

**Mid-Sized Business Initiative
Bidding Restricted to Mid-Sized Local Business Enterprises**

**BOOK 2
INSTRUCTIONS AND EXECUTION DOCUMENTS**

PROJECT TITLE: 111th Street and Cottage Grove Improvements

CDOT PROJECT NO.: S-0-450

SPECIFICATION NO.: 1265409

CITY OF CHICAGO



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Issued by the
DEPARTMENT OF PROCUREMENT SERVICES

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CHIEF PROCUREMENT OFFICER

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All Signatures To Be Sworn To Before A Notary Public

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

BOOK 2 - INSTRUCTIONS AND EXECUTION DOCUMENTS

ADVERTISEMENT FOR BIDS

ATTACH
LEGAL
ADVERTISEMENT
HERE

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DOCUMENT SUBMITTAL CHECKLIST

This checklist is intended to assist you. Missing forms may invalidate your bid. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1.		Schedule of Prices
2.		Submit the Appropriate Proposal: Proposal To Be Completed By a Corporation (if applicable); or Proposal To Be Completed By A Partnership; or Proposal To Be Completed By a Joint Venture; or Proposal To Be Completed By a Sole Proprietor
3.		Affidavit of Uncompleted Work
4.		Department of Procurement Services Bid Bond
5.		Contractor's Affidavit Regarding Removal of all Waste Materials and Identification of All Legal Dump Sites
6.		Schedule B-7 – Affidavit of MSB Joint Venture
7.		Schedule C-7-P – MSB Letter of Intent to Perform as Prime Contractor
8.		Schedule C-7-S – MSB Letter of Intent to Perform as a Subcontractor or Supplier
9.		Schedule D-7 – Affidavit of Prime Contractor Regarding MBI Compliance Plan
10.		Affidavit of Mid-Sized Business Status (if Applicable)
11.		Schedule B – MBE/WBE Affidavit of Joint Venture (If Applicable)
12.		Schedule C – MBE/WBE Letter of Intent to Perform as a Subcontractor or a Supplier (If Applicable)
13.		Schedule D – Compliance Plan Regarding MBE and WBE Utilization (If Applicable)
14.		Schedule F – Report of Subcontractor Solicitations (If Applicable)
15.		Schedule H – Documentation of Good Faith Efforts (If Applicable)
16.		City of Chicago On-Line Economic Disclosure Statement and Affidavit and Appendix A
17.		Affidavit of Chicago Business (If Applicable)
18.		Affidavit re Alternatively Powered Vehicle Bid Incentive (If Applicable)
19.		Veteran-Owned Small Local Businesses and Eligible Joint Ventures Affidavit (if applicable)
20.		Bidder's Commitment to Utilize Veteran-Owned Subcontractors Affidavit (if applicable)
21.		Bidder's Commitment to Utilize Apprentices that are Graduates of Chicago Schools (if applicable)
22.		Request to Apply Bid Incentive: Chicago Graduates Apprentice Utilization (MCC 2-92-335) (if applicable)
23.		Bidder's Commitment to Utilize Returning Resident Apprentices (if applicable)
24.		Request to Apply Bid Incentive: Returning Resident Apprentice Utilization (MCC 2-92-336) (if applicable)
25.		Mentoring Program Bid Preference Affidavit (if applicable)
26.		Bidder's Commitment to Utilize Business Enterprises Owned by People With Disabilities (BEPD) (if applicable)
27.		Sexual Harassment Policy Affidavit (2-92-612)
28.		Project Area Subcontractor Utilization Incentive (if applicable)
29.		Bidder's Commitment to Encourage Diverse Management And Workforce (MC 2-92-407) (if applicable)

SECTION ONE

PROJECT INFORMATION

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

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

111th Street and Cottage Grove Improvements

CDOT Project Number: S-0-450

Specification: 1265409

all in accordance with Contract Documents set forth below.

Please note that this project included within the City’s Mid-Sized Business Initiative. Bidding is limited to Mid-Sized (Local) Business Enterprises as defined in Section XXIV.B.12-14 of Book 1 of this Invitation for Bids for Specification (#).

General Description of Work

The work for which proposals are invited consists of corridor improvements on 111th St, Cottage Grove Ave. to Doty Ave. and Cottage Grove Ave, 108th St. to 111th St. This includes but is not limited to asphalt surface removal, full-depth removal of existing roadway pavement, sidewalk removal, driveway pavement removal, concrete curb and gutter removal, excavation, granular sub-base, P.C.C. base course, HMA binder and surface course, combination curb and gutter, concrete sidewalk, ADA sidewalk ramps, P.C.C. driveway pavement, P.C.C. raised crosswalks, pedestrian refuge islands, bus boarding islands, catch basin and sewer lateral replacement, adjustment of existing drainage and utility structures, new street lighting, topsoil sodding, new parkway trees and planters, signage, and pavement markings and traffic signal improvements including all appurtenant work and accessories, to the complete satisfaction of, approval and acceptance by the City.

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

Fund Source: City

Bid Deposit: 5% of Total Base Bid

MBE/WBE/VBE Participation Goal: MBE: 30% WBE: 10% VBE: 1%

Award of Contract

Proposals will be compared based on the **Award Criteria Figure**, correctly computed, and a contract, if awarded, will be awarded to the lowest responsive and responsible bidder, in the amount of the Total Base Bid.

The City reserves the right to check all calculations and to correct all extensions in case of error.

Inspection of Site

The Bidder is expected to inspect the site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to a failure of the bidder to inspect the site.

Pre Bid Conference

A pre bid conference will be held at the date, time and location indicated in the advertisement for bids. All interested parties are **strongly encouraged** to attend. The City may answer questions or clarify the terms of the bid documents at the conference. Written answers may be provided following the conference. Questions and requests for clarification may be submitted in writing, or may be raised at the conference; however, verbal questions and requests for clarification will be accepted only at the conference. All written questions or requests for clarification

Project Information

must be sent by mail or fax at 312-744-9687, and directed to the attention of the Contract Administrator, Department of Procurement Services, Room 806 of City Hall, 121 N. LaSalle, Chicago IL 60602. The City will not accept any questions for the ten (10) day period preceding the bid opening date.

On-Line EDS

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

ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

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

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

ONLINE EDS WEB LINK

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

Project Area Participation Goal: 7.5%

Pursuant to Municipal Code Section 2-92-330 the City has established that the Project Area for this contract will include Community Area(s) 49,50,51,53,54 as indicated on the map(s) incorporated herein. See following page for Project Area Definition map.

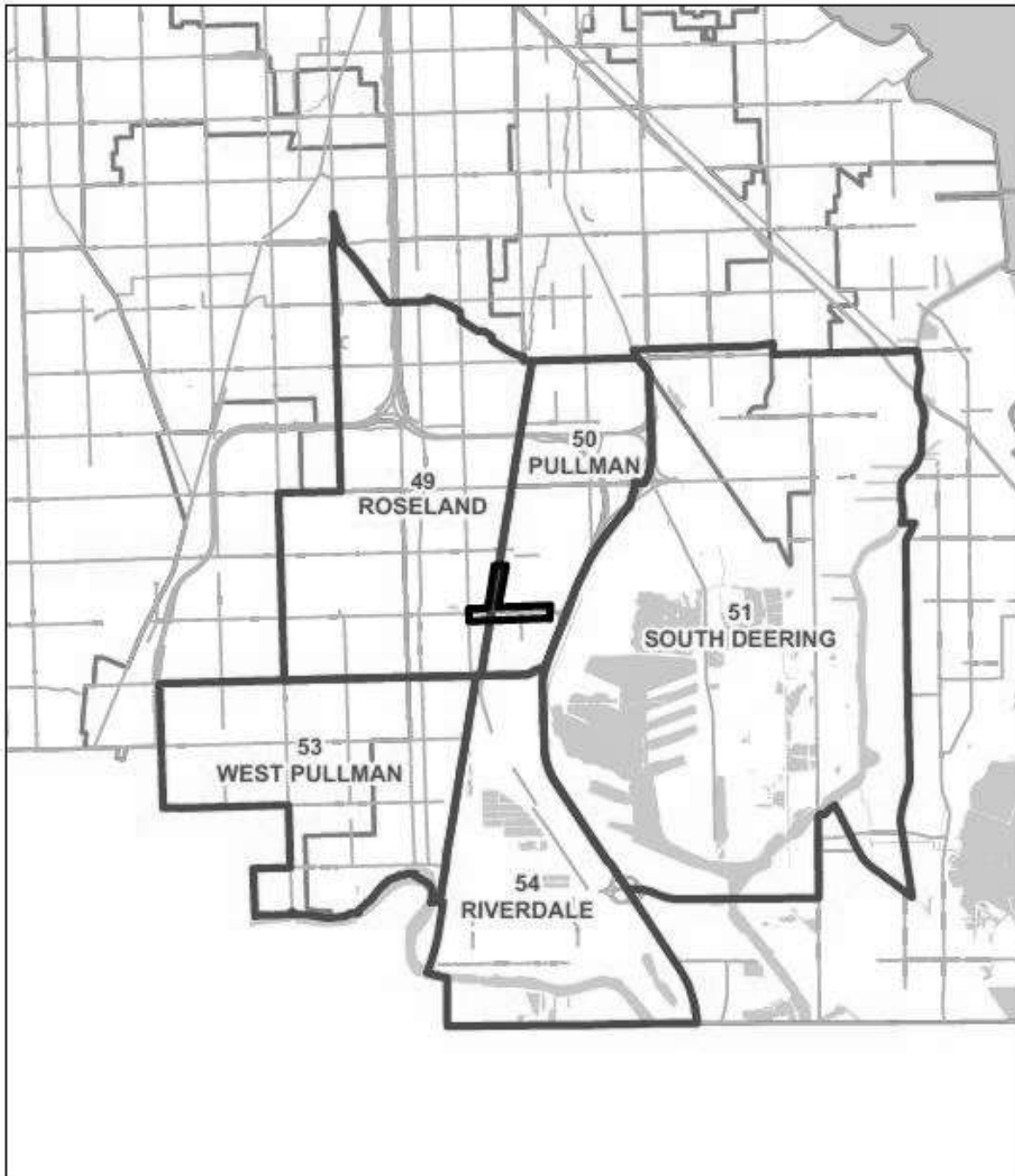
Project Information

Community Areas Map

111th, MLK to Doty
Cottage Grove, 108th to 111th
S-0-450

Legend

-  Project Area
-  Selected Community Areas
-  Community Area Boundaries
-  Ward Boundaries



Project Information

INSURANCE REQUIREMENTS- REVISED **Chicago Department of Transportation** **Cottage Grove Avenue and 111th Street Improvements**

A. INSURANCE REQUIRED

Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and during the time period following expiration if Consultant is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage shall include but not be limited to: United States Long Shore and Harbor Worker Jones Act, alternate employer and voluntary compensation endorsement, when applicable.

