by:**

**DEPARTMENT OF PROCUREMENT SERVICES  
Shannon E. Andrews  
Chief Procurement Officer**

**MARCH 31, 2021  
ISSUED FOR BID**

INSTRUCTIONS AND EXECUTION DOCUMENTS

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## **Bid Package Contents**

**Specification No.: 1217758**

**Project No.: H6237.21-00**

**A.I.P. Project No.: TBD**

### **Downloadable Files**

- **Appendix 1 eProcurement**
- **Part One of Three – Instructions and Execution Documents**
- **Part Two of Three – General Conditions**
- **Part Three of Three – Technical Specifications**
- **Construction Safety Manual**
- **Drawings**

## **APPENDIX 1 ePROCUREMENT**

This is an eProcurement Bid. Bids are to be submitted through the City's "iSupplier" system, the City's eProcurement computer system for electronic bidding and providing Contractors with access to contract, ordering and payment information for their City contracts. The following provisions apply to this bid and supersede any conflicting provisions in Books 1, 2, and 3.

### **1. Obtaining the Bid Documents**

Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda. Documents may be downloaded from the Department of Procurement Service's ("DPS") website at the following URL:

<http://www.cityofchicago.org/eProcurement>

Click on "Current Bids."

In order to receive notice of clarifications and addenda, Bidders must be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer. This will sign Bidders up for notifications.

Bid Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS web site at [www.cityofchicago.org/TOL](http://www.cityofchicago.org/TOL). To find Opportunity Take Out lists go to "Get Started Online" and search by the specification number.

### **2. Clarifications and Addenda**

The City will send an email notification to suppliers who have indicated intent in a Bid that an addendum or clarification has been issued. The Clarifications and Addenda incorporated into the electronic bid document available at the following URL:

<https://www.cityofchicago.org/eProcurement>

Suppliers that have indicated interest in a Bid will receive email notification that an addendum or clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Bidder from the obligation to bid according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic Acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic Bid. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this bid solicitation.

### **3. Questions Regarding the Bid Documents; Bidder Inquiry Deadline**

All inquiries regarding the Bid Documents or procurement process may be directed to the Procurement Specialist/Senior Procurement Specialist via email at [CDABidquestions@cityofchicago.org](mailto:CDABidquestions@cityofchicago.org)

The Bidder Inquiry Deadline is listed on the front cover of the Bid Documents under "Deadline for Questions." Inquiries received after the Bidder Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Bidders may only rely on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City.

### **4. Completion of the Bid Documents**

Each Bidder must complete all of the forms listed on the Bid Submittal Checklist (with the exception of the Proposal Pages) in the Requirements section and scan and upload them as attachments to the electronic bid submission. Bidders may not

change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the City.

Bidders must submit their pricing electronically by filling out bid lines in the electronic Price Schedule in the iSupplier system.

Bidders must use the Bid Execution Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the City that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents. Signatures must be sworn before a Notary Public. The form must be printed, signed, notarized and scanned then uploaded as an attachment to the electronic bid submission.

#### **5. Date, Time, and Place**

Bids are to be submitted electronically to the Department of Procurement Services on the date and prior to the time stated on the Cover Page of the Bid Documents, or any addendum issued by the City to change such Bid Opening Date. No bid will be accepted after the Bid Opening Date. The time of the receipt of the bid will be determined solely by the "Time of Quote" generated by the iSupplier system.

#### **6. Bid Deposit**

##### **2% of the Total Base Bid**

When submitting an electronic bid, scan and upload a copy of your bid deposit with your submittal documents. The 1<sup>st</sup> and 2<sup>nd</sup> apparent low bidders will be required to deliver their original and properly executed bid deposit to the Bid & Bond Room within 2 business days following the Bid Opening Date.

## INSTRUCTIONS AND EXECUTION DOCUMENTS

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## DOCUMENT SUBMITTAL CHECKLIST (Federally Funded)

**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. DBE Schedules completed: \_\_\_\_\_
  - a. Schedule B: Affidavit of DBE/Non-DBE Joint Venture, if applicable; completed, signed and notarized. \_\_\_\_\_
  - b. Schedule C: DBE Letter of Intent to Perform as Subcontractor or Supplier, completed and signed. \_\_\_\_\_
  - c. Schedule D: Affidavit of Prime Contractor Regarding Disadvantaged Business Enterprises (DBE's) completed, signed and notarized. \_\_\_\_\_
  - d. Schedule F: Report of Subcontractor Solicitations, completed, signed and notarized. \_\_\_\_\_
  - e. Exhibit D, completed. \_\_\_\_\_
9. Affidavit of Uncompleted Work completed, signed and notarized. \_\_\_\_\_
10. Proper Insurance Certificate provided. \_\_\_\_\_
11. Certificate regarding Removal of All Waste Materials and Dump Sites. \_\_\_\_\_
12. Contractor's Statement of Experience and Financial Condition on file \_\_\_\_\_
13. Certifications (FAA) \_\_\_\_\_
  - a. Debarment \_\_\_\_\_
  - b. Lobbying \_\_\_\_\_
  - c. Non Segregated Facilities \_\_\_\_\_

## PRE-BID CONFERENCE NOTICE

A Pre-Bid Conference, for all Bidders interested in submitting bids for the Work under this Contract, relating to site conditions, and any other requirements and clarifications regarding this Project, will be held by the Department of Aviation at the time and place stated in the Legal Advertisement.

The Pre-Bid Conference will be conducted via a Conference Call. All interested Attendees must register in advance of the Pre-Bid Conference Call. Same day registration is not allowed. Pre-Registration must be arranged in advance of the scheduled April 8, 2021 Pre-Bid Conference Call. Attendees must send an e-mail to Carmella Duran at [cdabidquestions@cityofchicago.org](mailto:cdabidquestions@cityofchicago.org). Registered Attendees will receive e-mail confirmation with directions and dial in number. The City will answer questions and clarify the terms of the RFQ at the Pre-Bid Conference. The City may respond both to questions posed on the day of the conference and to questions e-mailed prior to conference. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the department of procurement services.

The Specification number listed below **MUST** be included in the subject line of your e-mail.

All questions must be submitted no later than 5:00 P.M. C.S.T. on April 15, 2021 or no response will be provided except at the discretion of the Chief Procurement Officer.

Project Name:	Rehabilitation for Taxiways Y, Y1, Y2, Y3, Y4
Specification No.:	1217758
A.I.P. Project No.:	TBD

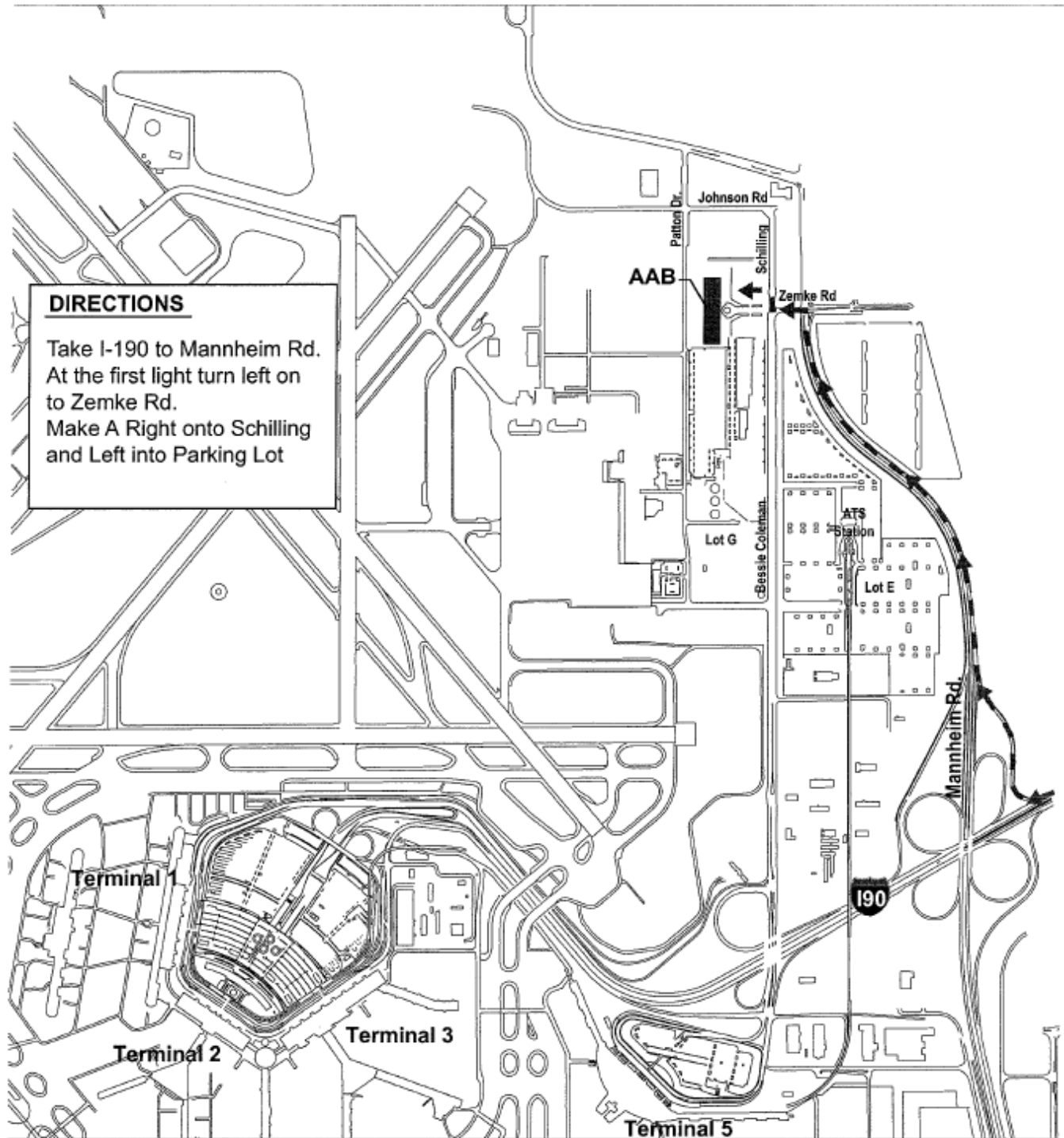
### PLANS AND SPECIFICATIONS AVAILABLE AT:

<http://www.cityofchicago.org/eProcurement>



## PRE-BID LOCATION MAP

### AVIATION ADMINISTRATION BUILDING (AAB) 10510 WEST ZEMKE ROAD CHICAGO, IL 60666



## **SPECIAL NOTICE REGARDING DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT**

**NOTICE! NOTICE! NOTICE!**  
**NOTICE! NOTICE! NOTICE!**

All Bidders are directed to carefully examine this Contract's Special Conditions Regarding Disadvantaged Business Enterprise Commitment.

Special notice should be given to the following paragraphs extracted from Article VI-Procedure to Determine Bid Compliance found herein on pages S5-14 thru S5-27 of the Special Conditions Regarding Disadvantaged Business Enterprise Commitment.

**Schedule B: Affidavit of DBE/Non-DBE Joint Venture**

Where the Bidders DBE proposal includes the participation of any DBE firm as a joint venturer, prime or subcontractor, the Bidder must submit, together with its bid, a Schedule B with an attached copy of the joint venture agreement proposed among the parties.

**Schedule C: DBE Letter of Intent to Perform as a Subcontractor or Supplier**

A Schedule C, executed by the DBE firm (or Joint Venturer) must be submitted by the Bidder for each DBE included on its Schedule D.

**Schedule D: Affidavit of Prime Contractor Regarding DBE's**

Bidders must submit, together with their bid, a completed Schedule D committing them to the utilization of each listed DBE firm.

Except in cases where the Bidder has submitted a complete request for a waiver or variance of the DBE Goal (See Article VII-Good Faith Efforts), the Bidder must commit to the expenditure of a specific dollar amount of participation by each DBE firm included in their Schedule D. The total dollar commitment to proposed DBE firms must at least equal the DBE goal. Bidders are responsible for calculating the dollar equivalent of the DBE goal as a percentage of their total base bid.

**Schedule F: Report of Subcontractor Solicitations**

All Bidders must submit, together with their bid, a completed Schedule F report containing information on all subcontractors, DBE's and Non-DBE's, solicited for participation in this Contract.

**Letters of Certification**

A copy of each proposed DBE firm's Letter of Certification from the City or the Illinois Department of Transportation should be submitted with the bid if currently certified.

Bidders who fail to submit, together with their bid, either complete information required per Notice B shown on page S5-44 of the Special Conditions (committing to the full achievement of the Contract's DBE goals), or a complete request for a waiver of variance of DBE goals per Article VII-Good Faith Efforts, may be deemed non-responsive and their bid may be rejected.

**NOTICE! NOTICE! NOTICE!**  
**NOTICE! NOTICE! NOTICE!**

## PROJECT OVERVIEW

**Project Name:** Rehabilitation for Taxiways Y, Y1, Y2, Y3, Y4  
**Specification No.:** 1217758  
**CDA Project No.:** H6237.21-00  
**A.I.P. Project No.:** TBD

### General Description of the Work:

The Work consists of furnishing all means, methods, labor, materials, tools, equipment, transportation and services for performing the General Work and Civil Work, as shown on the Drawings and as described in the Technical Specifications, including all appurtenant work and accessories, to the complete satisfaction of, approval and acceptance by the City. This includes, but not limited to,

Mill and Overlay rehabilitation of TW Y, Y1, Y2, Y3 and Y4 pavement including the addition of full depth pavement at the Y3 intersection with TW Y. Associated signage and electrical upgrades also included.

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 must 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.

**Estimated Project Cost:** \$9,000,000 to \$11,000,000

**Advertisement Date:** March 31, 2021

**Pre-Bid Conference Date/Time:** April 8, 2021 at 10:00 AM

**Question Cut-Off Date/Time:** April 15, 2021 at 5:00 PM, C.S.T

**Bid Opening Date/Time:** May 7, 2021 at 11:00 AM, City Hall, Bid and Bond, Room 103, Chicago, IL 60602

### Plan Fee/Deposit:

For this Project, Contract Documents will be provided via eProcurement.

### Bid Deposit/Bond:

For this Project a bid deposit is required in the amount of 2% of the contract base bid in the form of a bond, or the equivalent in cashier's check, money order or certified check.

**DBE Goal:** 30%

### Award of Contract:

Bids will be compared based on the Contract Base Bid, correctly computed, and a contract, if awarded, will be to the lowest responsible and responsive bidder, as determined by the Chief Procurement Officer, in the amount of the Contract Base Bid.

### Inspection of Site:

The Bidder is expected to inspect the site of the Work. All requests to visit the site of the Work must be made prior to the question cut-off date specified in Section 1, Chapter 14 - Interpretation of Contract Documents. 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. Requests for Site Inspections must be submitted to the following e-mail address and include the Specification number on the subject line: [CDABidquestions@cityofchicago.org](mailto:CDABidquestions@cityofchicago.org)

## **SECTION 1**

### **REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS**

#### **(Federally Funded)**

**1. DEFINITIONS:**

- a. "Bidder" means a party that executes and submits the Contract Documents in connection with this invitation for bids.
- b. "Chief Procurement Officer" or "CPO" means the chief executive of the Department of Procurement Services for the City of Chicago, and any representative duly authorized in writing to act on the CPO's behalf.
- c. "Commissioner of Aviation" or "Commissioner" means the chief executive of the Chicago Department of Aviation, and any representative duly authorized in writing to act on the Commissioner's behalf.
- d. "Contract" or "Contract Documents" are Part One: Instructions and Execution Documents; Part Two: General Conditions; Part Three: Technical Specifications; Project Requirements; Contract Plans and Drawings; any Addenda; FAA Standard Specifications for Airport Construction, reference standards promulgated by various agencies including Federal, State or local government units, as well as any other specialized documents that are referred to in Part Three.
- e. Additional definitions are found in Part Two, General Conditions of the Contract.

**2. COMPLIANCE WITH LAWS:**

The Bidder shall at all times observe and comply with all laws, ordinances, regulations, executive orders and codes of Federal, State, City and other government agencies, which affect the preparation of bids. The Bidder shall reflect in its bid all costs of compliance with all such laws, ordinances, regulations, executive orders and codes.

**3. EXAMINATION BY BIDDER:**

The Bidder shall carefully examine all the Contract Documents before submitting its bid. The Bidder shall also inspect the site of the proposed Work, as permitted by the Commissioner, and familiarize itself with all the conditions affecting the Work and the Technical Specifications of the Contract Documents. If its bid is accepted, the Bidder will bear the cost for (1) all errors in its bid resulting from its failure or neglect to comply with these Requirements for Bidding and Instructions for Bidders, and (2) the additional expense attributable to site conditions that could have reasonably been discovered through a site inspection or other means provided by the City or made available to the Bidder.

**4. BID DEPOSIT:**

**AMOUNT OF BID DEPOSIT: 2% of Contract Base Bid.**

If a bid deposit is required and not provided, the bid will be rejected. 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 CPO, an example of which is bound herein on page S5-57 thru S5-58. All certified checks must be drawn on a responsible bank doing business in the United States, and shall be made payable to the order of the City of Chicago. **CASH OR COMPTROLLER'S CERTIFICATE IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.**

- a. The bid deposit of all Bidders, except for the three lowest Bidders, will be returned shortly after the bid opening. Notwithstanding the foregoing, the CPO reserves the right to hold all bid deposits, if the intent is to award multiple contracts for a requirement and/or if the three lowest responsible Bidders cannot be readily determined based on price, until all proposals have been evaluated.
- b. The remaining bid deposits will be returned, with the exception of the bid deposit for the accepted bid, after the CPO has awarded the contract. The bid deposit for the accepted bid will be returned after the contract has been awarded and a satisfactory Performance and Payment Bond has been approved by the City, where such bond is required.

**5. PREPARATION OF BID:**

The Bidder shall complete its bid by filling out and signing only one copy of the entire Part One of the Contract Documents. All applicable blank spaces on the bid page or pages must be correctly filled-in in ink or typewritten. Bidders should not scan Contract Documents for word processing. The Bidder shall submit all pages of Part One of the Contract Documents, bound, with all pages intact. Failure to submit all required pages may result in rejection of the bid.

**6. SUBMISSION OF BID:**

The Bidder must complete and submit an Electronic Proposal or Response prior to the proposal due date. An electronic proposal or response must be submitted through the City of Chicago's website at [www.cityofchicago.org/eprocurement](http://www.cityofchicago.org/eprocurement), on or before the due date and time stated below. The City's system will not accept electronic proposals or responses after the due date and time. Respondents must register for a log-in account to submit an electronic proposal or response. Please allow up to three business days for creation of your log-in account. Paper proposals and responses will not be accepted.

**7. TERM OF BID:**

- a. The Bidder may withdraw its bid at any time prior to the date and time for bid opening. Thereafter, the Bidder may not withdraw or cancel its Bid for a period of ninety (90) calendar days after the bid opening date.
- b. The ninety (90) day period will not be extended without the signed written consent of the Bidder to extend the bid on the same terms and conditions.
- c. The ninety (90) day period for bid withdrawal is tolled for any period of time that the Bidder requires to submit any necessary contract document to the City including, but not limited to, bonds, Economic Disclosure Statements, Insurance Certificates, and compliance schedules.

**8. RESPONSIBILITY OF BIDDER:**

- a. The award of the Contract will be made to the lowest responsive and responsible bidder. The CPO reserves the right to request, and the bidder must promptly provide evidence satisfactory to the CPO of the Bidder's responsibility. No Contract will be awarded to any Bidder which is determined to be non-responsible in the sole discretion of the CPO.
- b. If requested by the CPO, the Bidder (or if a joint venture, the Bidder's joint venturers) must complete a "Contractor's Statement of Experience and Financial Condition." This statement is available in the City's Bid and Bond Room. Failure to complete and return this statement may be a cause for rejection of the Bidder's bid.

**9. CONSIDERATION OF BID:**

When, in the CPO's opinion, the best interest of the City will be served, the CPO may, in his/her sole discretion, reject any or all bids or disregard any informality in the bids or bidding process.

**10. BALANCED BIDS:**

Bidder's pricing for each line item must carry its full 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. The CPO reserves the right to reject any bid that is materially unbalanced.

**11. PERFORMANCE AND PAYMENT BOND:**

- a. The successful Bidder or Bidders shall, within five (5) calendar days of receipt of written notice from the City, furnish a Performance and Payment Bond in the amount of 100% of the contract value on Contractor's Performance and Payment Bond, a specimen which is found herein on page S5-62. Such bond must comply with the provisions of 30 ILCS 550/1 et seq., as amended, and Chapter 2, Section 2-92-030 of the Municipal Code of the City, as amended. The Performance and Payment Bond must be in the form provided by the CPO and issued by a surety that is satisfactory to the CPO and the City Comptroller in accordance with Section XVI., B., 1 of Part Two of the Contract Documents.
- b. If the Performance and Payment Bond is not so furnished, the bid will be rejected and the bid deposit will be forfeited to the City. The forfeiture shall not limit any other City remedies against the Bidder.

**NOTE:** Section 2-92-040 of the Municipal Code of the City of Chicago requires that the Contractor's surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount equal to or greater than the amount bid by the Contractor. This Circular 570 is available on the Internet at <https://fiscal.treasury.gov/surety-bonds/circular-570.html>. Co-sureties may be accepted in the sole discretion of the CPO, but each co-sureties must individually meet the foregoing requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

**12. INTERPRETATION OF CONTRACT DOCUMENTS:**

- a. If any Bidder, prior to the bid opening, has a question as to the meaning of any part of the specifications or other Contract Documents, **the Bidder must send questions to the e-mail address as listed on the Pre-Bid Conference Notice page of this Part One.** All questions must be submitted no later than 5:00 P.M. C.S.T. on April 15, 2021 or no response will be provided except at the discretion of the CPO.
- b. Bidders may only rely upon written addenda issued by the CPO. Oral explanations or interpretations will not be binding on the City.
- c. The order of precedence of the component parts of the Contract Documents shall be as follows:
  1. General Conditions
  2. Remaining paragraphs of Requirements for Bidding and Instructions for Bidders
  3. All other Contract DocumentsThe foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein.

**13. SUBSTITUTION:**

Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the Bidder items that will be satisfactory. 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 Part Three of the Contract Documents, unless equivalent alternatives have been proposed as described below. 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 VI. E. 3.b. and c. of the General Conditions, in order to facilitate the CPO's evaluation of such product. The CPO may, in his sole discretion, accept an alternate bid for a specified item, provided the alternate item so bid is, in the CPO'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 VI., E., 3. of the General Conditions.

**14. TAXES:**

Federal Excise Tax does not apply to materials purchased by the City of Chicago, by virtue of Exemption Certificate No. 36-6005820. State of Illinois State Tax does not apply, by virtue of Exemption Certificate No. E9998-1874-04. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax, do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The Bidder shall include all other applicable Federal, State and/or local, direct and/or indirect taxes, if any, in its bid.

**15. INSURANCE:**

Receipt of a satisfactory and duly executed certificate of insurance is a condition precedent to the award of the Contract however, Bidders are not required to submit the certificate of insurance with their bid. The certificate of insurance found herein must be executed by an insurance company authorized to do business in the State of Illinois and acceptable to the City in accordance with the insurance requirements set forth in Section 2 of Part One. The insurance certificate must list, at a minimum, the types and limits of insurance set forth herein under the Contract Insurance Requirements.

**16. AFFIDAVIT OF UNCOMPLETED WORK:**

Bidders are required to submit, together with their bid, a complete and properly executed "Affidavit of Uncompleted Work" found herein on page S5-51, showing all uncompleted contracts either as a contractor or subcontractor.

**17. ACKNOWLEDGEMENT OF FEDERAL FUNDS**

The Work in this Contract is included in the Federal Airport Improvement Program Project No. 3-17-0022-38 which is being undertaken and accomplished by the U.S. Department of Transportation, Federal Aviation Administration (FAA) and the City of Chicago Department of Aviation, hereinafter called the Co-Sponsors. In accordance with the terms and conditions of a Grant Agreement between the Co-Sponsors and the United States, under the Airport and Airway Improvement Act of 1982 (Public Law 97-248; Title V, Section 501 *et seq.*, September 3, 1982; 96 Stat. 671; codified at 49 U.S.C. Section 2201 *et seq.*) And Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the Project that

are determined to be allowable Project costs under the Act. The United States is not a party to this Contract and no reference in this Contract to FAA or any representative thereof, or to any rights granted to the FAA or any representatives thereof, or the United States, by the Contract, makes the United States a party to this Contract.

**18. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS):**

The Contractor is required to complete an online Economic Disclosure Statement and Affidavit, (EDS), including Disclosure of Retained Parties in the Economic Disclosure Statement and Affidavit 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 bidder's 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](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html)

**19. ADDITIONAL DBE REQUIREMENTS**

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

The Contractor must include the provision set forth in the paragraph above in all of its subcontracts.

**20. DBE REQUIREMENT FOR BIDDER/PROPOSER LIST**

Pursuant to 49 CFR 26.11, the City is required to maintain a bidders list, consisting of all firms bidding or proposing on prime contracts and bidding or quoting subcontracts on DOT-assisted contracts. The bidder/proposer is required to provide a list of all DBE and non-DBE subcontractors who bid or quote price information on this contract. Failure to cooperate may result in the bidder/proposer being deemed non-responsible in this and future bids.

The Bidder/proposer is required to submit Exhibit D, DBE Requirement for Bidder/Proposer List, for itself and all DBE and non-DBE subcontractors who bid or quote price information on this contract.

**21. MINIMUM QUALIFICATIONS:**

References to a minimum number of years of experience found in Part Three of the Contract Documents, is for guidance only. The Contractor may use individuals, subcontractors, vendors, etc., with fewer years of experience than stated in the specification if the City determines that those individuals, subcontractors, vendors, etc., are qualified to perform.

**22. ELECTRONIC ORDERING AND INVOICES:**

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor will accept electronic purchase orders and releases upon request of the CPO. Contractor will provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means of transmission may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

**23. SUBCONTRACTOR PAYMENTS:**

Contractor must submit a status report of Subcontractor payments monthly for the duration of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's

website at [https://www.chicago.gov/dam/city/depts/fin/supp\\_info/subcontractorform.pdf](https://www.chicago.gov/dam/city/depts/fin/supp_info/subcontractorform.pdf). The form must be received by the tenth (10<sup>th</sup>) day of each month. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- i) Total amount invoiced by the Contractor for the prior month;
- ii) The name of each particular Subcontractor or supplier utilized during the prior month;
- iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this contract;
- iv) The vendor/supplier number of each Subcontractor or supplier;
- v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

**24. BID PROTEST PROCEDURES**

Any Bidder desiring to protest these procedures and the eventual award of a Contract must file such protest in accordance with the City's "Solicitation and Contracting Process Protest Procedures" available at:

City Hall  
Bid and Bond Room  
Room 103  
121 North LaSalle Street  
Chicago, IL 60602

Or at the City's Website at:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/solicitation\\_andcontractingprocessprocedures.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/solicitation_andcontractingprocessprocedures.html)

**25. MULTI-PROJECT LABOR AGREEMENT (PLA)**

The City has entered into the PLA with various trades regarding projects as described in the PLA, a copy of which is attached hereto as Section 6, together with a list of signatory unions. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to Work under this Agreement, and shall comply in all respects with the PLA.

**26. EDS UPDATE OBLIGATION**

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

**27. ELECTRONIC MAIL COMMUNICATION**

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

**28. 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 any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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.

**29. CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection



with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 30. **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
  - (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
  - (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a

prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## SECTION 2 INSURANCE REQUIREMENTS

### Chicago Department of Aviation O'Hare International Airport Rehabilitation for Taxiways Y, Y1, Y2, Y3, Y4 (Federally Funded)

#### A. INSURANCE REQUIRED

Contractor must provide and maintain at Contractor's own expense, 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 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.

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, mobile equipment, runway work, 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; 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.

The City and other entities required by 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 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 \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City and other entities required by City are to be named as additional insureds on a primary, non-contributory basis.

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 \$15,000,000 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 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.

5) 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 \$2,000,000 for each claim. Coverage must include, but not limited to, the following: technology errors and omissions and pollution liability if environmental 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.

6) Builders Risk

When Contractor undertakes any construction, major repairs, rehabilitation, improvements, betterments, replacements and upgrades, Contractor must provide or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, fixtures, parts and supplies that are or will be part of the project. Coverages must include but are not limited to the following: right to partial occupancy, material stored off-site and in-transit, earth movement, flood, water including overflow, leakage sewer backup and seepage, utility services, damage to adjoining and existing property, collapse, debris removal, damage resulting from faulty workmanship or materials, testing, mechanical-electrical breakdown or failure, and extra expense.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, used, leased, or rented to Contractor.