Consultant 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 \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Consultant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Consultant 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)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Consultant with limits of not less than \$1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insureds on a primary, non-contributory basis.

Consultant 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 \$4,000,000 per

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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. 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.

Consultant 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 Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include but not be limited to 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 Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of Five (5) years.
- 6) Valuable Papers
When any plans, designs, drawings, media, data, specifications, reports, records, books, files and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.
- 7) Railroad Protective Liability
When any work is to be done adjacent to or on railroad or transit property, Consultant must provide, with respect to the operations that Consultant or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

A certified copy of the Railroad Protective policy is to be submitted to:

Chicago Transit Authority (CTA), ATTN: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60601.

An Insurance binder will be accepted until such time the policy is submitted.

B. Additional Requirements

Evidence of Insurance. Consultant must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. 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 Consultant, 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. Consultant must advise all insurers of the Agreement

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provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Consultant for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Consultant to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility nor does it relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consultant 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 Consultant.

Waiver of Subrogation. Consultant hereby waives its rights and its insurer(s)' rights of 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 Agreement. Consultant 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 Consultant's insurer(s).

Consultants Insurance Primary. All insurance required of Consultant under this Agreement shall be endorsed to state that Consultant's insurance policy is primary and not contributory with any insurance carrier by the City.

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

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

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

Insurance and Limits Maintained. If Consultant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Consultant 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 Consultant. If Consultant desires additional coverages, the Consultant will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Consultant shall name the Subcontractor(s) as a named insured(s) under Consultant's insurance or Consultant will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Consultant. Consultant shall determine if Subcontractor(s) must also provide

Proposal Pages

any additional coverage or other coverage outlined in Section A, Insurance Required. Consultant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Consultant 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, Consultant 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 Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility.

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

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INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____

 (City) (State) (Zip)

Specification #: _____
 RFP: _____
 Project#: _____
 Contract#: _____

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

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

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

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

Proposal Pages

Name and Address of Certificate Holder and
Recipient of Notice
Certificate Holder/Additional Insured

City of Chicago
Department of Procurement Services
121 N. LaSalle St., #806
Chicago, IL 60602

Signature of Authorized Rep.:

Agency/Company:

Address:

Telephone: _____

For City use only

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

Address: _____

ZIP Code: _____

Attention: _____

Proposal Pages

PROPOSAL PAGES

Schedule of Prices

PROPOSAL

The undersigned proposes to construct

111TH STREET AND COTTAGE GROVE AVENUE IMPROVEMENTS

CDOT PROJECT NUMBER: S-0-450

SPECIFICATION: 1265409

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

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

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

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

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

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

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

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

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

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

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

Further, the undersigned declares that he has filled in the required percentages in the "Award Criteria" Determination forms.

Schedule of Prices

TIME OF COMPLETION

It is understood and agreed that TIME IS OF THE ESSENCE IN THIS CONTRACT, and the Contractor agrees to begin actual work covered by this Contract after notification by the Commissioner to commence work and to prosecute the same with all due diligence so as to complete the entire work under the Contract within **350 calendar days** from the issuance of Notice to Proceed. It is understood that “Completion” shall mean completion to the point of acceptance by the Commissioner, i.e. substantial completion/beneficial occupancy.

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

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

PROJECT MILESTONES

MILESTONE 1

Submit CPM schedule, traffic control plan, and the name of the traffic control and roadway signage subcontractor within **fifteen (15) calendar days** after issuance of Notice to Proceed. Schedule must include submittal dates for shop drawings, material product data, architectural or material samples, traffic control plan, request for inspection sheets, and completion of work. The schedule must conform to requirements as outlined in Book 1. Any submittal that, in the sole opinion of the Commissioner, is not complete and in proper form will be returned without review and the requirements for this milestone will be deemed not met.

MILESTONE 2

A revised CPM schedule is due within **five (5) calendar days** from issuance of comments from City until accepted by the City.

MILESTONE 3

Submit all shop drawings within **thirty (30) calendar days** after issuance of Notice to Proceed. Include material product data and architectural or material samples as required by the specifications. Shop drawings must conform to requirements as outlined in Book 1. Duplicates or reproductions of Contract documents must not be submitted as shop drawings. Any submittal that, in the sole opinion of the Commissioner, is not complete or in proper form will be returned without review and the requirements of this milestone will be deemed not met. Submittals returned to the contractor marked ‘Revise and Resubmit’ will be subject to liquidated damages if re-submittals do not meet requirements described in Book 1.

MILESTONE 4

Revised shop drawings are due within **ten (10) calendar days** from issuance of comments from City until accepted by the City.

Within **ten (10) calendar days** from issuance of “Light Pole shop drawings reviewed without comment” from City, Contractor shall provide written confirmation from Light Pole manufacturer that lighting element procurement has been finalized with an included “earliest available light pole delivery date”.

MILESTONE 5

Begin work ON SITE within **thirty (30) calendar days** after issuance of Notice to Proceed, or as directed by the Commissioner.

MILESTONE 6

Submit all requests for inspection of plant material no later than **sixty (60) calendar days** before the end of each of the planting seasons as described in Book 3. The applicable planting season will be based on the CPM schedule submitted in Milestone 1 and as described in Book 3.

Schedule of Prices

MILESTONE 7

Substantial completion of all work must be achieved within **three hundred fifty (350) calendar** after issuance of Notice to Proceed, excluding the Winter Shutdown days.

MILESTONE 8

The Contractor has **thirty (30) calendar days** from date of issuance of “Punch List” to complete all punch list items.

MILESTONE 9

Submittal of mylar and digital as-built drawings within **thirty (30) calendar days** from issuance of Notice of Substantial Completion. Contractor will be given digital drawings from which to produce mylars and digital drawings, as detailed in Book 1, Section V, Sub-Section E, Record Drawings.

MILESTONE 10

All work associated with Winter Shutdown must be completed by the Wednesday before Thanksgiving, or as directed by the Commissioner. Winter shutdown will include securing the site for holiday pedestrian and vehicular traffic and the removal of all vehicle and pedestrian temporary traffic controls and concrete barriers. It will also include but is not limited to completing the resurfacing, sidewalk, driveways, signage, and pavement markings. The entire project site will be secured to the satisfaction of the Commissioner at no additional cost to the City. Items exempt from this milestone include temperature sensitive material. On-site work may not begin again until March 1 of the following year unless otherwise authorized by the Commissioner.

PUNCH LIST TIME OF COMPLETION

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

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

LIQUIDATED DAMAGES

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

Schedule of Prices

Completion of all Work: \$6,775.00 PER CALENDAR DAY

Completion of "Punch List" Work: \$6,775.00 PER CALENDAR DAY

MILESTONE 1:	\$ 6,775.00 per calendar day
MILESTONE 2:	\$ 6,775.00 per calendar day
MILESTONE 3:	\$ 6,775.00 per calendar day
MILESTONE 4:	\$ 6,775.00 per calendar day
MILESTONE 5:	\$ 6,775.00 per calendar day
MILESTONE 6:	\$ 6,775.00 per calendar day
MILESTONE 7:	\$ 6,775.00 per calendar day
MILESTONE 8:	\$ 6,775.00 per calendar day
MILESTONE 9:	\$ 6,775.00 per calendar day
MILESTONE 10:	\$ 6,775.00 per calendar day

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

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

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

UNIT PRICES

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

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

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

Schedule of Prices

SCHEDULE OF PRICES

Schedule of Prices Schedule of Prices
CDOT PROJECT NO. S-0-450 / Specification No. 1265409
111TH STREET AND COTTAGE GROVE IMPROVEMENTS

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

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
1	*****	AIR EXCAVATION	SQ YD	50		
2	*****	SOIL CONDITIONER - 3 INCH	CU YD	13		
3	CDOT2010010	ROOT PRUNING	FOOT	780		
4	CDOT2010020	TREE PROTECTION	EACH	39		
5	CDOT2010030	TREE REMOVAL (1 TO 6 UNITS DIAMETER)	UNIT	55		
6	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	233		
7	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	58		
8	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	10		
9	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	20		
10	20200100	EARTH EXCAVATION	CU YD	1,659		

**Schedule of Prices Schedule of Prices
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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
11	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	50		
12	20700110	POROUS GRANULAR EMBANKMENT	TON	150		
13	CDOT2070020	POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	50		
14	20800150	TRENCH BACKFILL	CU YD	85		
15	CDOT2110010	PULVERIZED TOPSOIL MIX	CU YD	1,048		
16	*****	CDOT STRUCTURAL SOIL	CU YD	387		
17	25100630	EROSION CONTROL BLANKET	SQ YD	7,666		
18	25200110	SODDING, SALT TOLERANT	SQ YD	7,666		
19	25200200	SUPPLEMENTAL WATERING	UNIT	7		
20	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	65		
21	28000510	INLET FILTERS	EACH	88		