7) Contractors Pollution Liability

When any work performed involves a potential pollution risk that may arise from the work, services, or 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 \$2,000,000. Coverage must include, but not be limited to, the following: 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 named as an additional insured.

**B. ADDITIONAL REQUIREMENTS**

Evidence of Insurance. Contractor must furnish the City, Department of Aviation, 10510 West Zemke Road, 60666 and Department of Procurement Services, City Hall, Room 806, 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 Contract 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 Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this 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 must be endorsed to state that Contractor's insurance policy is primary and not contributory with any 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 must 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 must 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, Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor must 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 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 but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside for Commercial General Liability and Auto Liability. Contractor must 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 or 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, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

**SECTION 3  
BID FORM  
CONTRACT BASE BID**

**BIDDER:** \_\_\_\_\_

The Bidder agrees to submit its bid without limitations or exceptions, except as permitted by the Contract Documents.

The Bidder further agrees that if awarded the Contract, the Bidder shall perform the Contract with no limitations or exceptions.

The Contract Base Bid shall include the entire scope of Work and requirements of Part One, Part Two, Part Three and the Contract Drawings of the Contract Documents.

The Contract will be awarded to the responsive and responsible Bidder offering the lowest Contract Base Bid, as determined by the Chief Procurement Officer.

**CONTRACT BASE BID**

\_\_\_\_\_  
(Words)

Dollars (\$ \_\_\_\_\_)  
(Figures)

**NOTE: TAKE THE BASE BID FIGURE FROM THE SCHEDULE OF PRICES.**

**SCHEDULE OF PRICES**  
**Rehabilitation for Taxiways Y, Y1, Y2, Y3, Y4**  
**Specification No. 1217758**

Name of Bidder: \_\_\_\_\_

ITEM NO.	PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	01010-01	ALLOWANCE FOR CDA/FAA FACILITY MODIFICATIONS	1	AL	\$ 75,000	\$ 75,000
2	01010-02	ALLOWANCE FOR WORKFORCE DEVELOPMENT	1	AL	\$ 25,000	\$ 25,000
3	02710-01	ALLOWANCE FOR FAA & CDA FACILITIES CLEANING AND MAINTENANCE	1	AL	\$ 10,000	\$ 10,000
4	D-701-01	REINFORCED CONCRETE PIPE, 12" DIAMETER, CLASS V	91	LF		
5	D-701-02	REINFORCED CONCRETE PIPE, 18" DIAMETER, CLASS III	44	LF		
6	D-705-01	UNDERDRAIN PIPE, 8" PVC, SCH 40, PERFORATED	798	LF		
7	D-751-01	UNDERDRAIN INSPECTION HOLE, AIRCRAFT LOADING	4	EA		
8	D-751-02	ALLOWANCE FOR INSPECTION HOLE ADJUSTMENT OR REPAIR	1	AL	\$ 40,000	\$ 40,000
9	D-751-03	CATCH BASIN, 4-FOOT DIAMETER, TYPE 2 OPEN LID, NON-AIRCRAFT LOADING	1	EA		
10	D-751-04	MANHOLE, IDOT STANDARD TYPE A, 7-FOOT DIAMETER, NON-AIRCRAFT RATED	1	EA		
11	L-100-01	REMOVE EXISTING TAXIWAY IN-PAVEMENT CENTERLINE BASE, LIGHT FIXTURE, ISOLATION TRANSFORMER AND EXTENSION RING AND BACKFILL THE CAN. FURNISH AND INSTALL NEW L-868 BASE CAN, L-850(A or B)(L) LIGHT FIXTURE, ISOLATION TRANSFORMER, L-823 CONNECTOR, FLANGE, EXTENSION AND SPACER RINGS AT THE SAME LOCATION.	21	EA		
12	L-100-02	REMOVE EXISTING IN-PAVEMENT RUNWAY STATUS LIGHT (RWSL) FIXTURE, SNOW PLOW RING, EXTENSION RING AND PROVIDE TEMPORARY COVER. REINSTALL ORIGINAL RWSL FIXTURE WITH NEW SNOW PLOW RING, FLANGE EXTENSION RING AND SPACER RINGS.	7	EA		



**SCHEDULE OF PRICES**  
**Rehabilitation for Taxiways Y, Y1, Y2, Y3, Y4**  
**Specification No. 1217758**

Name of Bidder: \_\_\_\_\_

ITEM NO.	PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
13	L-100-03	REMOVE EXISTING IN-PAVEMENT ALSF LIGHT CENTER BAR (5-STEADY-BURNING) FIXTURES, SNOW PLOW RING, EXTENSION RING, AND PROVIDE COVER. REINSTALL ORIGINAL ALSF STEADY-BURNING LIGHT FIXTURES WITH NEW SNOW PLOW RING, FLANGE, EXTENSION AND SPACER RINGS.	1	EA		
14	L-100-04	REMOVE EXISTING IN-PAVEMENT ALSF LIGHT SIDE BAR (3-STEADY-BURNING) FIXTURES, SNOW PLOW RING, EXTENSION RING, AND PROVIDE COVER, REINSTALL ORIGINAL ALSF STEADY-BURNING LIGHT FIXTURES WITH NEW SNOW PLOW RING, FLANGE, EXTENSION AND SPACER RINGS.	2	EA		
15	L-100-05	REMOVE EXISTING TAXIWAY TYPE 1 MARKER EDGE LIGHT AND FOUNDATION, COMPLETE. SALVAGE LIGHT FIXTURE AND ISOLATION TRANSFORMER AND DELIVER TO CDA.	10	EA		
16	L-100-06	PROPOSED L-861(T), LED TAXIWAY ELEVATED EDGE LIGHT, OMNI-DIRECTIONAL BLUE, IN TYPE 1 MARKER LIGHT BASE WITH HANDHOLE	11	EA		
17	L-100-07	INSTALL CDA FURNISHED L-858 (L), LED AIRFIELD SIGN WITH NEW BASE, 7-MODULE(S), SIZE 3, STYLE 2, MODE 2, CLASS 2, COMPLETE	3	EA		
18	L-100-08	INSTALL CDA FURNISHED L-858 (L), LED AIRFIELD SIGN WITH NEW BASE, 1-MODULE(S), SIZE 3, STYLE 3, MODE 2, CLASS 2, COMPLETE	4	EA		
19	L-100-09	INSTALL CDA FURNISHED L-858 (L), LED AIRFIELD SIGN WITH NEW BASE, 2-MODULE(S), SIZE 3, STYLE 2, MODE 2, CLASS 2, COMPLETE	4	EA		
20	L-100-10	INSTALL CDA FURNISHED L-858 (L), LED AIRFIELD SIGN WITH NEW BASE, 3-MODULE(S), SIZE 3, STYLE 2, MODE 2, CLASS 2, COMPLETE	4	EA		
21	L-100-11	INSTALL CDA FURNISHED L-858 (L), LED AIRFIELD SIGN WITH NEW BASE, 3-MODULE(S), SIZE 3, STYLE 3, MODE 2, CLASS 2, COMPLETE	1	EA		
22	L-100-12	INSTALL CDA FURNISHED L-858 (L), LED AIRFIELD SIGN WITH NEW BASE, 4-MODULE(S), SIZE 3, STYLE 2, MODE 2, CLASS 2, COMPLETE	2	EA		
23	L-100-13	INSTALL CDA FURNISHED L-858 (L), LED AIRFIELD SIGN WITH NEW BASE, 4-MODULE(S), SIZE 3, STYLE 3, MODE 2, CLASS 2,	7	EA		

**SCHEDULE OF PRICES**  
**Rehabilitation for Taxiways Y, Y1, Y2, Y3, Y4**  
**Specification No. 1217758**

Name of Bidder: \_\_\_\_\_

ITEM NO.	PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
		COMPLETE				
24	L-100-14	INSTALL CDA FURNISHED L-858 (L), LED AIRFIELD SIGN WITH NEW BASE, 5-MODULE(S), SIZE 3, STYLE 2, MODE 2, CLASS 2, COMPLETE	1	EA		
25	L-100-15	REMOVE EXISTING SIGN AND INSTALL CDA FURNISHED L-858 (L), LED AIRFIELD SIGN ON EXISTING BASE, 7-MODULE(S), SIZE 3, STYLE 2, MODE 2, CLASS 2, COMPLETE	4	EA		
26	L-100-16	INSTALL CDA FURNISHED L-858 (L), LED AIRFIELD SIGN ON EXISTING BASE, 2-MODULE(S), SIZE 3, STYLE 2, MODE 2, CLASS 2, COMPLETE	1	EA		
27	L-100-17	INSTALL CDA FURNISHED 'NOISE ABATEMENT' SIGN WITH NEW BASE, COMPLETE	1	EA		
28	L-100-18	REMOVE GUIDANCE SIGN AND BASE, COMPLETE	32	EA		
29	L-108-01	COUNTERPOISE WIRE - 1/C, SIZE 6 AWG, 600V, BARE COPPER, SOLID	2569	LF		
30	L-108-02	REMOVE EXISTING ELECTRICAL CABLE	2825	LF		
31	L-108-03	AIRFIELD LIGHTING CABLE, L-824, TYPE C, 5kV, SIZE 6 AWG, LIGHTING CIRCUIT	11533	LF		
32	L-110-01	2" PVC COATED GALVANIZED RIGID STEEL CONDUIT, SAW KERFED IN FULL STRENGTH PAVEMENT	562	LF		
33	L-110-02	2-WAY - 3" PVC CONCRETE ENCASED DUCTBANK	517	LF		
34	L-110-03	6-WAY, 4" HDPE, DIRECTIONALLY BORED DUCTBANK	175	LF		
35	L-110-04	6-WAY, 4" PVC CONCRETE ENCASED DUCTBANK	640	LF		
36	L-110-05	REMOVE EXISTING ELECTRICAL DUCTBANK	309	LF		

**SCHEDULE OF PRICES**  
**Rehabilitation for Taxiways Y, Y1, Y2, Y3, Y4**  
**Specification No. 1217758**

Name of Bidder: \_\_\_\_\_

ITEM NO.	PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
37	L-110-06	1-WAY - 2" PVC CONCRETE ENCASED DUCTBANK	646	LF		
38	L-115-01	6'X8' ELECTRICAL MANHOLE, AIRCRAFT RATED	2	EA		
39	L-115-02	REMOVE EXISTING ELECTRICAL MANHOLE	1	EA		
40	L-118-01	ALLOWANCE FOR ELECTRICAL INVESTIGATION AND MAPPING	1	AL	\$ 10,000	\$ 10,000
41	L-140-01	REMOVE AND REPLACE EXISTING TAXIWAY WEATHER SENSOR WITH NEW WEATHER SENSOR AND WIRING, COMPLETE	1	EA		
42	M-101-01	MOBILIZATION (TOTAL PRICE FOR MOBILIZATION MUST NOT EXCEED 6% OF THE TOTAL BASE BID)	1	LS		
43	M-103-01	ALLOWANCE FOR SECURITY GUARD INFRASTRUCTURES	1	AL	\$ 50,000	\$ 50,000
44	M-103-02	TEMPORARY CRITICAL AREA FENCE	10740	LF		
45	N-110-01	ALLOWANCE FOR STANDBY TIME	1	AL	\$ 100,000	\$ 100,000
46	P-150-01	PAVEMENT REMOVAL - BITUMINOUS CONCRETE SHOULDERS (FULL-DEPTH)	3649	SY		
47	P-152-01	GRADING AND SHAPING	5950	SY		
48	P-152-02	ALLOWANCE FOR UNCLASSIFIED - CONTAMINATED MATERIAL	1	AL	\$ 50,000	\$ 50,000
49	P-154-01	PAVING - FROST PROTECTION COURSE, CA-7	1624	CY		
50	P-154-02	PAVING - FROST PROTECTION COURSE, CA-5	1964	CY		

**SCHEDULE OF PRICES**  
**Rehabilitation for Taxiways Y, Y1, Y2, Y3, Y4**  
**Specification No. 1217758**

Name of Bidder: \_\_\_\_\_

ITEM NO.	PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
51	P-156-01	ALLOWANCE FOR SUPPLEMENTAL EROSION CONTROL MEASURES	1	AL	\$ 35,000	\$ 35,000
52	P-156-02	SEEDING, TEMPORARY	1.3	AC		
53	P-156-03	INLET PROTECTION	4	EA		
54	P-156-04	EROSION CONTROL BLANKET	6200	SY		
55	P-156-05	STABILIZED CONSTRUCTION ENTRANCE / EXIT	300	SY		
56	P-401(FAA)-01	BITUMINOUS CONCRETE SURFACE COURSE (FAA)	13501	TON		
57	P-401(FAA)-02	BITUMINOUS CONCRETE TESTING -TEST STRIP	1	LS		
58	P-405(WMA)-01	BITUMINOUS CONCRETE SURFACE COURSE, IL-9.5, N70 (WMA)	7531	TON		
59	P-405(WMA)-02	BITUMINOUS CONCRETE BASE COURSE, IL-19.0, N50 (WMA) (2% OR 4% AIR VOIDS)	2251	TON		
60	P-405(WMA)-03	BITUMINOUS CONCRETE TESTING - TEST STRIP	1	LS		
61	P-406-01	BITUMINOUS CONCRETE SURFACE COURSE - TORSION RESISTANT FOR CRACK REPAIRS	428	SY		
62	P-501-01	PAVEMENT PATCH - PORTLAND CEMENT CONCRETE	2	EA		
63	P-602-01	BITUMINOUS PRIME COAT	1076	GAL		
64	P-603-01	BITUMINOUS TACK COAT	9390	GAL		
65	P-617-01	SCARIFY OR MILL BITUMINOUS PAVEMENT - 3"	120304	SY		

**SCHEDULE OF PRICES**  
**Rehabilitation for Taxiways Y, Y1, Y2, Y3, Y4**  
**Specification No. 1217758**

Name of Bidder: \_\_\_\_\_

ITEM NO.	PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
66	P-617-02	SCARIFY OR MILL BITUMINOUS PAVEMENT - 5"	428	SY		
67	P-620-01	PAVEMENT MARKING REMOVAL	3090	SF		
68	P-620-02	PAVEMENT MARKING - TEMPORARY	80050	SF		
69	P-620-03	PAVEMENT MARKING - PERMANENT	80050	SF		
70	P-623-01	SAWCUT AND SEAL - 2"	5327	LF		
71	T-901-01	SEEDING, PERMANENT	1.3	AC		
72	T-901-02	LIME, pH ADJUSTMENT	1.4	TON		
73	T-905-01	TOPSOILING, 4" DEPTH	6200	SY		
74	X-100-01	ALLOWANCE FOR UNFORESEEN DEMOLITION	1	AL	\$ 50,000	\$ 50,000
75	X-100-02	REMOVE STORM SEWER	861	LF		
76	X-100-03	REMOVE INSPECTION HOLE	4	EA		
77	X-100-04	REMOVE EXISTING MANHOLE	7	EA		
78	M-101-02	CLOSEOUT DOCUMENTATION	1	LS	\$ 100,000	\$ 100,000
		<b>CONTRACT BASE BID:</b>				

**SCHEDULE OF PRICES**  
**Rehabilitation for Taxiways Y, Y1, Y2, Y3, Y4**  
**Specification No. 1217758**

Name of Bidder: \_\_\_\_\_

**NOTES TO BIDDER:**

- 1) Total price for mobilization must not exceed 6% of the Contract Base Bid.
- 2) Bidders should round all quoted prices to the nearest two decimal points.
- 3) In the event of discrepancy between the "Unit Price" and the "Total Price" the Unit Price will prevail.
- 4) The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the above 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 Schedule of Prices, except to the extent that the Specifications expressly allows otherwise. In the event that comparison of the Bidder's 'Unit Price' and 'Total Price' submitted for any line item reveals a calculation error, the Unit Price will prevail.
- 5) Bidder must not assign a greater DBE participation amount to any allowance greater than the Contract DBE Participation Goal.
- 6) The Commissioner has determined per Part Two, General Conditions that the safety representative for this project is NOT permitted to have other responsibilities.