**Schedule of Prices Schedule of Prices
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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
22	31101100	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	519		
23	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	15,711		
24	31101400	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	9,566		
25	35300400	PORTLAND CEMENT CONCRETE BASE COURSE 9"	SQ YD	4,332		
26	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	14,050		
27	40600400	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	TON	20		
28	40600901	HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), N70	TON	27		
29	40602985	HOT MIX ASPHALT BINDER COURSE, IL-9.5, N70	TON	2,672		
30	40604062	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70	TON	4,660		
31	42001100	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE PAVEMENT 10"	SQ YD	323		
32	*****	BUS PAD PCC PAVEMENT, 12" (HES)	SQ YD	1,800		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
33	42001300	PROTECTIVE COAT	SQ YD	17,302		
34	CDOT4230010	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 8 INCH	SQ YD	954		
35	CDOT4230030	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE ALLEY PAVEMENT 8 INCH	SQ YD	31		
36	CDOT4240010	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	114,294		
37	*****	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	9,986		
38	CDOT4240040	PORTLAND CEMENT CONCRETE ADA RAMP 8 INCH	SQ FT	9,541		
39	CDOT4240055	LINEAR DETECTABLE WARNING TILES (CAST IRON)	SQ FT	1,652		
40	CDOT4240065	RADIAL DETECTABLE WARNING TILES (CAST IRON)	SQ FT	112		
41	CDOT4240070	PROPERTY LINE CURB	FOOT	30		
42	44000100	PAVEMENT REMOVAL	SQ YD	11,877		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
43	CDOT4400010	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	16,765		
44	X4400100	PORTLAND CEMENT CONCRETE SURFACE REMOVAL (VARIABLE DEPTH)	SQ YD	50		
45	*****	DRIVEWAY AND ALLEY PAVEMENT REMOVAL	SQ YD	1,216		
46	44000300	CURB REMOVAL	FOOT	50		
47	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	9,248		
48	*****	SIDEWALK REMOVAL	SQ FT	85,653		
49	44201341	CLASS C PATCHES, TYPE II, 9 INCH	SQ YD	120		
50	44201345	CLASS C PATCHES, TYPE III, 9 INCH	SQ YD	100		
51	44201347	CLASS C PATCHES, TYPE IV, 9 INCH	SQ YD	125		
52	44201753	CLASS D PATCHES, TYPE II, 9 INCH	SQ YD	24		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
53	44201757	CLASS D PATCHES, TYPE III, 9 INCH	SQ YD	20		
54	44201759	CLASS D PATCHES, TYPE IV, 9 INCH	SQ YD	25		
55	*****	STORM SEWERS, TYPE 2, 8-INCH (EXTRA STRENGTH VITRIFIED CLAY PIPE)	FOOT	181		
56	*****	STORM SEWERS, TYPE 2, 8-INCH (DUCTILE IRON PIPE)	FOOT	149		
57	*****	PLUG EXISTING SEWER	EACH	19		
58	CDOT6020010	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	18		
59	CDOT6020020	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	2		
60	*****	REMOVING MANHOLES	EACH	1		
61	CDOT6050020	REMOVING CATCH BASINS	EACH	18		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
62	CDOT6050030	REMOVING INLETS	EACH	7		
63	*****	FRAMES AND LIDS (CITY OF CHICAGO)	EACH	28		
64	*****	ADDITIONAL MASONRY	VERTICAL FOOT	25		
65	*****	TELEWISE EXISTING STORM SEWER, 12 INCH	FOOT	1,511		
66	*****	TELEWISE EXISTING STORM SEWER, 15 INCH	FOOT	2,419		
67	*****	TELEWISE EXISTING STORM SEWER, 24 INCH	FOOT	400		
68	*****	TELEWISE EXISTING STORM SEWER, 30 INCH	FOOT	200		
69	*****	TELEWISE EXISTING STORM SEWER, 36 INCH	FOOT	66		
70	*****	TELEWISE EXISTING STORM SEWER, 48 INCH	FOOT	348		
71	*****	TELEWISE EXISTING STORM SEWER, 54 INCH	FOOT	342		

**Schedule of Prices Schedule of Prices
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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
72	*****	TELEWISE EXISTING STORM SEWER, 72 INCH	FOOT	329		
73	*****	TELEWISE EXISTING STORM SEWER, 78 INCH	FOOT	558		
74	60600605	CONCRETE CURB, TYPE B	FOOT	2,293		
75	CDOT6060020	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	9,534		
76	X6061902	CONCRETE MEDIAN, TYPE SM (SPECIAL)	SQ FT	3,968		
77	*****	CONCRETE MEDIAN SURFACE, 8-INCH	SQ FT	456		
78	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	1,024		
79	66900530	SOIL DISPOSAL ANALYSIS	EACH	10		
80	66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1		
81	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1		
82	66901006	REGULATED SUBSTANCES MONITORING	CAL DA	10		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
83	CDOT6700010	ENGINEER'S FIELD OFFICE	CAL MO	12		
84	67100100	MOBILIZATION	L SUM	1		
85	*****	VEHICLE TRAFFIC CONTROL AND PROTECTION	L SUM	1		
86	*****	PEDESTRIAN TRAFFIC CONTROL AND PROTECTION	L SUM	1		
87	*****	MAINTENANCE OF ACCESS TO ABUTTING PROPERTY	L SUM	1		
88	70107004	PAVEMENT MARKING BLACKOUT TAPE, 4"	FOOT	4,659		
89	70107006	PAVEMENT MARKING BLACKOUT TAPE, 6"	FOOT	7,629		
90	70107012	PAVEMENT MARKING BLACKOUT TAPE, 12"	FOOT	100		
91	70107024	PAVEMENT MARKING BLACKOUT TAPE, 24"	FOOT	1,189		
92	70107025	CHANGEABLE MESSAGE SIGN	CAL DA	700		
93	70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	7,850		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
94	70300211	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS - PAINT	SQ FT	1,921		
95	70300221	TEMPORARY PAVEMENT MARKING - LINE 4" - PAINT	FOOT	28,762		
96	70300241	TEMPORARY PAVEMENT MARKING - LINE 6" - PAINT	FOOT	3,852		
97	70300821	TEMPORARY PAVEMENT MARKING - LINE 24" - PAINT	FOOT	962		
98	70307100	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS - TYPE IV TAPE	SQ FT	115		
99	70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	1,281		
100	70307130	TEMPORARY PAVEMENT MARKING - LINE 6" - TYPE IV TAPE	FOOT	966		
101	70307210	TEMPORARY PAVEMENT MARKING - LINE 24" - TYPE IV TAPE	FOOT	515		
102	X7030005	TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	1,948		
103	70400100	TEMPORARY CONCRETE BARRIER	FOOT	1,000		
104	70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	5,000		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
105	70600255	IMPACT ATTENUATORS, TEMPORARY (FULL REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	4		
106	70600320	IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE), TEST LEVEL 2	EACH	15		
107	Z0062456	TEMPORARY PAVEMENT	SQ YD	100		
108	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	868		
109	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	40,087		
110	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	8,440		
111	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1,876		
112	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	8,062		
113	*****	METHYL METHACRYLATE PAVEMENT COLORIZATION, GREEN	SQ FT	18,000		
114	*****	METHYL METHACRYLATE PAVEMENT COLORIZATION, WHITE	SQ FT	1,190		
115	*****	METHYL METHACRYLATE PAVEMENT COLORIZATION, YELLOW	SQ FT	269		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
116	78008210	POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	50		
117	78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	734		
118	78008230	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	72		
119	78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	522		
120	78008270	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	205		
121	*****	REMOVE AND RELOCATE SIGN PANEL	EACH	5		
122	*****	REMOVE AND SALVAGE SIGN PANEL	EACH	136		
123	*****	REMOVE EXISTING SIGN PANEL AND POST ASSEMBLY AND SALVAGE	EACH	45		
124	*****	FURNISH AND INSTALL POLE AND BASE	EACH	101		
125	*****	SIGN PANEL - TYPE 1 - RETROREFLECTIVE - TYPE A - SINGLE-SIDED	SQ FT	1,096		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
126	*****	SIGN PANEL - TYPE 1 - RETROREFLECTIVE - TYPE A - DOUBLE-SIDED	SQ FT	50		
127	*****	SIGN PANEL - TYPE 1 - NON-REFLECTIVE - DOUBLE-SIDED	SQ FT	50		
128	*****	STREET NAME SIGNS	SQ FT	160		
129	*****	TUBULAR FLEXIBLE DELINEATOR	EACH	45		
130	*****	REMOVE BIKE RACK	EACH	8		
131	*****	REMOVE BENCH	EACH	1		
132	*****	REMOVE AND RELOCATE EXISTING CONCRETE PLANTER	EACH	4		
133	*****	REMOVE TRASH RECEPTACLE	EACH	5		
134	X0327552	TREE GRATE REMOVAL	EACH	10		
135	X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	500		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
136	X0426200	DEWATERING	L SUM	1		
137	*****	DOMESTIC WATER SHUT-OFF BOXES AND VALVE BOXES TO BE ADJUSTED	EACH	10		
138	Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	175		
139	Z0018500	DRAINAGE STRUCTURES TO BE CLEANED	EACH	43		
140	Z0018905	DRILL AND GROUT BARS	EACH	4,800		
141	Z0036200	PAINT CURB	FOOT	1,128		
142	*****	CONCRETE PAVERS, TYPE 1	SQ FT	2,786		
143	*****	CONCRETE PAVERS, TYPE 2	SQ FT	667		
144	*****	CLAY BRICK PAVERS	SQ FT	10,687		
145	*****	CONCRETE PAVERS, TYPE 1 (FURNISH ONLY)	SQ FT	200		
146	*****	CONCRETE PAVERS, TYPE 2 (FURNISH ONLY)	SQ FT	200		

**Schedule of Prices Schedule of Prices
 CDOT PROJECT NO. S-0-450 / Specification No. 1265409
 111TH STREET AND COTTAGE GROVE IMPROVEMENTS**

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
147	*****	CLAY BRICK PAVERS (FURNISH ONLY)	SQ FT	200		
148	*****	BENCH, 6FT, TYPE 1	EACH	8		
149	*****	BENCH, 6FT, TYPE 2	EACH	4		
150	*****	BIKE RACK	EACH	16		
151	*****	TRASH RECEPTACLE, TYPE 1	EACH	15		
152	*****	TRENCH AND BACKFILL WITH SCREENINGS	LNFT	13,965		
153	*****	HANDHOLE, 30"X36" WITH 24" FRAME AND LID	EACH	19		
154	*****	HANDHOLE, HEAVY DUTY, 36" X 36" WITH 24" FRAME AND LID	EACH	1		
155	*****	ELECTRICAL MANHOLE 3'X4'X4' WITH 24" FRAME AND LID	EACH	3		
156	*****	DRILL EXISTING MANHOLE OR HANDHOLE	EACH	45		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
157	*****	CLEAN EXISTING MANHOLE OR HANDHOLE	EACH	16		
158	*****	CONDUIT IN TRENCH, 3/4" GALVANIZED STEEL	LNFT	45		
159	*****	CONDUIT IN TRENCH, 2" GALVANIZED STEEL	LNFT	42		
160	*****	GALVANIZED STEEL CONDUIT ATTACHED TO STRUCTURE 3/4"	LNFT	15		
161	*****	CONDUIT IN TRENCH, 2" PVC	LNFT	10,442		
162	*****	CONDUIT IN TRENCH, 3" PVC	LNFT	5,464		
163	*****	CONDUIT IN TRENCH, 2" PVC SCHEDULE #80	LNFT	1,539		
164	*****	CONDUIT IN TRENCH, 3" PVC SCHEDULE #80	LNFT	2,259		
165	*****	GALVANIZED STEEL CONDUIT, PUSHED, 2"	LNFT	88		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
166	*****	GALVANIZED STEEL CONDUIT, PUSHED, 3"	LNFT	201		
167	*****	GROUND ROD IN HANDHOLE	EACH	22		
168	*****	ROD AND CLEAN DUCT IN EXISTING CONDUIT SYSTEM	LNFT	1,758		
169	*****	CONCRETE FOUNDATION FOR BASE MOUNTED "SUPER P" CABINET	EACH	3		
170	*****	CONCRETE FOUNDATION FOR BASE MOUNTED STREET LIGHT CABINET	EACH	3		
171	*****	CONCRETE FOUNDATION, 24"X9' WITH 1 1/4" A.R.	LNFT	27		
172	*****	CONCRETE FOUNDATION, 28"X7' WITH 1 1/4" A.R.	EACH	141		
173	*****	CONCRETE FOUNDATION, 30" DIAMETER, 1 7/16" BOLT CIRCLE, 1 1/4" A.R.	LNFT	9		
174	*****	CONCRETE FOUNDATION, 24", OFFSET, 1 1/4" A.R.	EACH	4		
175	*****	ELBOW, CONDUIT, STEEL, 2", ADJACENT TO EMBEDDED POLE/STRUCTURE	EACH	4		
176	*****	ELBOW, CONDUIT, STEEL, 3", ADJACENT TO EMBEDDED POLE/STRUCTURE	EACH	3		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
177	*****	INTERCEPT EXISTING CONDUIT	EACH	1		
178	*****	COILABLE CONDUIT, HDPE #80, DIRECTIONAL BORING, 2"	LNFT	605		
179	*****	COILABLE CONDUIT, HDPE #80, DIRECTIONAL BORING, 3"	LNFT	904		
180	*****	POLE, STEEL, 34'6", ANCHOR BASE, 10"D, 7 GUAGE	EACH	78		
181	*****	POLE, STEEL, 34'6", ANCHOR BASE, 10"D, 3 GUAGE	EACH	3		
182	*****	POLE, STEEL, 34'6", ANCHOR BASE, 11"D, 3 GUAGE	EACH	1		
183	*****	PAINT EXISTING TRAFFIC SIGNAL POLE	EACH	2		
184	*****	PAINT EXISTING TRAFFIC SIGNAL POLE AND MAST ARM	EACH	10		
185	*****	BASE, BALLAST HOUSING, STEEL, 7 GAUGE	EACH	3		
186	*****	RACK, SECONDARY, AERIAL 2-WIRE	EACH	4		
187	*****	CONDUIT RISER ON POLE, 2"	EACH	4		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
188	*****	CONDUIT RISER ON POLE, 3"	EACH	3		
189	*****	CIRCUIT BREAKER, 2-POLE, 50 AMP, 600 VOLT, IN EXISTING STREET LIGHTING CONTROLLER	EACH	13		
190	*****	CIRCUIT BREAKER, 1 POLE, 70 AMP, 600 VOLT IN STREET LIGHT CONTROLLER	EACH	1		
191	*****	SERVICE INSTALLATION, 100 AMPERES	EACH	3		
192	*****	SERVICE INSTALLATION, 200 AMPERES	EACH	3		
193	*****	ELECTRIC CABLE IN CONDUIT, 1/C NO. 4	LNFT	648		
194	*****	ELECTRIC CABLE IN CONDUIT, 1/C, NO. 2/0	LNFT	715		
195	*****	TRIPLEX CABLE IN CONDUIT, 2 1/C#6& 1 1/C#8	LNFT	11,867		
196	*****	SERVICE CONNECTION TO CECO LINE	EACH	3		
197	*****	SIGNAL HEAD, POLYCARBONATE, LED, 3-SECTION, BRACKET MOUNTED	EACH	18		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
198	*****	SIGNAL HEAD, POLYCARBONATE, LED, 5-SECTION, BRACKET MOUNTED	EACH	1		
199	*****	SIGNAL HEAD, POLY, LED, BIKE, 1-FACE, 3-SECTION, BRACKET MOUNTED	EACH	3		
200	*****	SIGNAL HEAD, POLYCARBONATE, LED, 3-SECTION, MAST ARM MOUNTED	EACH	27		
201	*****	SIGNAL HEAD, POLYCARBONATE, LED, 5-SECTION, MAST ARM MOUNTED	EACH	1		
202	*****	SIGNAL HEAD, POLY, LED, BIKE, 1-FACE, 3-SECTION, MAST ARM MOUNTED	EACH	1		
203	*****	PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, LED, COUNTDOWN, BRACKET MOUNTED	EACH	10		
204	*****	ACCESSIBLE PEDESTRIAN SIGNAL	EACH	8		
205	*****	JUNCTION BOX, POLE OR POST MOUNTED	EACH	23		
206	*****	PEDESTRIAN PUSH BUTTON POST	EACH	1		
207	*****	MAST ARM, TRAFFIC, STEEL MONOTUBE, 20 FOOT	EACH	2		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
208	*****	MAST ARM, TRAFFIC, STEEL MONOTUBE, 26 FOOT	EACH	1		
209	*****	MAST ARM, TRAFFIC, STEEL MONOTUBE, 30 FOOT	EACH	3		
210	*****	MAST ARM, TRAFFIC, STEEL MONOTUBE, 35 FOOT	EACH	2		
211	*****	MAST ARM, TRAFFIC, STEEL MONOTUBE, 40 FOOT	EACH	1		
212	*****	MAST ARM, STEEL, 8' WITH POLE PLATE	EACH	1		
213	*****	ELECTRIC CABLE IN CONDUIT, #14 2/C SHIELDED	LNFT	207		
214	*****	ELECTRIC CABLE IN CONDUIT, #14 19/C	EACH	2,217		
215	*****	ELECTRIC CABLE IN CONDUIT, #4 2/C	LNFT	77		
216	*****	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	LUMP	1		
217	*****	HARNES CABLE, #16, 8/C	LNFT	420		
218	*****	CABLE, T.S., AERIAL, TEMP.	LNFT	2,200		

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111TH STREET AND COTTAGE GROVE IMPROVEMENTS

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
219	*****	CONTROLLER, STREET LIGHT, BASE MOUNTED, 1 PHASE , 200 AMP	EACH	3		
220	*****	SIGN, SYMBOLIC NRT, LED ILLUMINATED, BRACKET MOUNTED	EACH	1		
221	*****	ATC CONTROLLER, TRAFFIC, 16 LOAD BAY, "SUPER P" CABINET, UPS	EACH	3		
222	*****	INTERSECTION TECHNOLOGY ENHANCEMENTS	EACH	1		
223	*****	360 DEGREE DETECTION CAMERA	EACH	3		
224	*****	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	WEEK	36		
225	*****	REMOVE WIRE RACK	EACH	63		
226	*****	REMOVE AERIAL CABLE, SS 3/C#4	LNFT	250		
227	*****	REMOVE SERVICE CABLE IN CONDUIT, 2 #1/0	LNFT	400		
228	*****	REMOVE BRANCH WIRES, 2 #6	LNFT	7,590		
229	*****	REMOVE CABLE IN CONDUIT, 7, 10, 14, 19, 22 C	LNFT	2,475		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
230	*****	REMOVE HARNESS CABLE, 8C	LNFT	140		
231	*****	REMOVE SERVICE CABLE IN CONDUIT, 2/C	LNFT	476		
232	*****	REMOVE RISER ON EMBEDDED POLE 1 1/4", 2"	EACH	6		
233	*****	REMOVE SERVICE CABLE IN CONDUIT 3 #2	LNFT	350		
234	*****	REMOVE POLE, STEEL, AB, 10", 7 GA., 34'6"	EACH	1		
235	*****	REMOVE POLE, STEEL, AB, 10", 3 GA., 34'6"	EACH	3		
236	*****	REMOVE POLE, STEEL, AB, 11", 3 GA., 34'6"	EACH	1		
237	*****	REMOVE POLE MOUNTED STREET LIGHT CONTROLLER	EACH	2		
238	*****	REMOVE TS HEAD, 1 - FACE	EACH	42		
239	*****	REMOVE PED. SIGNAL HEAD	EACH	10		
240	*****	REMOVE MONOTUBE M.A. 20'	EACH	2		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
241	*****	REMOVE MONOTUBE M.A. 26'	EACH	1		
242	*****	REMOVE MONOTUBE M.A. 30'	EACH	2		
243	*****	REMOVE MONOTUBE M.A. 40'	EACH	1		
244	*****	REMOVE TS POST, 15', 17'	EACH	3		
245	*****	REMOVE CONTROLLER & POST	EACH	3		
246	*****	REMOVE JUNCTION BOX, TSS 18	EACH	23		
247	*****	REMOVE LUMINAIRE	EACH	76		
248	*****	REMOVE MAST ARM, STEEL, 12'	EACH	13		
249	*****	REMOVE CONTROLLER-BASE MOUNTED	EACH	1		
250	*****	REMOVE POLE, STEEL, EMBEDDED, 7 GA., 35'	EACH	63		
251	*****	ELECTRICAL SERVICE EQUIPMENT REMOVAL ON CECO POLE	EACH	5		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
252	*****	BREAKDOWN MANHOLE IN PARKWAY	EACH	4		
253	*****	BREAKDOWN FOUNDATION, STREET LIGHT	EACH	8		
254	*****	BREAKDOWN FOUNDATION, TYPE A	EACH	3		
255	*****	BREAKDOWN FOUNDATION FOR BASE MOUNTED CONTROLLER	EACH	1		
256	*****	CHICAGO 2000 LUMINAIRE ARM, 8 FOOT, WITH SCROLL	EACH	97		
257	*****	CHICAGO 2000 POLE BASE	EACH	83		
258	*****	LUMINAIRE, LED, TEARDROP, CHICAGO 2000	EACH	97		
259	*****	CHICAGO 2000 14' PEDESTRIAN POLE	EACH	60		
260	*****	CHICAGO 2000 14' PEDESTRIAN POLE BASE	EACH	60		
261	*****	LUMINAIRE, LED, ACORN, CHICAGO 2000	EACH	60		
262	*****	MAINTENANCE OF STREET LIGHTING SYSTEM	LSUM	1		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
263	*****	REINSTALL BASE MOUNTED TRAFFIC SIGNAL CONTROLLER	EACH	1		
264	*****	TREE, CATALPA SPECIOSA, 3", BALLED AND BURLAPPED	EACH	19		
265	*****	TREE, CELTIS OCCIDENTALIS 'CHICAGOLAND', 3", BALLED AND BURLAPPED	EACH	17		
266	*****	TREE, GINKGO BILOBA, 3", BALLED AND BURLAPPED	EACH	18		
267	*****	TREE, GYMNOCLADUS DIOICUS, 3", BALLED AND BURLAPPED	EACH	18		
268	*****	TREE, QUERCUS BICOLOR, 3", BALLED AND BURLAPPED	EACH	23		
269	*****	TREE, QUERCUS X MACDANIELII 'CLEMONS', 3", BALLED AND BURLAPPED	EACH	10		
270	*****	TREE, QUERCUS IMBRICATA, 3", BALLED AND BURLAPPED	EACH	11		
271	*****	TREE, TAXODIUM DISTICHUM, 3", BALLED AND BURLAPPED	EACH	10		
272	*****	TREE, TILIA AMERICANA, 3", BALLED AND BURLAPPED	EACH	14		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
273	*****	TREE, TILIA TOMENTOSA 'GREEN MOUNTAIN', 3", BALLED AND BURLAPPED	EACH	3		
274	*****	TREE, ULMUS X 'NEW HORIZON', 3", BALLED AND BURLAPPED	EACH	8		
275	*****	TREE, ULMUS X 'PATRIOT', 3", BALLED AND BURLAPPED	EACH	12		
276	*****	TREE, AESCULUS FLAVA, 3", BALLED AND BURLAPPED	EACH	10		
277	*****	TREE, SYRINGA RETICULATA 'IVORY SILK', 3", BALLED AND BURLAPPED	EACH	12		
278	*****	ARBORIST INSPECTION	L SUM	1		
279	*****	LAVA ROCK MULCH	CU YD	132		
280	*****	SHREDDED HARDWOOD BARK MULCH	SQ YD	16		
281	*****	PERENNIAL, DIERVILLA LONICERA, 5 GA, CG	EACH	7		
282	*****	PERENNIAL, HEMEROCALLIS 'ROSY RETURNS', 5 GA, CG	EACH	19		
283	*****	DECORATIVE STEEL BOLLARD	EACH	8		