## **SECTION 4 TIME OF COMPLETION**

### **Rehabilitation for Taxiways Y, Y1, Y2, Y3, Y4**

The Contract duration is one hundred twenty (120) calendar days for the entire scope of Work, which includes all mobilization and all construction from the date of the Notice to Proceed issued by the Commissioner in accordance with Part Two, General Conditions of the Contract Documents.

The date specified in the Notice To Proceed 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 (1) calendar day and the last day counted will be the day on which the Contractor shall have substantially completed, and the Commissioner shall have accepted as substantially completed, the entire Work under this Contract.

The Contractor shall complete the entire scope of Work, and the intermediate milestones, within the durations shown on the table found on page S4-2.

### **LIQUIDATED DAMAGES FOR DELAY**

As provided in Article VIII., Section A., Paragraph 4, of Part Two of the Contract, liquidated damages shall be as assessed as shown on the table found on page S4-2.

**Note:** 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 come 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.

### **WEATHER and MORATORIUM DAYS**

As provided in Article VIII., Section B, Paragraph 4a, of Part Two of the Contract, Weather and Moratorium days shall be allocated as shown in the table found on page S4-2.

**SECTION 4**  
**TIME OF COMPLETION/LIQUIDATED DAMAGES/WEATHER AND MORATORIUM DAYS TABLE**

<b>MILESTONE</b>	<b>DESCRIPTION OF WORK INCLUDING RESTRICTIONS</b>	<b>DURATION (inclusive of Weather and Moratorium Days)</b>	<b>LIQUIDATED DAMAGES (per each day exceeding the indicated duration)</b>	<b>WEATHER AND MORATORIUM DAYS</b>
Mobilization	Scope includes: obtaining required permits and approvals; setting up Contractor staging area; project submittals; project schedule; procuring all required materials; verifying existing circuits within project scope; performing topographic survey to verify: existing pavement elevations, existing utility information within project limits.	30 - Calendar Days	\$5,000	0
Runway opening	Failure to restore active runway safety area to full operational capability by 6:00 AM will result in the assessment of Liquidated Damages as follows:	Nightly	\$10,000 for first 15 minutes (or increment thereof) and \$5,000 for every 15 minutes (or increment thereof) thereafter	0
Substantial Completion of the Project	Scope includes: Substantially Complete all work, excluding Final Punch List.	90 - Calendar Days	\$5,000	10
Final Punch List	Scope includes: Substantially Complete Final Punch List within 30 Calendar Days of issuance.	30 - Calendar Days	\$5,000	0
	<b><u>Restrictions</u></b> See the Plans for construction and phasing restrictions.			



**SECTION 5**  
**PROPOSAL TO BE EXECUTED BY A CORPORATION**

The undersigned, hereby acknowledges having received **Specification No. 1217758** 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 PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No. 1217758** 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. 1217758** 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 TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received **Specification No. 1217758** 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 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

## 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 bid/proposal due date, the City will accept a paper EDS provided written justification is submitted with the bid/proposal explaining the Bidder's good faith efforts to complete it before the bid/proposal due date and the reasons why on line EDS 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 described above. Paper EDS forms may be obtained on the City's website at:  
[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic\\_disclosurestatementse.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementse.html)

### **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:

<b>Applicants:</b>	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.
<b>Entities holding an interest:</b>	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.
<b>Controlling</b>	Whenever a Disclosing Party is a general partnership, limited

<b>entities:</b>	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.
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**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](http://www.hotmail.com) or [www.yahoo.com](http://www.yahoo.com) or [www.gmail.com](http://www.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/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 Plugin 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 Plugin 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.

**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:

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LEGAL NAME OF LANDFILL/DISPOSAL SITE:

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(The Contractor must provide to the Commissioner or 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)



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Shannon E. Andrews, Chief Procurement Officer**  
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**DBE SPECIAL CONDITIONS FOR FAA/FTA/FHWA (IDOT) FUNDED CONTRACTS  
CONSTRUCTION, SERVICES, TASK ORDER SERVICES, AND SUPPLY**

**ARTICLE 1. SPECIAL CONDITIONS REGARDING DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT**

Contractor must comply with the following terms and conditions where Work or Services are funded in whole or in part by any federal funds including but not limited to FHWA, FTA and FAA.

**1.1. Policy and Terms**

In the event of a conflict between these Special Conditions and 49 CFR Part 26, the provisions of 49 CFR Part 26 shall control.

It is the policy of the City that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, have the maximum opportunity to participate fully in the performance of contracts subject to 49 CFR Part 26. Contractor must not discriminate against any person or business on the basis of race, color, national origin or sex in the performance of this Contract. Contractor must carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation (DOT)-assisted contracts and take affirmative action to ensure that businesses owned by socially and economically disadvantaged individuals have full opportunity to participate.

The City has set an overall DBE Program Goal of 30%.

Failure to carry out the commitments and policies set forth in this Article constitutes a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

**1.1.1. Contract-Specific DBE Participation Goal**

The City sets contract-specific goals for participation in furtherance of reaching its overall DBE Program Goal.

For purposes of this contract, the City has set the following contract goal:

**Contract DBE Participation Goal: 30%**

*Note: if this contract is task-order based, goals will be set for the individual task orders; in the context of each task order, these provisions will apply to those task order goals as if they were an overall contract goal.*

A bid or proposal may be rejected as non-responsive if the bidder/proposer fails to submit one or more of the following with its bid demonstrating its good faith efforts to meet the Contract DBE Participation Goal by reaching out to DBEs to perform work on the contract:

- A. A DBE compliance plan demonstrating how the bidder/proposer plans to meet the Contract DBE Participation Goal (Schedule D, D-1 or D-3 and Schedule(s) C, C-1 or C-3); and/or
- B. Documentation of Good Faith Efforts to obtain DBE participation in this contract.

*Note: Schedules D and C are used for contracts for construction work. Schedules D-1 and D-3 are used for contracts for services, and Schedules D-3 and C-3 are used for task order based contracts.*

The bidder/proposer must make good faith efforts to obtain DBE participation in this contract. The commitment will be reflected in Schedule D, D-1 or D-3. The bidder/proposer must document that it has obtained enough DBE participation to meet the Contract DBE Participation Goal set forth above or, if unsuccessful in doing so, has made adequate Good Faith Efforts to meet the goal (see Section 1.7 "Good Faith Efforts"). If awarded the Contract, Contractor must expend not less than the committed percentage of the total Contract Price (including any amendments and modifications) for contract participation by DBEs.

For purposes of evaluating bidder/proposer's responsiveness, the Contract DBE Participation Goal will be a percentage of the total contract value. The Contract DBE Participation Goal applies to the total value of the contract, inclusive of all amendments and modifications. The Chief Procurement Officer also has the authority to review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by 10 percent of the initial award or \$50,000, whichever is greater, for opportunities to increase participation of DBEs already involved in the contract.

The Contract DBE Participation Goal may be met by the bidder/proposer's status as DBE, or by joint venture with one or more DBEs (but only work performed by the DBEs own forces will be counted), or by subcontracting a portion of the work to one or more DBEs, or by purchasing materials used in the performance of the contract from one or more DBEs or by any combination of the foregoing, as further described in Section 1.5, "Counting DBE Participation Towards the Contract DBE Participation Goal."

### **1.1.2. DBE Financial Institutions**

Bidder/Proposer is encouraged to use financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the City as evidence of bidder/proposer's willingness to do business with DBEs. Information about such institutions is available in the City's DBE Program document. In addition, the Illinois Unified Certification Program (IL UCP) Disadvantaged Business Enterprises Directory is available via the internet at [www.cityofchicago.org/procurement](http://www.cityofchicago.org/procurement) and in print at the City of Chicago, Bid and Bond Room, City Hall, 121 N. LaSalle, Room 301, Chicago, IL 60602.

### **1.1.3. DBE Participation Goals for Contract Modifications**

The DBE Participation Goals established at the time of bid/proposal submission shall also apply to any modifications to the Contract after award. This is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with DBEs to meet the DBE Participation Goals.

- Contractor must assist the Construction Manager or User Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for DBE participation and at what rates.
- Contractor must produce a statement listing the DBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no DBE participation is available, an explanation of good faith efforts to obtain participation must be included.

The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of DBEs already involved in the Contract.

## **1.2. Definitions and Usage**

Terms that are capitalized in these Special Conditions are defined terms and have the meanings set forth in 49 CFR Part 26.5, unless otherwise defined in these Special Conditions or the Contract Documents.

"**Area of Specialty**" means the description of a DBE firm's business which has been determined by the certifying agency to be most reflective of the DBE firm's claimed specialty or expertise. Each DBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward the Contract DBE Participation Goal is limited to the participation of firms performing within their Areas of Specialty.

**NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any DBE to perform work within its Area of Specialty. It is the responsibility of all bidders/proposers to determine the capability and capacity of DBE firms to satisfactorily perform the work proposed.**

Certain terms are used in these Special Conditions to indicate the stage of bidding, proposing or contracting in which certain obligations arise. The term "proposer" means a firm responding to a request for proposals by the City for professional or technical services or other procurement not adaptive to competitive bidding; a bidder or proposer becomes a "contractor" after being awarded a contract by the City.

"**Contractor**" also means "Consultant," if Consultant is the term used for the entity that has entered into this agreement or contract with the City.

"**Directory**" means the IL UCP Disadvantaged Business Enterprises Directory, maintained by the City as well as all IL UCP participating agencies, that identifies all firms eligible to participate as DBEs. The Directory lists the firm's name, address, phone number, date of most recent certification and the type of work the firm has been certified to perform as a DBE. The City revises the Directory on a monthly basis. The Directory is available via the internet on the City's web site at

www.cityofchicago.org/procurement, and in print at the City of Chicago, Bid and Bond Room 121 N. LaSalle St., Room 301, Chicago, Illinois, 60602. Bidder/Proposers are responsible for verifying the current certification status of all proposed DBE firms.

**"Disadvantaged Business Enterprise" or "DBE"** means a for-profit small business concern that (i) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, 51 percent of the stock is owned by one or more such individuals; (ii) whose management and daily operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; (iii) the personal net worth of the individuals who own it does not exceed the limit specified at 49 CFR Part 26; and (iv) it has been certified as a DBE in accordance with the procedures set out in 49 CFR Part 26.

**"Joint Venture"** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

### **1.3. Third Party Challenges To Eligibility Of DBE Firm**

As noted in 49 CFR Section 26.87, any third party (complainant) may file a complaint alleging that a currently certified DBE is ineligible. The complaint must be made in writing to the City and specify the alleged reasons why the firm is ineligible and include all available information relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged. The City, during its determination of findings, will notify the challenged party of the allegations and notify both parties in writing of the outcome. The confidentiality of the complainant's identity will be protected as provided in 49 CFR Section 26.109(b). If the City determines first, that there were not reasonable grounds presented in the complaint sufficient to justify an inquiry, then the City will notify the complainant and the challenged party of this determination and the reasons for it. During the pendency of any complaint, the presumption that the challenged party is a socially and economically disadvantaged will remain in effect.

### **1.4. Joint Ventures**

Bidders/proposers may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture may consist of any combination of DBEs and non-certified firms as long as one member is a DBE.

- A. The joint venture may be eligible for DBE participation credit towards the Contract Specific Goals only if:
1. The DBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
  2. The DBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
  3. Each joint venture partner executes the bid/contract to the City; and
  4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.
- B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive DBE credit for work performed by the DBE joint venture partner(s) equal to the value of work performed by the DBE with its own forces for a distinct, clearly defined portion of the work.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other DBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

#### **C. Schedule B: DBE Affidavit of Joint Venture**

Where the bidder/proposer's Compliance Plan includes the participation of any DBE as a joint venture partner, the bidder/proposer must submit with its bid or proposal a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the DBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the DBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;



2. Work items to be performed by the DBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
3. Work items to be performed under the supervision of the DBE joint venture partner; and
4. The DBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

Vague, general descriptions of the responsibilities of the DBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the DBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

#### D. DBE Participation Level in Joint Venture

Credit for participation by DBEs in joint ventures with non-DBEs does not require a minimum participation of 51 percent in venture ownership and control on the part of the DBE. Credit is based on the percentage of the work performed by the DBE's own forces. See Section 1.5, "Counting DBE Participation Toward the Contract DBE Participation Goal").

**NOTE: The City requires that whenever a joint venture submits a bid/proposal as prime contractor, each joint venturer must separately sign the bid/proposal to the City on the pages marked TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR as applicable.**

#### 1.5. Counting DBE Participation Toward The Contract DBE Participation Goal

When a DBE participates in a contract, count only the value of the work actually performed by the DBE toward the DBE Participation Goal, as described in 49 CFR 26.55.

Refer to this section when preparing the DBE compliance plan and completing Schedule D for guidance on what value of the participation by DBEs will be counted toward the stated DBE Participation Goal. The "Percent Amount of Participation" depends on whether and with whom a DBE subcontracts out any portion of its work and other factors.

**Expenditures to a DBE contractor or subcontractor may be counted only if the DBE is performing a "commercially useful function" on the contract. The term "commercially useful function" is defined in 49 CFR 26.55(c).** If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the City will rebuttably presume that the DBE is not performing a commercially useful function.

A contractor (and bidder/proposers in their proposals) may count only the following toward the Contract DBE Participation Goal and should report only the following to the Chief Procurement Officer:

##### A. The value of the work actually performed by a DBE, as described below:

##### 1. For construction contracts and other contracts not covered by A.2., below:

The entire amount of that portion of a contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate). (See 49 CFR 26.55(a)(1).)

##### 2. For contracts involving the provision of "bona fide services" (such as professional, technical, consultant or managerial services), or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract:

The entire amount of fees or commissions charged by a DBE for providing a bona fide service, provided that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The determination of whether the fee is reasonable and not excessive will be made by the City. (See 49 CFR 26.55(a)(2).)

##### 3. When a DBE subcontracts part of the work of its contract to another firm:

The value of the subcontracted work may be counted toward the Contract DBE Participation Goal only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the Contract DBE Participation Goal. (See 49 CFR 26.55(a)(3).)

- B. **Joint Ventures:** When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces is counted towards the Contract DBE Participation Goal. (See 49 CFR 26.55(b).)
- C. **Materials and Supplies:** Regarding expenditures with a DBE for materials or supplies:
1. If the materials or supplies are obtained from a DBE "manufacturer," as that term is described in 49 CFR 26.55(e)(1), 100 percent of the cost of the materials or supplies. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described in the specifications.
  2. If the materials or supplies are purchased from a DBE "regular dealer," as that term is described in 49 CFR 26.55(e)(2), 60 percent of the cost of the materials or supplies.
  3. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of materials and supplies themselves.
- The City shall determine the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis.

- D. **Trucking Firms:** If the DBE manages and supervises the entire trucking operation for which it is responsible on a particular contract and the DBE itself owns and operates at least one fully licensed, insured and operational truck used on the contract and all leased trucks display the name and identification number of the DBE, then:
1. The total value of the transportation services a DBE provides on the contract using trucks it owns, insures and operates using drivers it employs.
  2. The total value of the transportation services a DBE provides on the contract using trucks leased from another DBE trucking firm, including an owner-operator who is certified as a DBE trucking firm, but only if the lease indicates that the DBE lessee has exclusive use of and control over the truck, or, if the truck is used for work for others with the DBE lessee's consent, then the lease must give the DBE lessee absolute priority over its use.
  3. Only the value of the fee or commission the DBE receives under a lease arrangement with non-DBE firms for the lease of trucks used to provide transportation services on the contract but only if the lease indicates that the DBE has exclusive use of and control over the truck, or, if the truck works for others with the DBE's consent, then the lease must give the DBE absolute priority over its use.
- E. **Other Considerations:**
1. Firm Not Currently Certified: If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26, subpart D, at the time of execution of the contract, do not count or report the firm's participation, except as provided in 49 CFR 26.87(i).
  2. Firm Whose Eligibility Has Been Removed: Do not report the dollar value of work performed under a contract with a firm after it has ceased to be certified.
  3. Payment: Do not report the participation of a DBE subcontractor until the amount to be counted toward the goal has been paid to the DBE.
  4. Area of Specialty: Only the value of the dollars paid to the DBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the DBE Participation Goal.

## 1.6. Procedure To Determine Bid/Proposal Compliance

The following Schedules and documents constitute the bidder's/proposer's DBE proposal, and must be submitted at the time of submission of proposals unless stated otherwise:

### 1.6.1. Schedule B: Affidavit of DBE/Non-DBE Joint Venture

Where the bidder/proposer's DBE proposal includes the participation of any DBE as a joint venturer prime or subcontractor, the bidder/proposer must submit, together with its bid/proposal, a Schedule B: Affidavit of DBE/Non-DBE Joint Venture with an attached copy of the joint venture agreement proposed among the parties. See Section 1.4 above, "Joint Ventures," for detailed requirements.

### 1.6.2. Schedule C, C-1 or C-3: Letter of Intent to Perform as a Subcontractor, Consultant, Subconsultant or Material Supplier

Bidder/proposer must submit a Schedule C, C-1 or C-3, for each DBE included on its Schedule D, D-1, or D-3) (including any DBE joint venture partners), signed by the respective DBE firm. Schedule C and D must be used for contracts for construction work, and Schedule C-1 and Schedule D-1 for all other contracts, except for task order based contracts, where Schedule C-3 and Schedule D-3 must be used instead.

Each Schedule C, C-1 or C-3 must accurately detail the work to be performed by the DBE firm and the agreed rates and prices to be paid. Each Schedule must specify the percentage of the dollar value of the DBE's subcontract that will be sublet to non-DBE and DBE contractors and be signed and dated by the DBE. Each Schedule must also include a separate sheet as an attachment on which the DBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the DBE in its Area of Specialty. If a facsimile copy of Schedule C, C-1 or C-3 has been submitted with the bid or proposal, an executed original Schedule C-1 must be submitted promptly by the bidder/proposer for each DBE included on the Schedule D, D-1 or D-3 after the date of bid or proposal opening.

Failure to submit any Schedule C, C-1, or C-3 as required by this Section will result in a Chief Procurement Officer's determination that a bid or proposal is "non-responsive." The Chief Procurement Officer has the discretion to apply additional suitable sanctions against any bidder/proposer who fails to comply with these requirements. Appropriate sanctions may include, without limitation, forfeiture of the bidder/proposer's bid deposit, rejection of the bidder/proposer's bid, or suspension of the bidder/proposer's eligibility to enter into future contracting opportunities with the City.

### **1.6.3. Schedule D, D-1 or D-3: Affidavit of Prime Contractor Regarding DBEs**

Bidders/Proposers must submit at the time specified in the request for proposals, a completed Schedule D or D-1 (or for Task Order based contracts, Schedule D-3, which must be submitted at the time specified in the request for task order proposals) committing them to the utilization of each listed DBE firm (*but see, Section 1.7, Good Faith Efforts*). The Schedule D, D-1 or D-3 must include the name, address, description of the work to be performed and dollar amount participation of each DBE subcontractor, supplier or consultant.

The bidder/proposer must use "Good Faith Efforts," as that term is described in Section 1.7 to meet the Contract DBE Participation Goal (i.e., the specific dollar amount of participation by each DBE firm included on its Schedule D-1 or D-3). The total dollar commitment to proposed DBE firms should equal the Contract DBE Participation Goal. Bidders/proposers are responsible for calculating the dollar equivalent of the Contract DBE Participation Goal as a percentage of their proposal. All commitments made by the bidder/proposer's Schedule D, D-1 or D-3 must conform to those presented in the submitted Schedule Cs, C-1s or C-3s.

A contractor may not modify its Compliance Plan after proposal opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Bidders/proposers shall not be permitted to add DBEs after proposal opening to meet the Contract DBE Participation Goals, however, contractors are encouraged to add additional DBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial, documented justification is provided, the bidder/proposer or contractor shall not reduce the dollar commitment made to any DBE in order to achieve conformity between the Schedule Cs/ C-1s/C-3s and Schedule D/D-1/D-3. All terms and conditions for DBE participation on the contract must be negotiated and agreed to between the bidder/proposer or contractor and the DBE prior to submission of the Compliance Plan. If a proposed DBE ceases to be available after submission of the Compliance Plan, the bidder/proposer or contractor must comply with the provisions of Section 1.10, "DBE Substitutions."

### **1.6.4. Schedule F: Report of Subcontractor Solicitations**

All Bidders/Proposers must submit, together with their bid/proposal, a completed Schedule F report containing information on all subcontractors, DBEs and non-DBEs, solicited for participation in the contract. The Schedule F shall include the following subcontractor information:

Contractor name; Address; Contact person; DBE status; Type of work solicited

### **1.6.5. Letters of Certification**

A copy of each proposed DBE firm's Letter of Certification from the IL UCP must be submitted with the bid or proposal if currently certified. All Letters of Certification issued by the IL UCP include a statement of the DBE firm's Area of Specialty. The DBE firm's scope of work, as detailed by its Schedule C, C-1, or C-3 must conform to its stated Area of Specialty.

**NOTE: Failure to submit the following information at the time of submission of bids or proposals (or in the case of task order contracts, the time of submission of task order proposals) will render the bid or proposal non-responsive: the names and addresses of DBE firms that will participate in the contract (Schedule D, D-1 or D-3), a description of the work that each DBE will perform (Schedule D, D-1 or D-3), the dollar amount of the participation of each DBE firm participating (Schedule D, D-1 or D-3), written documentation of the bidder/proposer's commitment to use a DBE**

subcontractor whose participation it submits to meet a contract goal (Schedule D, D-1 or D-3), **written confirmation from the DBE** that it is participating in the contract as provided in the prime contractor's commitment (Schedule C, C-1 or C-3), **affidavit of joint venture** when a DBE participates in the contract for DBE credit as a joint venturer (Schedule B), **report on all subcontractors solicited** for participation in the contract (Schedule F) and if the Contract goal is not met, **evidence of good faith efforts**, as set out in Section 1.7, "Good Faith Efforts".

#### **1.6.6. Procedure**

- A. The submittals must have all blank spaces on the Schedule pages applicable to the subject specification filled in correctly.

Agreements between a bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidder/proposers are prohibited.

- B. During the period before award, the submitted documentation will be evaluated. As required under 49 CFR 26.109(c), all participants in the DBE Program, including the bidder/proposer, must give, upon request, earnest and prompt cooperation to the using department and the City's Chief Procurement Officer or his or her authorized delegate in submitting to interviews that may be necessary, or in allowing entry to places of business or in providing further documentation, or in soliciting the cooperation of a proposed DBE in providing such assistance. A bid/proposal may be treated as non-responsive by reason of the determination that the bidder/proposer was found to be unresponsive or uncooperative when asked for further information about the bid/proposal, or that false statements were made in the Schedules.
- C. Bidders/Proposers will not be permitted to modify their DBE proposal except as permitted to do so by the City. All terms and conditions stipulated for prospective DBE sub-contractors or suppliers therefore should be satisfactorily negotiated prior to the submission to the City of the bidder/proposer's DBE commitment as part of the DBE proposal. If circumstances arise, where a proposed DBE becomes no longer available, the process described in Section 1.10, DBE Substitutions, should be followed.
- D. When necessary in the interest of time, the City may treat a bid/proposal as non-responsive instead of granting extended time for a bidder/proposer to replace DBEs named in the DBE proposal that are later determined to be ineligible or unavailable.

### **1.7. Good Faith Efforts**

#### **1.7.1. Demonstration of Good Faith Efforts**

In order for a bid/proposal to be responsive, at the time specified in the request for bids/proposals, the bidder/proposer must demonstrate it has made Good Faith Efforts to meet the Contract DBE Participation Goal. The demonstration is made in the form of the documentation described in Section 1.7.2, "Documenting Good Faith Efforts." The bidder/proposer can demonstrate it has made Good Faith Efforts to meet the Contract DBE Participation Goal either by:

- A. Meeting the Contract DBE Participation Goal, as provided in these Special Conditions, and documenting commitments for participation by DBE firms sufficient for this purpose; or
- B. Documenting, in the manner described below, adequate Good Faith Efforts to meet Contract DBE Participation Goal. This means bidders/proposers must submit at the time specified in the request for bids/proposals, documentation to show that it took all necessary and reasonable steps to achieve the Contract DBE Participation Goal or other requirements of 49 CFR Part 26, Appendix A, which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the bidder/proposer was not fully successful. The following are examples of documented actions the City may consider to determine whether the bidder/proposer made Good Faith Efforts:
- i. Soliciting through all reasonable and available means (e.g., attendance at pre-bid/proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - ii. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the Contract DBE Participation Goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even where the prime contractor might otherwise prefer to perform these work items with its own forces.
  - iii. Providing interested DBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

iv. Negotiating in good faith with interested DBEs. It is the bidder/proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the Contract DBE Participation Goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract within its own organization does not relieve the bidder/proposer of the responsibility to make Good Faith Efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

v. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBE's standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder/proposer's efforts to meet the Contract DBE Participation Goal.

vi. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the City or the bidder/proposer.

vii. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

viii. Effectively using the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

#### **1.7.2. Documentation of Good Faith Efforts**

The following 11 types of documentation, as applicable to the situation, will be considered by the Chief Procurement Officer in determining whether the bidder/proposer has made Good Faith Efforts to meet the Contract DBE Participation Goal. The documentation must be submitted at the time of submission of proposals or the proposal will be deemed non-responsive.

- A. A detailed statement of efforts to identify and select portions of work identified in the request for proposals to certified DBE firms. Include copies of attendance logs from pre-bid/proposal meetings, advertisements and written notices, as applicable.
- B. A listing of all DBE firms contacted that includes:
  - names, address and telephone numbers of DBE firms solicited;
  - date and time of contact;
  - method of contact (written, telephone, facsimile transmittal, etc.)
  - name of the person contacted.
- C. Copies of letters or any other evidence of mailing that substantiates outreach to DBE vendors that includes:
  - project identification and location;
  - classification/commodity of work items for which quotations were sought;
  - date, item and location for acceptance of subcontractor bid proposals;
  - detailed statement which summarizes direct negotiations with appropriate DBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
  - affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve the Contract DBE Participation Goal by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on DBE subcontractors for the type of work that was solicited.
- D. Copies of proposed plans for selecting portions of the work to be performed by DBEs in order to increase the likelihood that the Contract DBE Participation Goal will be achieved.

- E. Evidence that the bidder/proposer negotiated in good faith with interested DBEs.
- F. Evidence that the bidder/proposer did not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- G. Evidence that the bidder/proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance, as required by the City or the bidder/proposer.
- H. Evidence that the bidder/proposer made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- I. Evidence that the bidder/proposer has provided timely notice of the need for subcontractors to at least 50 percent of the DBEs listed in the City's Directory as being certified in the applicable Areas of Specialty. Proof of notification (e.g. certified mail receipt or facsimile transmittal receipt) prior to the date a bidder/proposer's DBE proposal is due is required for any proposal to be deemed responsive. The Chief Procurement Officer may contact the certified DBEs for verification of notification.
- J. Evidence that subcontractor participation is excessively costly. Subcontractor participation will be deemed excessively costly when the DBE subcontractor proposal exceeds the average price quoted by more than 15 percent. In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information at the time specified in the request for proposals:
  - 1. A detailed statement of the work identified for DBE participation for which the bidder/proposer asserts the DBE quote(s) were excessively costly (in excess of 15 percent higher).
    - (A) a listing of all potential subcontractors contacted for a quotation on that work item;
    - (B) prices quoted for the subcontract in question by all such potential subcontractors for that work item.