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
284	*****	DECORATIVE STEEL BOLLARD (REMOVABLE)	EACH	6		
285	*****	FURNISH & INSTALL RECTANGULAR RAPID FLASHING BEACON SINGLE SIDED- COMPLETE ASSEMBLY	EACH	2		
286	*****	FURNISH & INSTALL RECTANGULAR RAPID FLASHING BEACON DOUBLE SIDED- COMPLETE ASSEMBLY	EACH	1		
287	*****	RAILROAD PROTECTIVE LIABILITY INSURANCE	LSUM	1		
TOTAL BASE BID:						
AWARD CRITERIA FIGURE:						
Bidder's Pricing for each item should carry its share of the costs of work, plus of the overhead and profit. Bidders should avoid nominal pricing for some line items and enhance pricing for other line items. Bids that the Chief Procurement Officer considers in his sole opinion to be materially unbalanced will be rejected.						

AWARD CRITERIA DETERMINATION

In accordance with Chapter 2-92 of the Municipal Code of Chicago, and in order to promote equality of opportunity for minority and female personnel on this project, the City of Chicago has established the following canvassing formula for the purpose of evaluating proposals and awarding the contract.

Each bidder is invited to propose the minority and female employee utilization goals for the project, as percentages of the journeyworker and apprentice and laborer hours to be expended in the construction of the project. Lines 2, 4, and 6 in the formula shall not be greater than 70 percent in each category, for the purpose of canvassing only. The 70 percent limit shall not deter or restrict the fuller utilization of minority employees for the project, but shall only serve as a limiting figure for use in the formula. Similarly, lines 8, 10, and 12 shall not be greater than 15 percent in each category, for the purpose of canvassing only. Actual amounts of minority and female work will be measured for the total hours of construction workers employed on the projects within each of the categories of journeyworkers, apprentice, laborers by the contractor and all of the worksite subcontractors.

Canvassing Formula

Line 1.	Base Bid, in figures	_____
Line 2.	Percentage of the total journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the Project. (Maximum figure .70)	_____
Line 3.	Multiply Line 2 by Line 1 by 0.04	_____
Line 4.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure .70)	_____
Line 5.	Multiply Line 4 by Line 1 by 0.03	_____
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure .70)	_____
Line 7.	Multiply Line 6 by Line 1 by .01	_____
Line 8.	Percentage of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during construction of the project. (Maximum figure .15)	_____
Line 9.	Multiply Line 8 by Line 1 by 0.04	_____
Line 10.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure .15)	_____
Line 11.	Multiply Line 10 by Line 1 by 0.03	_____
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure .15)	_____
Line 13.	Multiply Line 12 by Line 1 by 0.01	_____
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	_____
Line 15.	Subtract Line 14 from Line 1 = Award Criteria Figure	_____

Award Criteria Determination

The bidder shall complete the Canvassing Formula and transfer the final Award Criteria Figure, Line 15, to the space provided on the itemized Proposal Sheet. A contract in the amount of the Total Base Bid will be awarded to the responsible bidder with the lowest Award Criteria Figure. The City reserves the right to revise all arithmetic calculations for correctness.

The Contractor is obliged during the construction of the Project to fulfill every numerical commitment made under the Canvassing Formula categories. Therefore, every limiting condition of circumstance which may affect referral, hiring, or deployment of construction trades employees must be taken into account by the bidder before the commitment is proposed. Limits imposed by the policies or circumstances of labor organizations or other referral resources, for example, should be anticipated by the bidder, since relief from the contractor’s obligations as established under the Canvassing Formula is not available due to such circumstances found to exist during Construction. Also, if Journeyworkers will not be employed in the project, or Apprentices, or Laborers, then the proposal made in the appropriate Lines, Lines 2 and 8, or Lines 4 and 10, or 6 and 12, should be entered as “0 percent” since no Journeyworker or Apprentice or Laborer hours are reported after construction, this will be computed by the City as “0 percent,” minority/female hours achieved.

If commitments are made in the Apprentice category, Lines 4 and 10, the total apprentice hours to be employed on the projects should be anticipated to be a substantial number of hours; since it is the intention of the City that where a commitment for a percentage of minority or female Apprentices has been made, the percentage may be counted as fulfilled only as long as there were provided at least 40 actual hours of minority or female employment as Apprentices. For this reason, where a minority or female percentage commitment has been made, if in the final audit of the performance of the Contract there are less than 40 actual hours of minority or female Apprentice work performed, then the number of minority or female apprentice hours will be counted by the City as “0” for the purpose of measuring the achievement towards the apprentice canvassing formula goal.

Therefore, notice that when the Contractor is performing at a level under a minority or female Apprentice goal, Line 4 or Line 10 above, the Contractor will be subject to the full amount of liquidated damages, see Lines 5 and 11, if at least 40 actual hours of minority or female Apprenticeship work are not achieved. When the bidder foresees that this minimum amount of apprenticeship is not available to the project, then “0” should be put in Lines 4 and 10 as the percentage commitment for apprentices.

The Contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for noncompliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted with the proposal on Lines 2, 4, 6, 8, 10, and 12 of the canvassing formula, covering Journeyworkers, Apprentices, and Laborers, respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor.

In calculating the aggregated work hours toward the utilization goal for construction Journeyworkers, Apprentices, or Laborers under this Canvassing Formula, the Contractor shall be given 150% credit for every work hour performed by a minority or woman worker residing within a socio-economically disadvantaged area. The criteria for designation of an area as socio-economically disadvantaged will be set forth in rules promulgated by the Commissioner of Planning and Development. Such criteria shall include, but not be limited to, the median family income of an area.

Liquidated Damages

For each one percent (1%) deficiency of minority journeyworkers not utilized toward the goal (Line 2), four cents for each hundred dollars of the base bid, calculated as follows:

Line 1	X	.04
100		

Each one percent (1%) deficiency of shortfall toward the goal line (Line 8) for female Journeyworkers shall be computed in the same way.

For each one percent (1%) deficiency of minority Apprentices not utilized toward the goal (Line 4), three cents per each hundred dollars on the base bid, calculated as follows:

Line 1	X	.03
100		

Award Criteria Determination

Each one percent (1%) of shortfall toward the goal (Line 10) for female Apprentices shall be computed in the same way.

For each one percent (1%) deficiency of minority Laborers not utilized towards the goal (Line 6), one cent per each hundred dollars of the Base Bid, calculated as follows:

Line 1	X	.01
100		

Each one percent shortfall toward the goal (Line 12) for female Laborers shall be computed in the same way.

Reporting

The Contractor shall submit to the City on a timely basis a completed weekly certified payroll, (U.S. Department of Labor Form WH-347, Illinois Department of Transportation Form RE-48, or equivalent) with race and gender of employees clearly named or coded each week. The Contractor is responsible for forwarding every worksite Subcontractor’s weekly certified payroll. Supportive information regarding an employee’s race, gender or work classification of such is required by the City. Failure to report fully all required workforce information will subject the contractor to liquidated damages in the total amount listed in Line 14 above.

In the weekly payroll reports, the following ethnic categories should be used to indicate minority personnel for purposes of the canvassing formula:

Black	—	Persons having origins in any of the Black racial groups of Africa.
Hispanic	—	Persons of Mexican, Puerto Rican, Cuban, Central American, or other Spanish culture or origin, regardless of race.
Native American	—	Persons who are American Indians, Eskimos, Aleuts or Native Hawaiians.
Asian Pacific	—	Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories or the Northern Marianas.
Asian Indian	—	Persons whose origins are from India, Pakistan, or Bangladesh.

Included in the canvassing formula as “Journeyworkers” are the construction site Journeyworkers from the major trades including, without limitation, truck drivers, electrical groundsmen, and elevator construction helpers. Other “Helpers,” watchmen, custodial workers, clerical workers, and salaried superintendents are not creditable in the formula. Hourly wage “Foremen” and “General Foremen” will be counted as journeyworkers for purposes of the canvassing formula.