OR

- 2. Other documentation that demonstrates to the satisfaction of the Chief Procurement Officer that the DBE proposals are excessively costly, even though not in excess of 15 percent higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
  - (A) the City's estimate for the work under a specific subcontract;
  - (B) the bidder/proposer's own estimate for the work under the subcontract;
  - (C) an average of the bona fide prices quoted for the subcontract;
  - (D) demonstrated increase in other contract costs as a result of subcontracting to the DBE or other firm.
- K. Copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract. This must be included in the documentation of Good Faith Efforts whenever a non-DBE subcontractor is selected over a DBE for work on the contract.

**Note: The City reserves the right to modify this procedure when deemed appropriate.**

### **1.8. Reporting**

- A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the DBEs included in their approved DBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- C. Once the prime contractor has reported payments made to each DBE, including zero dollar amount payments, the DBE will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

D. All subcontract agreements between the contractor and DBE firms or any first tier non-certified firm and lower tier DBE firms must contain language requiring the DBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>

E. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to DBE participation and the status of any DBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

F. The contractor shall maintain records of all relevant data with respect to the utilization of DBEs retaining these records for a period that is the longer of five years or as required by relevant retention schedules after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

G. The contractor must make available upon request a copy of all DBE subcontracts. The contractor must ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with the provisions of 49 CFR Part 26.

### **1.9. Required Assurance**

Contractor must comply with, and each subcontract Contractor signs with a subcontractor must include, the following assurance:

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to, (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the Contractor from future bidding as non-responsible.

### **1.10. DBE Substitutions**

A. Arbitrary changes by the bidder/proposer of the commitments earlier certified in the Schedule D, D-1 or D-3 are prohibited. Further, after once entering into each approved DBE subcontract, the bidder/proposer may neither terminate the subcontract, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without in each instance (i) having just cause, including situations where bidder/proposer's contract with the DBE includes termination for convenience; (ii) making Good Faith Efforts to find another DBE subcontractor to substitute for the original DBE (these Good Faith Efforts must be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the Contract DBE Participation Goal); and (iii) receiving the prior written approval of the City in all instances.

Unless the City provides written approval for the substitution of a DBE, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

1. The bidder/proposer must give the Chief Procurement Officer reasons that justify the bidder/proposer's terminating a DBE, reducing the scope of work to be performed by a DBE, or decreasing the price to a DBE. The substitution procedure will be as follows:
  - a) The bidder/proposer/contractor must notify the Chief Procurement Officer as soon as possible in writing of an apparent necessity to reduce or terminate a DBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the Contract DBE Participation Goal. Prior to submitting notice to the Chief Procurement Officer, bidder/proposer/contractor must give notice in writing to the DBE subcontractor, with a copy to the Chief Procurement Officer, of its intent to request to terminate and/or substitute, and the reason for the request.
  - b) Bidder/proposer/contractor must give the DBE five days to respond to the notice and advise the City and bidder/proposer/contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City should not approve the bidder/proposer/contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City may provide a response period shorter than five days.
2. The bidder/proposer/contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include the following examples:
  - a) The listed DBE subcontractor fails or refuses to execute a written contract;

- b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- f) The City has determined that the listed DBE subcontractor is not responsible;
- g) The listed DBE subcontractor voluntarily withdraws from the project and provides to the City written notice of its withdrawal;
- h) The listed DBE is ineligible to receive DBE credit for the type of work required;
- i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j) Other documented good cause that the City may determine compels the termination of the DBE subcontractor.

The bidder/proposer/contractor's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: A replacement firm has been recruited to perform the same work under terms more advantageous to the prime contractor; issues about performance by the committed DBE were disputed (unless every reasonable effort has already been made to have the issues resolved or mediated satisfactorily); a DBE has requested reasonable price escalation which may be justified due to unforeseen circumstances; or the bidder/proposer seeks to terminate a DBE it relied upon to obtain the contract so that the bidder/proposer can self-perform the work for which the DBE subcontractor was engaged.

3. The bidder/proposer/contractor's notification should include the name, address and principal official of any proposed substitute DBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same DBE affidavits, documents, and Letter of Intent which are required of bidders, as enumerated in Section, Procedure to Determine Bid Compliance.

4. The City will evaluate the submitted documentation, and respond within 15 working days to the request for approval of a substitution. The response may be in the form of a request for more information, or a request for an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.

5. If termination of a DBE subcontractor is approved, or a DBE subcontractor fails to complete its work on the contract for any reason, bidder/proposer/contractor must make Good Faith Efforts to replace that subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract. The good faith efforts shall be documented by the bidder/proposer. If the City requests documentation, the bidder/proposer/contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the bidder/proposer/contractor. The City shall provide a written determination to the bidder/proposer/contractor stating whether or not good faith efforts have been demonstrated.

6. Actual substitution of a replacement DBE to fulfill the Contract DBE Participation Goal may not be made before City approval is given of the acceptability of the substitute DBE. A subcontract with the substitute DBE subcontractor must be executed within five working days following the City's approval, and a copy of the DBE subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

B. The City will not approve extra payment for escalated costs incurred by the bidder/proposer/contractor when a substitution of subcontractors becomes necessary for the bidder/proposer/contractor to comply with the Contract DBE Participation Goal.

C. The Chief Procurement Officer will make the determination of whether the bidder/proposer/contractor has exercised Good Faith Efforts.

### **1.11. Non-Compliance**

A. Each of the following constitutes a material breach of this contract and entitles the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity:



1. failure to make good faith efforts to satisfy the Contract DBE Participation Goal proposed by the bidder/proposer and accepted by the City; and
2. the contractor, a subcontractor or supplier is disqualified as a DBE, where the status was a factor in the contract award and was misrepresented by the contractor.

If the contractor is determined by the City not to have been involved in any misrepresentation of the status of a disqualified subcontractor or supplier, the contractor must discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified DBE as its replacement. Furthermore, contractor's continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. The City may withhold payments due to the contractor until corrective action is taken.

B. The contractor's failure to comply with the Contract DBE Participation Goal proposed by the bidder/proposer and accepted by the City, or failure to comply with the provisions of Section IX, DBE Substitutions, will entitle the affected DBEs to recover from the contractor damages suffered by these DBEs as a result of such under- or non-utilization, but this provision will not apply to the extent the under- or non-utilization occurs pursuant to Good Faith Efforts approved by the City. *See Section 1.12, "Arbitration."*

For contracts funded in whole, or in part, by Federal Highway Administration, Federal Transit Administration, Illinois Department of Transportation: When the contract requirements are completed, in the event that the City has determined that the bidder/proposer/contractor failed to comply with the Contract DBE Participation Goal proposed by the bidder/proposer/contractor and accepted by the City, the City will thereby be damaged in the failure to provide the benefit of participation to DBEs to the degree set forth in the Special Conditions. Therefore, in such case of non-compliance, the City will deduct as liquidated damages cumulative amounts computed as follows:

For each one percent (or fraction thereof) of shortfall toward the Contract DBE Participation Goal, one percent of the base bid for this contract shall be surrendered by the bidder/proposer to the City of Chicago in payment as liquidated damages.

#### **1.12. Arbitration (FAA Funded Contracts)**

A. The contractor hereby agrees that any disputes between the contractor and any affected DBE regarding damages as a result of contractor's under- or non-utilization of the DBE on any contract funded, in whole or in part, by the Federal Aviation Administration may, at the sole discretion of the DBE, be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing DBE in accordance with applicable City regulations. This provision is intended for the benefit of any DBEs affected by under- or non-utilization and grants them specific third party beneficiary rights. In cases where deemed appropriate by the Contract Compliance Administrator, notification of a dispute by the affected DBE or prime contractor may lead to the withholding of final contract payouts until the City receives a copy of the final arbitration decision. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including those contained in a subcontract, suborder or communicated orally between a contractor and a DBE.

B. If requested by the DBE, the DBE has the right to arbitrate. A DBE desiring to arbitrate must contact the contractor in writing to initiate the arbitration process. Except as otherwise agreed to in writing by the affected parties, subject to the limitation contained in the last sentence of the previous paragraph, within 10 days of the contractor receiving notification of the intent to arbitrate from the DBE the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 1840, Chicago, Illinois 60601-7601. [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the DBE; the arbitrator, however, is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing DBE.

D. The DBE must send the City a copy of the "Demand for Arbitration" within 10 days after it is filed with the AAA. The DBE also must send the City a copy of the decision of the arbitrator within 10 days of receiving the decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### **1.13. Prime Contractor Assistance**

Prime contractors should themselves assist DBEs in overcoming barriers to program participation. The following instruments of assistance, for example, should be used as applicable:

- Developing solicitations of sub-contract bids so as to increase potential DBE participation. This can take the form of breaking down large subcontracts into smaller ones, and of issuing notice of solicitations in a timely manner.
- Providing technical assistance and guidance in the bidding, estimating and scheduling processes.

- Considering purchasing supplies and/or leasing the required equipment for a job, then subcontracting only for the expertise required to perform the work.
- Providing accelerated payments or establishing pro-rated payment and delivery schedules so as to minimize cash flow problems faced by small firms.
- Providing, waiving or reducing subcontractor bonding requirements; allowing stage bonding (bonding carried over from one project stage to the next).
- Providing a pre-bid conference for potential sub-contractors.

In addition to the employment of DBEs, the bidder/proposer should consider the utilization of DBEs in fields indirectly related to the contract, such as banking, office equipment sales, vehicles sales, mechanical repair, legal and accounting services, building security, graphics and advertising, etc.

#### **1.14. Record Keeping**

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs, retaining these records for a period that is the longer of five years or as required by relevant retention schedules after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U. S. Department of Justice, or any duly authorized representatives thereof.

#### **1.15. DBE Financial Institutions**

As of January 2014 Illinois has only one certified DBE financial institution, Seaway National Bank.

Other Minority and/or Female Owned Institutions:

- Banco Popular
- First Commercial Bank
- Illinois Federal Savings Bank

#### **1.16. Assistance Agencies**

Small business guaranteed loans, surety bond guarantees; 8(a) certification:

U. S. Small Business Administration  
500 W. Madison Street, Suite 1250  
Chicago, Illinois 60601  
Attention: Robert Conner  
(312)353-4528

S.B.A. Bond Guarantee Program/Surety Bonds  
500 W. Madison Street, Suite 1250  
Chicago, Illinois 60601  
(312)353-7331

S.B.A. Procurement Assistance  
500 W. Madison Street, Suite 1250  
Chicago, Illinois 60601  
Attention: Robert P. Murphy, Assistant Regional Administrator  
(312)744-1895

City of Chicago Web site:

[www.cityofchicago.org/purchasing](http://www.cityofchicago.org/purchasing)

Information on DBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Supplier  
Development Council, Inc.  
1040 Avenue of the Americas – 2nd Floor  
New York, New York 10018  
Attention: Harriet R. Michel  
(212)944-2430

Chicago Minority Business Development Council  
11 South LaSalle Street – Suite 850

Chicago, Illinois 60603  
Attention: Tracye Smith  
(312)263-0105

**1.17. Equal Employment Opportunity**

Compliance with DBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in this contract and as they relate to prime contractor and subcontractor obligations.

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

<b>51<sup>st</sup> Street Business Association *</b> 220 E. 51 <sup>st</sup> Street Chicago, IL 60615 773-285-3401 773-285-3407 <a href="mailto:the51ststreetbusinessassociation@yahoo.com">the51ststreetbusinessassociation@yahoo.com</a> <a href="http://www.51stStreetChicago.com">www.51stStreetChicago.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>African American Contractors Association – AACA *</b> P.O. Box #19670 Chicago, IL 60619 312-915-5960 <a href="mailto:aacanatlassoc@gmail.com">aacanatlassoc@gmail.com</a> <a href="http://www.aacanatl.org">www.aacanatl.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Angel of God Resource Center, Inc. *</b> 14527 S. Halsted Riverdale, IL 60827 708-392-9323 708-880-0121 <a href="mailto:info.aogrc@gmail.com">info.aogrc@gmail.com</a> <a href="http://www.angelofgodresourcecenter.org">www.angelofgodresourcecenter.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Association of Asian Construction Enterprises (AACE) *</b> 712 W. Root Street Chicago, IL 60609 312-595-2010 <a href="mailto:admin@aacechicago.com">admin@aacechicago.com</a> <a href="http://www.aacechicago.com">www.aacechicago.com</a> Maintains list of certified firms: Yes Provides training for businesses: No
<b>Austin African American Business Networking Assoc.</b> 5820 W. Chicago Ave. Chicago, IL 60651 773-626-4497 <a href="mailto:info@aaabna.org">info@aaabna.org</a> <a href="http://www.aaabna.org">www.aaabna.org</a> Maintains list of certified firms: No Provides training for businesses: Yes	<b>Better Business Bureau of Chicago/Northern Illinois</b> 330 N Wabash, Suite 3120 Chicago, IL 60611 312 832-0500 <a href="mailto:tjohnson@chicago.bbb.org">tjohnson@chicago.bbb.org</a> <a href="http://www.bbb.org/chicago">www.bbb.org/chicago</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Black Contractors Owners and Executives *</b> 7811 S. Stony Island Ave. Chicago, IL 60649 773-346-5658 773-346-5659 <a href="mailto:admin@bcoeChicago.org">admin@bcoeChicago.org</a> <a href="http://www.bcoeChicago.org">www.bcoeChicago.org</a> Maintains list of certified firms: No Provides training for businesses: No	<b>Black Contractors United *</b> 12000 S. Marshfield Ave. Calumet Park, IL 60827 708-389-5730 708-389-5735 <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>BOP Project 5000 NFP</b> 644 E. 79 <sup>th</sup> Street Chicago, IL 60619 773-891-5939 773-304-1903 <a href="mailto:bopbizcenter@gmail.com">bopbizcenter@gmail.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Business Leadership Council *</b> 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 312-628-7844 312-628-7846 <a href="mailto:Avis.I@businessleadershipcouncil.org">Avis.I@businessleadershipcouncil.org</a> <a href="http://www.businessleadershipcouncil.org">www.businessleadershipcouncil.org</a> Maintains list of certified firms: Yes Provides training for businesses: No