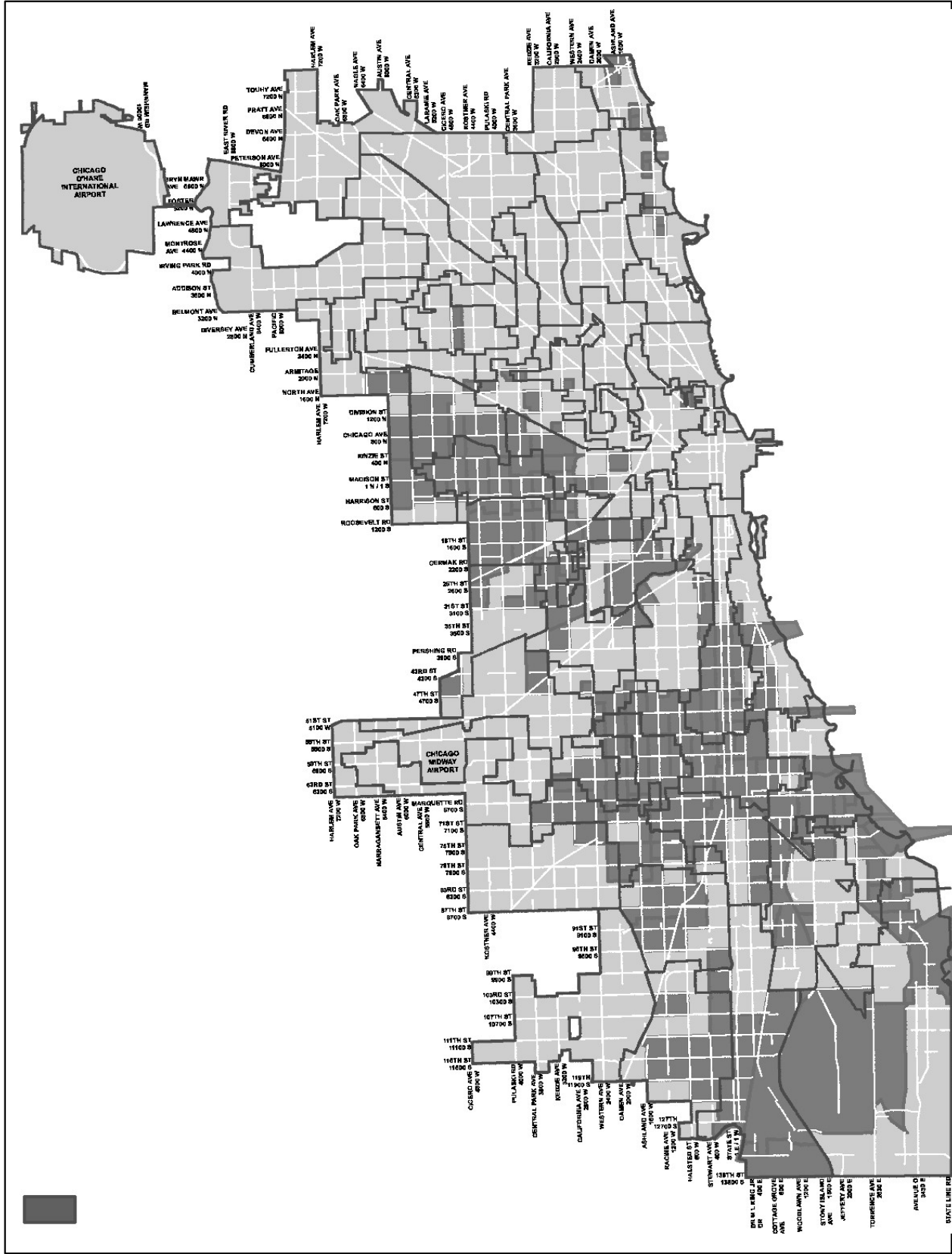
Included in the canvassing formula as “Apprentices” are only bona fide Apprentices currently in a training program certified by the U.S. Department of Labor — Bureau of Apprenticeship and Training, and for the hours employed at the construction site. Other categories of trainees are not creditable in the formula. Individual workers who are both minority and female will have their hours counted towards both a minority goal and any female goal.

Other Regulations

The adherence to the canvassing formula does not abrogate other responsibilities of the contractor to comply with equal employment opportunity requirements under federal or state law, municipal ordinance, prevailing government regulations or terms contained elsewhere in this contract.

See Map of Socioeconomically Disadvantaged Areas on following page.

Award Criteria Determination



Map of Socioeconomically Disadvantaged Areas. Red indicates Target Area 25%.

SECTION TWO

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS

Contract for Work

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

1. Examination by Bidder

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

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

2. Bid Deposit

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

Bid deposits shall be in the amount shown in the advertisement or as may be prescribed herein, but not in excess of 10% of the bid. Should the amount of the bid deposit shown in the advertisement prove to be more than 10% of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to 10% of his bid. When the legal advertisement requires a deposit, noncompliance requires rejection of the bid. Compliance with the provisions herewith shall be determined in all cases by the Chief Procurement Officer and her determination shall be final.

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

3. Preparation of Proposal

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

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

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

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

4. Submission of Proposals

All prospective bidders shall submit sealed proposals with applicable bid deposit attached through the City's iSupplier system.

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

5. Withdrawal of Proposals

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his proposal for a period of 60 calendar days after said advertised closing time for the receipt of proposals nor shall the successful bidder withdraw or cancel or modify his proposal after having been notified by the Chief Procurement Officer that said proposal has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its proposal prior to the stated period for acceptance of proposal.

Where this contract shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of 120 calendar days after said advertised closing time for the receipt of proposals.

6. Competency of Bidder

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

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

7. Compliance with Child Support Orders Ordinance

The Child Support Arrearage Ordinance, § 2-92-415 of the Municipal Code, furthers the City's interest in contracting with entities that demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for Contractors to obtain the benefits of public funds under City contracts while owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with § 2-92-415 of the Municipal Code, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner(s) in arrearage on their child support obligations and: (1) such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of Compliance with Child Support Orders in EDS), then:

For those bidders in competitive bid contracts, the City will assess an 8% penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

For purposes of this Section only, "SUBSTANTIAL OWNER" means any person who owns or holds a 10% or more interest in the bidder; where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

"PERCENTAGE OF INTEREST" includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that interest in a Contractor held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a 20% interest in Contractor, and an individual or entity has a 50% or more percentage of interest in Corporation B, then such individual or entity indirectly has a 10% or more interest in Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

The provisions of this Section will only apply where not otherwise prohibited by federal, state or local law.

8. Consideration of Proposals

The Chief Procurement Officer represents and acts for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action. The proposal is contained in these contract documents and **MUST BE SUBMITTED AS A PDF ATTACHMENT** by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

9. Balanced Bids

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

10. Acceptance of Proposals

The Chief Procurement Officer will accept in writing one of the proposals or reject all proposals, within 60 calendar days, or within 90 calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

11. Performance Bond

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

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

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

12. Failure to Furnish Bond

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

13. Interpretation of Contract Documents

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

14. Catalogs

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

15. Substitution

The Bidder must, if awarded the Contract, provide the items specified in the Contract Documents when those items are specified by manufacturer's trade name in Book-Three, unless equivalent alternatives have been proposed as described below. Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory. The Bidder may bid another product(s) provided that the alternative product is on a separate sheet of paper designated as such and is supported by the type of information listed in Section VII.D.1.a.,b.,e.,g.,h., and Section VII.D.2., of the Terms and Conditions for Construction, in order to facilitate the Chief Procurement Officer's evaluation of such product. The Chief Procurement Officer may, in her sole discretion, accept an alternate bid for a specified item, provided the alternate item so bid is, in the Chief Procurement Officer's sole opinion, the equivalent of the item specified in the Contract Documents. An alternate that is not equivalent to the specified item may render the bid non-responsive. Unless the alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the Contract Documents. No substitution of specified items will be allowed thereafter except as provided in Section VII.D.2., of the Terms and Conditions for Construction.

16. Return of Bid Deposit

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

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

17. Taxes

With few exceptions, materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Bidders shall include all other applicable federal, state and local taxes, direct or indirect, in their Bid Prices.

18. Contractor's Financial Statement

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

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

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

19. Notices

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

20. Acknowledgment of Receipt of Addenda

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

21. Economic Disclosure Statement and Affidavit (EDS)

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

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

The Contractor or each joint venture partner shall be required to submit with their bid, proposal or response, a fully executed Economic Disclosure Statement and Affidavit, which includes a Disclosure for Retained Parties, on the form attached herein, signed by an authorized officer of the company before a notary which includes a certification that the

Contractor or each joint venture partner, its agents, employees, officers and any subcontractors have not been engaged in or been convicted of bid rigging or bid-rotating activities as defined in the Economic Disclosure Statement and Affidavit. The certification is required in accordance with the Illinois Criminal Code.

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

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

23. Protests

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

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

Copies of the Bid Protest Procedures are available on the DPS website.

24. [Intentionally omitted.]

25. Prevailing Wage Rates

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

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

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

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

26. Title VI Solicitation Notice

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

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

In accordance with Section 2-92-612 of the Municipal Code of Chicago, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" included in Book 2) that Bidder has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i)

the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Bidder shall include its “Sexual Harassment Policy Affidavit” with its bid submission.

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

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

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							

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

REMARKS: _____

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

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

PROPOSAL TO BE EXECUTED BY A CORPORATION

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

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

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

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

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*:
(Or Authorized Officer) _____
(Signature)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

ATTEST: _____
(Corporate Secretary Signature)
(Affix Corporate Seal)

State of _____
County of _____

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

Notary Public Signature
Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

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

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

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

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

JOINT VENTURE NAME: _____
(Print or Type)

JOINT VENTURE ADDRESS: _____
(Print or Type)

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

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE
(If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: _____
(Signature)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

ATTEST: _____
(Joint Venture Secretary Signature)
(Affix Joint Venture Seal)

OR
Joint Venturer Signature: _____
(Signature)

Address: _____
(Print or Type)

Joint Venturer Signature: _____
(Signature)

Address: _____
(Print or Type)

Joint Venturer Signature: _____
(Signature)

Address: _____

(Print or Type)

State of _____
County of _____

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

Notary Public Signature
Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No.** click and type specification no. 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.** click and type specification no. 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: _____

MSB COMPLIANCE PLAN

SCHEDULE B-7: Affidavit of MSB Joint Venture

SCHEDULE B-7:

AFFIDAVIT OF MSB JOINT VENTURE

All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, additional sheets may be attached.

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

II. Identify each MSB venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MSB joint venture: _____
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MSB joint venture: _____

III. Describe the role(s) of the MSB venturer(s) in the joint venture:

IV. Attach a copy of the joint venture agreement. In order to demonstrate the MSB venturers 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 each MSBs own forces; (3) work items to be performed under the supervision of each MSB venturer; and (4) the commitment of management, supervisory and operative personnel employed by each MSB to be dedicated to the performance of the project.

V. Ownership of the Joint Venture.
A. What are the percentage(s) of MSB ownership of the joint venture?
MSB ownership percentage(s) _____
Non-MSB ownership percentages(s) _____
Ownership of the Joint Venture (continued): _____

SCHEDULE B-7: Affidavit of MSB Joint Venture

B. Specify MSB percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions: : _____

a. Dollar amounts of initial contribution: _____

b. Dollar amounts of anticipated on-going contributions: _____

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

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

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

F. Identify each current City of Chicago contract awarded to a joint venture of two or more firms participating in this joint venture (also include contracts completed during the past two (2) years):

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

A. Joint venture check signing:

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

SCHEDULE B-7: Affidavit of MSB Joint Venture

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____
2. Major purchases: _____

SCHEDULE B-7: Affidavit of MSB Joint Venture

3. Estimating: _____

4. Engineering: _____

VII. 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?

VIII. State the approximate number of operative personnel (by trade) needed to perform the joint ventures work under this contract. Indicate whether they will be employees of a non-MSB firm, an MSB firm, or the joint venture.

Trade (Number)	MSB (Number)	Joint Venture
-------------------	-----------------	---------------

Will any personnel proposed for this project be employees of the joint venture?:

Yes _____ No _____

A. Are any proposed joint venture employees currently employed by any partner of the joint venture?

Employed by MSB:

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

SCHEDULE B-7: Affidavit of MSB Joint Venture

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

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

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

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

Note: If, after filing this Schedule B-7 and before the completion on the joint ventures work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a Subcontractor.

Name of MSB Partner Firm

Name of MSB Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

Names of affiants _____, personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Signature: _____

Commission Expires: _____

(Seal)

**FOR MBI
PROJECTS
ONLY**

SCHEDULE C-7-P

Mid-Sized Business Enterprise (MSB) Letter of Intent to Perform as Prime contractor

Project Name: _____ Specification Number: _____

From: _____
(Name of MSB Prime Contractor)

The MSB status of the undersigned is confirmed by the attached Affidavit.

The undersigned is prepared to provide the following services or supply the following goods in connection with the named project/contract:

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Sub (or 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):

If more space is required to fully describe the MSB's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

Grand Total: \$ _____

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MSB subcontract that will be subcontracted to a non-MSB firm(s).
_____ % of the dollar value of the MSB subcontract that will be subcontracted to a MSB firm(s).

NOTICE:

If any of the MSB's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MSB will not be subcontracting any of the work listed or attached to this schedule.

MSBs must perform a minimum of 51% of the work on this project. This includes work performed by the MSB prime contractor and any MSB subcontractors. Credit will not be given for work that either the MSB prime or MSB subcontractors subcontract to non- MSB firms.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of Owner, President or Authorized Agent of MSB) Date

Name /Title (Print)

Phone

email

SCHEDULE C-7-S

FOR MBI PROJECTS ONLY

Mid-Sized Business Enterprise (MSB) Letter of Intent to Perform as Subcontractor or Supplier

Project Name: _____ Specification Number: _____

From: _____ (Name of MSB Firm)

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

The MSB status of the undersigned is confirmed by the attached Affidavit.

The undersigned is prepared to provide the following services or supply the following goods in connection with the named project/contract:

Table with 3 columns: Pay Item No. / Description, Quantity / Unit Price, Total. Includes a Sub (or Grand) Total row.

Partial Pay Items.

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

Horizontal lines for describing partial pay items.

If more space is required to fully describe the MSB’s proposed scope of work and/or payment schedule, attach additional sheets as necessary.

Grand Total: \$ _____

SUB-SUBCONTRACTING LEVELS

_____% of the dollar value of the MSB subcontract that will be subcontracted to a non-MSB firm(s).
_____% of the dollar value of the MSB subcontract that will be subcontracted to a MSB firm(s).

NOTICE:

If any of the MSB’s scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MSB will not be subcontracting any of the work listed or attached to this schedule.

MSBs must perform a minimum of 51% of the work on this project. This includes work performed by the MSB prime contractor and any MSB subcontractors. Credit will not be given for work that either the MSB prime or MSB subcontractors subcontract to non-MSB firms.

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 Owner, President or Authorized Agent of MSB Date

Name /Title (Print)

Phone

email

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 subcontractor MSB firms for work as indicated by this Schedule D-7 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 MBI Liaison Officer:

(Name, Please Print or Type)

(Phone)

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

(Name of Prime Contractor - Print or Type)

(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

AFFIDAVIT OF MID-SIZED BUSINESS STATUS

Project Description: _____
Specification Number: _____

State of _____
County (City) of _____

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Name of Bidder/Proposer (“Affiant”)

and that I have personally reviewed the material and facts set forth herein describing our status as a Mid-Sized Business within the requirements of the City of Chicago’s Mid-Sized Business Initiative, and thereby our eligibility for award of the contract for the project and specification number set forth above.

I. To qualify as a Mid-Sized Business for this Mid-Sized Business Initiative, a business must meet the definition of a “mid-sized local business enterprise” as set forth in Chapter 2-92-810 of the Municipal Code. In making a determination whether a business meets the definition of MSB, the Chief Procurement Officer will consider, among other factors, whether the business:

- Has been in business for at least one (1) year;
- Is independent, and not an affiliate or subsidiary of any other business;
- Has its principal place of business located in the Six-County region identified in Section 2-92-670;
- Has gross receipts, averaged over the firm’s previous five fiscal years, or number of employees, per pay period averaged over the past twelve months, that do not exceed two times the size standards set forth in 13 C.F.R. Part 121;
- Is at least 51 percent owned by one or more persons whose personal net worth is not more than two times the personal net worth of an “economically disadvantaged” person, as that term is defined in Section 2-92-670.

By its signature below, Affiant states, represents, warrants and affirms that it meets the foregoing criteria for MSB, and that it will perform the majority of the work on the construction project with its own forces and/or subcontractors who are also mid-sized local business enterprises as defined by Chapter 2-92-810 of the Municipal Code. Those subcontractors are listed on Affiant’s Schedule D-7, and Affiant states, represents, warrants and affirms that those listed subcontractors are also mid-sized local business enterprises. (Affidavits of Mid-Sized Business Status attached.)

The Contractor designates the following person as their MBI Compliance Liaison Officer:

Name: _____
Phone Number: _____

II. It is the duty of any bidder, proposer, or Contractor, all subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Affiant understands and will abide by all provisions of Chapter 2- 56 of the Municipal Code of Chicago. Contractors must inform subcontractors of this provision and require understanding and compliance herewith.

False statements made in connection with this Agreement, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or contract documents constitute a material breach of the Agreement. Any such misrepresentation renders the Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such misrepresentation. In addition, the City may debar Affiant, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Affiant pursuant to Chicago Municipal Ordinance 1-21-010).

The City may, in its sole discretion, audit the records of Affiant at any time during the term of any Contract for which this Affidavit is submitted or within five (5) years after the date of this Affidavit, in connection with the representations,

statements and affirmations made herein. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that Contractor has made any false statements to the City, the City will so notify Contractor.

III. To the best of Affiant’s knowledge, information and belief, the facts and representations contained in this Affidavit are true, and no material facts have been omitted.
On behalf of Affiant, 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 Contractor, to make this affidavit.

Signature of Affiant: _____ Date: _____
Affiant’s SBA Specialty Area(s): _____
NAICS Code(s): _____
State of _____
County of _____

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

Notary Public Signature: _____
(Seal)

Commission Expires: _____

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)

MBE/WBE/VBE COMPLIANCE PLAN

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

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

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

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

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

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

V. Attach a copy of the joint venture agreement.

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

VI. Ownership of the Joint Venture.

A. What is the percentage(s) of MBE/WBE/VBE ownership of the joint venture?
 MBE/WBE/VBE ownership percentage(s) _____
 Non-MBE/WBE/VBE ownership percentage(s) _____

B. Specify MBE/WBE/VBE percentages for each of the following (provide narrative descriptions and other details as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:
 a. Dollar amounts of initial contribution: _____
 b. Dollar amounts of anticipated on-going contributions: _____

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

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

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

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

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

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

VII. Control of and Participation in the Joint Venture.

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

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

Employed by MBE/WBE/VBE venturer _____

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

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

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

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

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

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

Name of MBE/WBE/VBE Partner Firm

Name of Non-MBE/WBE/VBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____(Seal)



**FOR
CONSTRUCTION
PROJECTS ONLY**

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

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

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

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

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

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

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

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

Subtotal: \$ _____

Total @ 100%: \$ _____

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

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

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

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

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

(Name/Title-Please Print)

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

Partial Pay Items

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

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

Subtotal: \$ _____

Total @ 100%: \$ _____

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

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

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

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

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

(Email & Phone Number)

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

(Name/Title-Please Print)

(Email & Phone Number)



**FOR
CONSTRUCTION
PROJECTS ONLY**

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

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

Project Name: _____ Specification No.: _____

From: _____
 (Name of MBE/WBE Firm)

To: _____
 (Name of 1st Tier Contractor)

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

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

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

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

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

Subtotal: \$ _____

Total @ 100%: \$ _____

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

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

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

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

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

 (Name/Title-Please Print)

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

Partial Pay Items

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

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

Subtotal: \$ _____

Total @ 100%: \$ _____

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

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

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

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

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

 (Email & Phone Number)

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

 (Name/Title-Please Print)

 (Email & Phone Number)

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

Project Name: _____ Specification Number: _____

From: _____
(Name of MBE or WBE Firm)

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

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

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

Partial Pay Items.

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

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

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

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

Name /Title (Print)

Phone Number

Email Address



FOR
CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-V

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

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

Project Name: _____ Specification No.: _____

From: _____
(Name of VBE Firm)

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

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

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

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

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ _____

Total @ 100%: \$ _____

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

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

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

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

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

(Name/Title-Please Print)

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

Partial Pay Items

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

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ _____

Total @ 100%: \$ _____

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

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

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

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

 (Email & Phone Number)

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

 (Name/Title-Please Print)

 (Email & Phone Number)



**FOR
CONSTRUCTION
PROJECTS ONLY**

SCHEDULE C-V
VBE Letter of Intent to Perform as a
2nd Tier Subcontractor to the Prime Contractor

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

Project Name: _____ Specification No.: _____

From: _____
 (Name of VBE Firm)

To: _____
 (Name of 1st Tier Contractor)

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

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

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

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

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ _____

Total @ 100%: \$ _____

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

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

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

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

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

 (Name/Title-Please Print)

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

Partial Pay Items

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

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ _____

Total @ 100%: \$ _____

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

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

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

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

 (Email & Phone Number)

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

 (Name/Title-Please Print)

 (Email & Phone Number)



SCHEDULE C-V (Construction)

VBE Letter of Intent to Perform as a SUPPLIER

**FOR
CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification Number: _____

From: _____
(Name of VBE Firm)

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

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

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

Partial Pay Items.