*\*Prime Contractors should contact agency with subcontracting opportunities to connect certified firms.*

<b>Chatham Business Association Small Business Dev. *</b> 800 E. 78 <sup>th</sup> Street Chicago, IL 60619 773-994-5006 773-855-8905 <a href="mailto:admin@cbaworks.org">admin@cbaworks.org</a> <a href="http://www.cbaworks.org">www.cbaworks.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Chicago Minority Supplier Development Council Inc. *</b> 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 312-755-8880 312-755-8890 Fax <a href="mailto:cjordan@chicagomsgdc.org">cjordan@chicagomsgdc.org</a> <a href="http://www.chicagomsgdc.org">www.chicagomsgdc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Chicago Urban League *</b> 4510 S. Michigan Ave. Chicago, IL 60653 773-285-5800 <a href="mailto:ijohnson@chiul.org">ijohnson@chiul.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Chicago Women in Trades (CWIT)</b> 2444 W. 16 <sup>th</sup> Street Chicago, IL 60608 312-942-1444 Jayne Vellinga, Executive Director <a href="mailto:jvellinga@cwit2.org">jvellinga@cwit2.org</a> <a href="http://www.chicagowomenintrades2.org">www.chicagowomenintrades2.org</a> Maintains list of certified firms: No Provides training for businesses: Yes
<b>Contractor Advisors Business Development Corp. *</b> 1507 E. 53 <sup>rd</sup> Street, Suite 906 Chicago, IL. 60615 312-436-0301 <a href="mailto:info@contractoradvisors.us">info@contractoradvisors.us</a> <a href="http://www.contractoradvisors.us">www.contractoradvisors.us</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Cosmopolitan Chamber of Commerce</b> 1631 S. Michigan Avenue Unit 101 Chicago, IL. 60616 312-971-9594 <a href="mailto:eroper@cosmochamber.org">eroper@cosmochamber.org</a> <a href="http://www.cosmochamber.org">www.cosmochamber.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Council of Black Architecture and Engineering Companies (Formally NOME)*</b> 1 South Wacker, Suite 2650 Chicago, IL 60606 312-960-1239 <a href="mailto:msutton@infrastructure-eng.com">msutton@infrastructure-eng.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Do For Self Community Development Co. *</b> 8659 S. Ingleside Ave., Chicago, IL 60619 773-356-7661 <a href="mailto:dennis@doforself.org">dennis@doforself.org</a> <a href="http://www.doforself.org">www.doforself.org</a> Maintains list of certified firms: No Provides training for businesses: Yes
<b>Elite Service Disabled Veteran Owned Business Network</b> 420 Lake Cook Rd, Ste 104 Deerfield, IL 60015 847-453-8890 <a href="mailto:iscifers@scigon.com">iscifers@scigon.com</a> <a href="http://www.elitesdvob.org">www.elitesdvob.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Far South Community Development Corporation</b> 9923 S. Halsted Street, Suite D Chicago, IL 60628 773-941-4833 773-941-5252 <a href="mailto:lacy@farsouthcdc.org">lacy@farsouthcdc.org</a> <a href="http://www.farsouthcdc.org">www.farsouthcdc.org</a> Maintains list of certified firms: No Provides training for businesses: Yes
<b>Federation of Women Contractors *</b> 4210 W. Irving Park Road, Chicago, IL 60641 312-360-1122 <a href="mailto:info@fwcchicago.com">info@fwcchicago.com</a> <a href="http://www.fwcchicago.com">www.fwcchicago.com</a> Maintains list of certified firms: Yes Provides training for businesses: No	<b>Fresh Start Home Community Development Corp.</b> 5168 S. Michigan Avenue, 4N Chicago, IL 60615 773-312-3797 855-270-4175 <a href="mailto:Info@FreshStartNow.us">Info@FreshStartNow.us</a> <a href="http://www.FreshStartNow.us">www.FreshStartNow.us</a> Maintains list of certified firms: Yes Provides training for businesses: Yes

*\*Prime Contractors should contact agency with subcontracting opportunities to connect certified firms.*

<b>Greater Southwest Development Corporation</b> 2601 W. 63 <sup>rd</sup> Street Chicago, IL 60629 773-362-3373 <a href="mailto:c.james@greatersouthwest.org">c.james@greatersouthwest.org</a> <a href="http://www.greatersouthwest.org">www.greatersouthwest.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Hispanic American Construction Industry Association (HACIA) *</b> 650 W. Lake St., Unit 415 Chicago, IL 60661 312-575-0389 312-575-0389 <a href="mailto:perez@haciaworks.org">perez@haciaworks.org</a> <a href="http://www.haciaworks.org">www.haciaworks.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>HIRE360</b> 2301 S Lake Shore Drive, Lakeside Center Chicago, IL 60616 312 575-2500 <a href="mailto:info@HIRE360Chicago.com">info@HIRE360Chicago.com</a> <a href="http://www.HIRE360Chicago.com">www.HIRE360Chicago.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Illinois Black Chamber of Commerce Corporation</b> 875 N. Michigan Avenue, Suite 3100 Chicago, Illinois 60610 312 794-7765 <a href="mailto:siri.hibbler@illinoisblackchamberofcommerce.com">siri.hibbler@illinoisblackchamberofcommerce.com</a> <a href="http://www.illinoisblackchamberofcommerce.com">www.illinoisblackchamberofcommerce.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Illinois Hispanic Chamber of Commerce *</b> 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 312-425-9500 <a href="mailto:info@ihccbbusiness.net">info@ihccbbusiness.net</a> <a href="http://www.ihccbbusiness.net">www.ihccbbusiness.net</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Illinois State Black Chamber of Commerce *</b> 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 309-740-4430 309-672-1379 <a href="mailto:finance@ILBCC.org">finance@ILBCC.org</a> <a href="http://www.ilbcc.org">www.ilbcc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>JLM Business Development Center*</b> 2622 W. Jackson Boulevard Chicago, IL 60612 773-826-3064 773-359-4021 Fax <a href="mailto:lady930@prodigy.net">lady930@prodigy.net</a> <a href="http://www.jlmcenter.org">www.jlmcenter.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>LGBT Chamber of Commerce of Illinois *</b> 3179 N. Clark St., 2nd Floor Chicago, IL 60657 773-303-0167 773-303-0168 <a href="mailto:admin@lgbtcc.com">admin@lgbtcc.com</a> <a href="http://www.lgbtcc.com">www.lgbtcc.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Native American Chamber of Commerce of Illinois</b> 100 N. Riverside Plaza, Suite 1670 Chicago, IL 60606 630-926-1700 <a href="mailto:info@nacc-il.org">info@nacc-il.org</a> <a href="http://www.nacc-il.org">www.nacc-il.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>NDIGO Foundation</b> 329 W. 18 <sup>th</sup> Street, Ste 613 Chicago, IL 60616 312-264-6272 <a href="mailto:hhartman@ndigo.com">hhartman@ndigo.com</a> <a href="http://www.ndigo.com">www.ndigo.com</a> Maintains list of certified firms: No Provides training for businesses: Yes
<b>Rainbow/PUSH Coalition *</b> 930 E. 50 <sup>th</sup> Street Chicago, IL 60615 773-255-9067 773-256-2768 <a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a> <a href="http://www.rainbowpush.org">www.rainbowpush.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>RTW Veteran Center *</b> 7415 E. End, Suite 120 Chicago, IL 60649 800-974-2808 866-873-2494 Fax <a href="mailto:rtwvetcenter@yahoo.com">rtwvetcenter@yahoo.com</a> <a href="http://www.rtwvetcenter.org">www.rtwvetcenter.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes

<b>South Shore Chamber, Inc. *</b> 1750 E. 71 <sup>st</sup> Street Chicago, IL 60649-2000 773-955- 9508 773-955-9554 Tonya Trice, Executive Director <a href="mailto:info@southshorechamberinc.org">info@southshorechamberinc.org</a> <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Sustainable Options for Urban Living, Inc. (SOUL)</b> 11603 S. Throop Street Chicago, IL 60643 773-250-1770 Ext 702 773 250-1770 <a href="mailto:Cyndi@soul-program.com">Cyndi@soul-program.com</a> <a href="http://www.soul-program.com">www.soul-program.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>The Monroe Foundation</b> 1547 South Wolf Road Hillside, Illinois 60162 773-315-9720 <a href="mailto:omonroe@themonroefoundation.org">omonroe@themonroefoundation.org</a> <a href="http://www.themonroefoundation.org">www.themonroefoundation.org</a> Maintains list of certified firms: No Provides training for businesses: Yes	<b>Turn 2 Growth</b> 15475 S. Park South Holland, IL 60473 708-913-4700 <a href="mailto:info@turn2growth.org">info@turn2growth.org</a> <a href="http://www.turn2growth.org">www.turn2growth.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>US Minority Contractors Association, Inc. *</b> 1250 S. Grove Ave. Suite 200 Barrington, IL 60010 847-352-5010 847-382-1787 <a href="mailto:larry.bullock@usminoritycontractors.org">larry.bullock@usminoritycontractors.org</a> <a href="http://www.USMinorityContractors.org">www.USMinorityContractors.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Women's Business Development Center *</b> 8 S. Michigan Ave., Suite 400 Chicago, IL 60603 312-853-3477x220 312-853-0145 <a href="mailto:edimenco@wbdc.org">edimenco@wbdc.org</a> <a href="http://www.wbdc.org">www.wbdc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Women Construction Owners &amp; Executives (WCOE) *</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 708-366-1250 <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a> <a href="http://www.wcoeusa.org">www.wcoeusa.org</a> Maintains list of certified firms: Yes Provides training for businesses: No	

*\*Prime Contractors should contact agency with subcontracting opportunities to connect certified firms.*

**ATTACHMENT B**  
**(On Bidder/Proposer's Letterhead)**

**RETURN RECEIPT REQUESTED**

(Date) \_\_\_\_\_

Re: Specification \_\_\_\_\_  
Description: \_\_\_\_\_

(Assist Agency Name and Address)

Dear \_\_\_\_\_:

(Bidder/Proposer) \_\_\_\_\_ intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due on \_\_\_\_\_.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged Business Enterprise (“DBE”) contract goal. If you are aware of any DBE firms that would be capable of performing in any of the above-identified areas, please contact:

\_\_\_\_\_ at \_\_\_\_\_  
Name of Company Representative Address/phone

within (10) ten working days of receipt of this letter.

**Due to our inability to identify an appropriate DBE firm(s) certified by the Illinois Unified Certification Program (“IL UCP”) to participate as a subcontractor or joint venture partner on this project, a request for the waiver of the contract goals will be submitted.** Written comments on (Bidder/Proposer’s) waiver request may be directed within fifteen (15) working days of your receipt of this letter to:

Shannon E. Andrews  
Chief Procurement Officer  
Department of Procurement Services  
City of Chicago  
121 N. LaSalle Street, Room 806  
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_



## SCHEDULE B: Affidavit of DBE/Non-DBE Joint Venture (FTA, FHWA and FAA Funded Contracts)

Note: If all joint venturers are DBEs, a written joint venture agreement between the DBE venturers may be submitted in lieu of this form. In all proposed joint ventures, each DBE venturer must submit a copy of its current Letter of Certification.

ALL INFORMATION REQUESTED BY 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, ADDITIONAL SHEETS MAY BE ATTACHED.

- I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
\_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_
- II. Identify each non-DBE venturer(s): \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning DBE compliance: \_\_\_\_\_
- III. Identify each non-DBE venturer(s): \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning DBE compliance: \_\_\_\_\_
- IV. Describe the role(s) of the DBE venturer(s) in the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- V. Attach a copy of the joint venture agreement. In order to demonstrate the DBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces; (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
- A. What are the percentage(s) of DBE ownership of the joint venture?  
DBE ownership percentage(s) \_\_\_\_\_  
Non-DBE ownership percentage(s) \_\_\_\_\_
- B. Specify DBE 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: \_\_\_\_\_

## SCHEDULE B: Affidavit of DBE/Non-DBE Joint Venture

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

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

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5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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- 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:

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

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

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- D. Acquisition of lines of credit:

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

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- F. Negotiating and signing labor agreements:

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

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

## SCHEDULE B: Affidavit of DBE/Non-DBE Joint Venture

### 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 their 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-DBE firm, the DBE firm, or the joint venture.

Trade	Non-DBE Firm (number of employees)	DBE (number of employees)	Joint Venture (number of employees)

Note: 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-DBE (number) \_\_\_\_\_ Currently employed by DBE \_\_\_\_\_
- 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:  
\_\_\_\_\_

[illegible]

## SCHEDULE B: Affidavit of DBE/Non-DBE 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 which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If there are any changes in the information submitted after filing this Schedule B and before the completion of the joint venture's work on the project, 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 DBE Partner Firm	_____ Name of Non-DBE 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 to 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 Expire: \_\_\_\_\_ (SEAL)

**SCHEDULE C**  
DBE Letter of Intent to  
Perform as a Subcontractor or Supplier

**FOR  
CONSTRUCTION  
PROJECTS ONLY**

Project Name: \_\_\_\_\_ Specification No.: \_\_\_\_\_

From: \_\_\_\_\_  
 (Name of DBE Firm)

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

The DBE status of the undersigned is confirmed by the attached City of Chicago or Illinois Uniform Certification Program Certification Letter.

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 DBE proposed scope of work and/or payment schedule, attach additional sheets as necessary:

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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>

Grand Total: \$ \_\_\_\_\_

**Partial Pay Items**

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

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Grand Total: \$ \_\_\_\_\_

**SUB-SUBCONTRACTING LEVELS**

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

\_\_\_\_\_ % of the dollar value of the DBE subcontract that will be subcontracted to non-DBE contractors.

\_\_\_\_\_ % of the dollar value of the DBE subcontract that will be subcontracted to DBE contractors.

**NOTICE: If any of the DBE 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.**

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.

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

\_\_\_\_\_  
 (Signature of President/Owner/CEO or Authorized Agent of DBE) (Date)

\_\_\_\_\_  
 (Name/Title-Please Print)

\_\_\_\_\_  
 (Email & Phone Number)

**SCHEDULE D**  
**Affidavit of Prime Contractor**  
**Regarding Disadvantaged Business Enterprises (DBEs)**  
 (FTA/FHWA and FAA Funded Projects)

Project Name: \_\_\_\_\_

Department Project No.: \_\_\_\_\_

Specification No.: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) :ss  
 County (City) of \_\_\_\_\_ )

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the  
 \_\_\_\_\_ and duly authorized representative of  
 (Title of Affiant)

\_\_\_\_\_  
 (Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in and submitted with the attached Schedules of Disadvantaged Business Enterprises (DBE), Schedule Cs and Schedule Bs (if applicable), being such information.

<b>Names of DBE Firms</b>	<b>Type of Work to be Performed (in accordance with Schedule Cs)</b>	<b>Credit Toward DBE Goal</b>
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

**Total DBE Credit: \$** \_\_\_\_\_

**Schedule D: Affidavit of Prime Contractor Regarding DBE (FTA/FHWA/FAA Funded Projects)**

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.

The undersigned will enter into formal agreements with all listed DBE firms for work as indicated by this Schedule D and accompanying Schedules, and will enter into such agreements within five (5) business days after receipt of the contract executed by the City of Chicago. Copies of each signed subcontract, purchase order, or other agreement will be submitted to the Department of Procurement Services so as to assure receipt within ten (10) business days after Award.

The Prime Contractor designates the following person as their DBE Liaison Officer:

\_\_\_\_\_  
(Name, Please Print or Type) \_\_\_\_\_  
(Phone)

Email Address: \_\_\_\_\_

Fax#: \_\_\_\_\_

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 of Affiant)

\_\_\_\_\_  
(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

Commission Expires: \_\_\_\_\_ (Seal)



## SCHEDULE F: Report of Subcontractor Solicitations (FHWA, FTA and FAA Funded Contracts)

Project Name: \_\_\_\_\_

Specification #: \_\_\_\_\_

I, \_\_\_\_\_ on behalf of \_\_\_\_\_

(Name of reporter)

(Prime contractor)

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 DBE and non-DBE subcontractors who bid or quoted price information on this contract:

Name of Subcontractor \_\_\_\_\_

Address of Subcontractor \_\_\_\_\_

Contact Person \_\_\_\_\_

Status: DBE Certified? \_\_\_\_\_ ☐ Yes ☐ No

Type of Work Solicited \_\_\_\_\_

Years in Business (if available) \_\_\_\_\_

Annual Gross Receipts (if available) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address of Subcontractor \_\_\_\_\_

Contact Person \_\_\_\_\_

Status: DBE Certified? \_\_\_\_\_ ☐ Yes ☐ No

Type of Work Solicited \_\_\_\_\_

Years in Business (if available) \_\_\_\_\_

Annual Gross Receipts (if available) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address of Subcontractor \_\_\_\_\_

Contact Person \_\_\_\_\_

Status: DBE Certified? \_\_\_\_\_ ☐ Yes ☐ No

Type of Work Solicited \_\_\_\_\_

Years in Business (if available) \_\_\_\_\_

Annual Gross Receipts (if available) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address of Subcontractor \_\_\_\_\_

Contact Person \_\_\_\_\_

Status: DBE Certified? \_\_\_\_\_ ☐ Yes ☐ No

Type of Work Solicited \_\_\_\_\_

Years in Business (if available) \_\_\_\_\_

Annual Gross Receipts (if available) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address of Subcontractor \_\_\_\_\_

Contact Person \_\_\_\_\_

Status: DBE Certified? \_\_\_\_\_ ☐ Yes ☐ No

Type of Work Solicited \_\_\_\_\_

Years in Business (if available) \_\_\_\_\_

Annual Gross Receipts (if available)\_\_\_\_\_

Name of Subcontractor\_\_\_\_\_

Address of Subcontractor\_\_\_\_\_

Contact Person\_\_\_\_\_

Status: DBE Certified?\_\_\_\_\_ ☐ Yes ☐ No

Type of Work Solicited\_\_\_\_\_

Years in Business (if available)\_\_\_\_\_

Annual Gross Receipts (if available)\_\_\_\_\_

Name of Subcontractor\_\_\_\_\_

Address of Subcontractor\_\_\_\_\_

Contact Person\_\_\_\_\_

Status: DBE Certified?\_\_\_\_\_ ☐ Yes ☐ No

Type of Work Solicited\_\_\_\_\_

Years in Business (if available)\_\_\_\_\_

Annual Gross Receipts (if available)\_\_\_\_\_

Name of Subcontractor\_\_\_\_\_

Address of Subcontractor\_\_\_\_\_

Contact Person\_\_\_\_\_

Status: DBE Certified?\_\_\_\_\_ ☐ Yes ☐ No

Type of Work Solicited\_\_\_\_\_

Years in Business (if available)\_\_\_\_\_

Annual Gross Receipts (if available)\_\_\_\_\_

Name of Subcontractor\_\_\_\_\_

Address of Subcontractor\_\_\_\_\_

Contact Person\_\_\_\_\_

Status: DBE Certified?\_\_\_\_\_ ☐ Yes ☐ No

Type of Work Solicited\_\_\_\_\_

Years in Business (if available)\_\_\_\_\_

Annual Gross Receipts (if available)\_\_\_\_\_

Name of Subcontractor\_\_\_\_\_

Address of Subcontractor\_\_\_\_\_

Contact Person\_\_\_\_\_

Status: DBE Certified?\_\_\_\_\_ ☐ Yes ☐ No

Type of Work Solicited\_\_\_\_\_

Years in Business (if available)\_\_\_\_\_

Annual Gross Receipts (if available)\_\_\_\_\_

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:\_\_\_\_\_

## DBE/MBE/WBE Utilization Report

**NOTICE: THIS REPORT IS NOT TO BE COMPLETED AT THE TIME OF BID OR PROPOSAL SUBMISSION. IF AWARDED A CONTRACT WITH AN APPROVED DBE/MBE/WBE PLAN, THE PRIME CONTRACTOR WILL BE REQUIRED TO SUBMIT THIS REPORT IN ACCORDANCE WITH THE REPORTING REQUIREMENTS STATED IN THE SPECIAL CONDITION REGARDING DISADVANTAGED OR MINORITY AND WOMEN BUSINESS ENTERPRISE COMMITMENT.**

Contract Administrator: \_\_\_\_\_

Specification No. \_\_\_\_\_

Phone No. \_\_\_\_\_

Purchase Order No. \_\_\_\_\_

Date of Award: \_\_\_\_\_

Utilization Report 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 Disadvantaged, Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each DBE/MBE/WBE sub-agreement and the amounts of money paid to each to date.

DBE/MBE/WBE Firm Name	Indicate Type of Firm (DBE/MBE/WBE)	Amount of Contract	Amount Paid To-Date
_____	_____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Amount Billed to City: \$ \_\_\_\_\_

Amount Paid to Prime Contractor: \$ \_\_\_\_\_

## DBE/MBE/WBE Utilization Report

For each DBE/MBE and/or WBE listed on this report, briefly describe the work or goods/services provided in relation to this contract. (Indicate line items, if applicable)

[illegible]

### DBE/MBE/WBE Utilization Report

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)

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBES AND WBES ON CONSTRUCTION CONTRACT  
**Status Report of DBE (Sub) Contract Payments**  
(FHWA, FTA and FAA Funded Contracts)

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 Disadvantaged Business Enterprises (DBEs) 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 stated; and that this is a full, true and complete statement of all such DBEs and of the amounts paid, due and to become due to them:

DBE NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

**TOTAL AMOUNT PAID TO DBEs TO DATE: \$** \_\_\_\_\_

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBES AND WBES ON CONSTRUCTION CONTRACT  
**STATUS REPORT OF DBE (SUB) CONTRACT PAYMENTS**

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)



**EXHIBIT A****DBE REQUIREMENT FOR BIDDER/PROPOSER LIST**

Pursuant to 49 CFR 26.11, The City is required to maintain a bidders list, consisting of all firms bidding or proposing on prime contracts and bidding or quoting subcontracts. The bidder/proposer is requested to provide a list of all DBE AND non-DBE subcontractors who bid or quote price information on this contract. Failure to cooperate may result in the bidder/proposer being deemed non-responsive in this and future bids. Bidder/proposer is requested to provide the following information:

Prime Contractor (Including all partners to a Joint Venture, if applicable)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Goods or Services: \_\_\_\_\_

Subcontractors (all DBE AND non-DBE subcontractors)

1. Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Address: \_\_\_\_\_
- City, State, Zip: \_\_\_\_\_
- Goods or Services: \_\_\_\_\_
2. Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Address: \_\_\_\_\_
- City, State, Zip: \_\_\_\_\_
- Goods or Services: \_\_\_\_\_

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBES AND WBES ON CONSTRUCTION CONTRACT**Exhibit A: DBE Requirement for Bidder/Proposer List**

3.	Name:	_____
	Address:	_____
	Address:	_____
	City, State, Zip:	_____
	Goods or Services:	_____
4.	Name:	_____
	Address:	_____
	Address:	_____
	City, State, Zip:	_____
	Goods or Services:	_____
5.	Name:	_____
	Address:	_____
	Address:	_____
	City, State, Zip:	_____
	Goods or Services:	_____
6.	Name:	_____
	Address:	_____
	Address:	_____
	City, State, Zip:	_____
	Goods or Services:	_____

*Attach Additional Pages as Needed*

**SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBES AND WBES ON CONSTRUCTION CONTRACT**

**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							

**SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBES AND WBES ON CONSTRUCTION CONTRACT**

		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)							
<b>TOTALS</b>							

REMARKS. \_\_\_\_\_

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signed \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_

My commission expires \_\_\_\_\_

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBES AND WBES ON CONSTRUCTION CONTRACT**CERTIFICATE REGARDING DEBARMENT AND SUSPENSION**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER  
REGARDING LOWER TIER PARTICIPANTS)**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

Business

Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_

Signature of Authorized Representative

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBES AND WBES ON CONSTRUCTION CONTRACT**CERTIFICATION REGARDING LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

The Contractor certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Business Name \_\_\_\_\_

Date \_\_\_\_\_ By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBES AND WBES ON CONSTRUCTION CONTRACT**CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or 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 that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or 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, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker 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 directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or 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 she or he will retain such certifications in his files.

Business

Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative\_\_\_\_\_  
Signature of Authorized Representative



**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.

<b>PRINCIPAL</b>		
PRINCIPAL NAME		<i>Corporate Seal</i>
PRINCIPAL SIGNATURE		
SIGNER'S NAME & TITLE		
DATE		
<b>SURETY</b>		
SURETY NAME		<i>Corporate Seal</i>
ATTORNEY-IN- FACT SIGNATURE		
ATTORNEY-IN- FACT NAME		
DATE		
<b>NOTARY</b>		
<p>STATE OF _____, COUNTY OF _____</p> <p>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.</p> <p>GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20 _____</p> <p style="text-align: center; margin-top: 20px;">_____ NOTARY PUBLIC</p>		

*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."

**\*RIDER ATTACHED  
CONTRACTORS 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,

S P E C I M E N

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

\*The attached rider is incorporated herein by reference.

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, judgments, cost 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 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 Chief Procurement Officer, 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 Chief Procurement Officer shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each 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 ability 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 judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, cost 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 in anywise result from any injuries to, or death of any person, or damage to any real or personal property, arising 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 judgment thereon, render 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 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 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 change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_(Seal)

\_\_\_\_\_  
**Chief Procurement Officer**

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Approved as to form and legality:

\_\_\_\_\_(Seal)

\_\_\_\_\_  
**Assistant Corporation Counsel**

\_\_\_\_\_(Seal)

(REV. 6/30/2000)

## **RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND**

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain Contract with the City of Chicago ("City") bearing Contract No. \_\_\_\_\_ and Specification No. \_\_\_\_\_ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

## **U.S. DEPARTMENT OF LABOR WAGE RATES**

For updates see website at

<https://www.gpo.gov/home-page/2017/01/27/davis-bacon-wage-determinations-now-online-at-gpo-access-free-of-charge>

SECTION 6  
CITY OF CHICAGO  
MULTI-PROJECT LABOR AGREEMENT



## **CITY OF CHICAGO**

### **MULTI-PROJECT LABOR AGREEMENT**

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; due to the size, Scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory, labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

- I. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person. firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft: union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint, Council No. 25. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided

that the total Project value exceeds \$25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other mob action upon the termination of an existing collective bargaining agreement, in no event shall any adverse mob action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.
5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.
6. Any contractor or subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.
8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph I above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.
9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.
10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.
11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including, the employers, contractors or subcontractors agree that a final and binding resolution of the dispute shall be resolved as follows:
  - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
  - b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council" which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

- c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph' "a" or "b" above the matter shall be immediately referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.
- 12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between 'this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.
- 13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counselor his/her designee.
- 14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed 'or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
- 15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective

bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City

believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".
18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.
19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

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Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of \_\_\_\_\_  
(Insert Name of Labor Organization)

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Its Duly Authorized Officer

## Signatory Unions

Boilermakers Local 1	Sign, Display, Pictorial Artists and Allied Workers Local 830
Bricklayers and Allied Crafts Local 21	
Ceramic Tile &Terrazzo	Plasters Local 5
Painters, Cleaners, Caulkers	
BAC Administrative Council #1 of IL	Plumbers Local 130
Chicago Regional Council of Carpenters <sup>1</sup>	United Union of Roofers, Waterproofers & Allied Workers Local #11
Carpenters local Union #13	
Cement Masons local 502	Sheet Metal Workers Local 73
IBEW, Local 134	Sprinkler Fitters Local 281
Elevator Constructors, Local 2	Teamsters Local 731
Operating Engineers, Local 150	Glaziers Local 27
Heat and Frost Insulators, Local 17	
Iron Workers District Council of Chicago and Vicinity	
Architectural Iron Workers, Local 63	
Bridge &Structural Iron Workers, Local 1	
Machinery Movers, Riggers & Machinery Erectors, Local 136	
Construction & General laborers' District Council of Chicago and Vicinity <sup>2</sup>	
Machinists, Local 126	
Painters' District Council No. 14	

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<sup>1</sup> Carpenters Local include: locals 1, 10, 13, 54, 58, 62, 74 (lathers), 80, 141, 181, 2n, 434, 578, 839, 1027, 1185, 1307, 1539, 1693 (Millwrights) - City of Chicago Local in Bold.

<sup>2</sup> Laborers Locals include: Locals One, 2, 4, 5, 6, 25, 76, 118, 225, 269, 1001, 1092 (City of Chicago Locals in Bold).



For appendices, please see website, as provided in the Agreement.