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

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

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of VBE Date

Name /Title (Print)

Phone Number

Email Address



**FOR
CONSTRUCTION
PROJECTS ONLY**

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

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

Project Name: _____

Specification No.: _____

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

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

 (Name of Prime Contractor)

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

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

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

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

Total MBE Participation \$ _____

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

Total WBE Participation \$ _____

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

Total Bid \$ _____

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

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

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

 (Name- Please Print or Type) (Phone)

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

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

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

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____



SCHEDULE D-V

**Compliance Plan Regarding VBE Utilization
Affidavit of Prime Contractor**

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

Project Name: _____

Specification No.: _____

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

 (Name of Prime Contractor)

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

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

Total VBE Participation \$ _____

Total VBE Participation % _____

Total Bid \$ _____

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

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

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

(Name- Please Print or Type) (Phone)

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

(Name of Prime Contractor – Print or Type) State of: _____

(Signature) County of: _____

(Name/Title of Affiant – Print or Type)

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

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS FOR CONSTRUCTION CONTRACTS

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

Duplicate sheets as needed.

Project Name: _____

Specification #: _____

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

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

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

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

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

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

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

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

(Name of Prime Contractor - Print or Type)

(Signature)

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

(Date)

On this _____ day of _____, 20____,

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

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

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

Notary Public Signature

(Seal)

Commission Expires: _____

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

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

Project Name: _____ Specification # _____

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

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

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

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

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

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

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

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

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

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

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

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

Describe assistance efforts.

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

Describe assistance efforts.

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

Describe efforts to use agencies listed on Attachment A.

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

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

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

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

Signature of Notary Public

(Seal)

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

Specification No.: _____

Department Project No.: _____

Date: _____

Voucher No.: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

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

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

(Address of Company)

(_____) _____
(Phone)

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

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

TOTAL AMOUNT PAID TO MBEs TO DATE: \$_____

TOTAL AMOUNT PAID TO WBEs TO DATE: \$_____

TOTAL AMOUNT PAID TO VBEs TO DATE: \$_____

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

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument was executed).

Signature of Notary Public

(Seal)

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

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

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

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

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

1.2. **ONLINE EDS WEB LINK**

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

1.3. **ONLINE EDS NUMBER**

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

EDS Number: _____

1.4. **ONLINE EDS CERTIFICATION OF FILING**

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

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

1.5. **PREPARATION CHECKLIST FOR REGISTRATION**

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

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.

	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.
--	--

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

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

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

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: “Person” means a human being.

Q: Who must submit an EDS?

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

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 4%, 6%, or 8%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC"), is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid.

- 1. Of the three following bid preference options from 2-92-412, check the one option that Bidder qualifies for and wishes to apply to this Bid:
 - 4% Bidder is a City-based business.
 - 6% Bidder meets 4% requirements and majority of Prime Contractor's employees are City resident employees and if applicable are not counted towards work hours required by Section 2-92-330.
 - 8% Bidder meets 6% requirements and majority of Prime Contractor's City resident employees are residents of a socio-economically disadvantaged area and are not counted towards work hours required by Section 2-92-330.
- 2. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412? Yes No
- 3. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago? Yes No
- 3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago? Yes No
- 4. Street address of business location within the City of Chicago (P.O. address not accepted):

- 5. Describe the business activities are carried out at the location listed above: _____

- 6. How many full-time regular employees are currently employed at the location listed above? _____
- 7. How many full-time regular employees at the location listed above are "City resident employees," as that term is defined in this bid solicitation and MCC 2-92-412? _____(for 6% and 8% preferences only)
- 8. How many of Bidder's full-time City resident employees identified above are residents of a socio-economically disadvantaged area, as that term is defined in this bid solicitation and MCC 2-92-412? _____(for 8% preference only)
- 9. Total number of full-time regular employees employed at all locations worldwide? _____
- 10. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":

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

Name of Bidder (Print or Type): _____

Signature of Authorized Officer (Sign): _____ Date: _____

Title of Signatory (Print or Type): _____

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

(Signature of Notary Public)

(seal)

BIDDER'S COMMITMENT TO PROVIDE LOCALLY MANUFACTURED GOODS AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Manufacturer's Affidavit of Local Manufacturing* for each local manufacturer from which goods will be sourced, if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Unless otherwise provided in the applicable bid solicitation, in order for an item to be considered Locally Manufactured Goods, more than 50% of the value of the item must be derived from manufacturing activities that occur within a city-based manufacturer's facility located within the City of Chicago.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____ Specification #: _____
2. The value of Locally Manufactured Goods (as defined in MCC 2-92-410 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?
 25% to 49%-- 1% incentive 50% to 74%-- 1.5% incentive 75% or greater-- 2% incentive

3. Identify the bid lines under which Locally Manufactured Goods will be provided and their value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	Locally Manufactured Item(s) to be provided	Manufacturer*	Value of Item(s)
			\$
			\$
			\$
TOTAL:			\$

*Bidder must provide *Manufacturer's Affidavit of Local Manufacturing* for each manufacturer listed.

Bidder understands that if it fails to supply the committed percentage of Locally Manufactured Goods, under MCC 2-92-410 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied.

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: _____
 (Print or Type)

Signature of Authorized Officer: _____
 (Signature)

Title of Signatory: _____
 (Print or Type)

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

 (Signature of Notary Public)
 (Seal)

LOCAL MANUFACTURING AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. If goods will be manufactured by multiple manufacturers or at multiple facilities in the City of Chicago, submit an affidavit for each. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in MCC 2-92-412 will not be allocated to the same bid.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract Title: _____ Specification #: _____

Bidder/Contractor Name: _____

2. Is manufacturer a "City-Based Manufacturer" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410? () Yes () No

3. Street address of manufacturing facility location within the City of Chicago (P.O. address not accepted):

4. Describe the manufacturing activities carried out at the location listed above: _____

5. List the goods to be manufactured at this facility manufacturer is prepared to provide to Bidder/Contractor, describe the production steps performed at the facility in the manufacture of each item, and the percentage of the item's value derived from manufacturing activities at this facility, and attach a catalog page, cut sheet, or product specification for each item:

Item: _____ Production steps: _____ % of value

Item: _____ Production steps: _____ % of value

6. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Locally Manufactured Goods Incentive is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago.

The Bidder/Contractor understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Manufacturer: _____

(Print or Type)

Signature of Manufacturer Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

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

(Signature of Notary Public)

(Seal)

ELIGIBLE BUSINESS FOR BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

If this is a competitively bid Contract funded in whole by City funds, an Eligible Business preference for alternatively powered vehicles may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be non-Eligible Businesses.

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? () Yes () No

2. Street address of principal place of business: _____

3. How many total vehicles, as defined in the Terms and Conditions, "Bid Incentive for Alternatively Powered Vehicles," are currently owned, operated, leased or otherwise controlled by bidder?

Line 3(a): _____

4. How many of bidder's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles _____

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) _____%

5. How many of bidder's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternatively Powered Vehicles?

Line 5(a): number of vehicles _____

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) _____%

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

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

(Signature of Notary Public)
(Seal)

VETERAN-OWNED SMALL LOCAL BUSINESSES AND ELIGIBLE JOINT VENTURES AFFIDAVIT

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-950 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. In some circumstances application of this incentive will affect counting MBE or WBE participation when the small local business involved in claiming the incentive is an MBE or WBE, please consult DPS regulations. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder a "veteran-owned small local business" as defined in Book 1, Section XXII.D. of this bid solicitation and in MCC 2-92-920?
 Yes No If Yes, attach the bidder's current City of Chicago VBE certification letter and skip to #7 below.

2. Is bidder an "eligible joint venture" as defined in Book 1, Section XXII.D. of this bid solicitation and in MCC 2-92-920?
 Yes No

3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-920?
 Yes No

4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in MCC 2-92-920?
 Yes No

5. Is the veteran-owned business identified in #4 above an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?
 Yes No

If yes, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-920.

6. Is the veteran-owned business identified in #4 above certified by either: (i) the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) the County of Cook as a veteran business enterprise; (iii) the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business? If yes to any of the above, please provide appropriate documentation.
 Yes No

7. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

8. Provide address of the veteran-owned business, including the County in which it is located. _____

County: _____

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

BIDDER MUST COMPLETE THE APPLICABLE SIGNATURE LINE(S) ON THE FOLLOWING PAGE.

VETERAN-OWNED SMALL LOCAL BUSINESSES AND ELIGIBLE JOINT VENTURES AFFIDAVIT – SIGNATURE PAGE

Required Signature for All Applicants

Name of Veteran-Owned Business: _____
(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____
(Signature)

Title of Signatory: _____
(Print or Type)

Additional Required Signatures for Eligible Joint Venture Applicants

Name of Joint Venture (for eligible joint ventures only): _____
(Print or Type)

Name of SBE (for eligible joint ventures only): _____
(Print or Type)

Signature of Authorized Officer for SBE (for eligible joint ventures only): _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

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

(Signature of Notary Public)

(Seal)

BIDDER'S COMMITMENT TO UTILIZE VETERAN-OWNED SUBCONTRACTORS AFFIDAVIT

The Veteran-Owned Subcontractors Incentive as described in Section 2-92-940 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid construction projects funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Bidders must attach a copy of each veteran-owned subcontractor's City of Chicago VBE certification letter. No other certification letters will be accepted for purposes of determining eligibility for this bid incentive. If this incentive is allocated, neither the Bid Incentive for Certain City-Based Manufacturers described in MCC 2-92-410, nor any other procurement set-aside benefit for a veteran-owned business enterprise under the MCC, will be allocated to the same bid.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____
Specification #: _____

2. The value of work performed by veteran-owned subcontractors (as defined in MCC 2-92-920 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?
() 1% to 16%-- 0.5% incentive () 17% to 32%-- 1% incentive
() 33% to 49%-- 1.5% incentive () 50% or greater-- 2% incentive

Bidder understands that if it fails to utilize the committed percentage of veteran-owned subcontractors, under MCC 2-92-940 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of veteran-owned subcontractors throughout the duration of the contract period.

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

Bidder understands that if a veteran-owned subcontractor is also an MBE/WBE, any participation on the contract that is utilized toward MBE/WBE goals on the prime contractor's compliance plan shall not count toward the total dollar value of work performed by veteran-owned subcontractors for purposes of this Bid Incentive.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____
County of _____

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

(Signature of Notary Public)
(Seal)

BIDDER'S COMMITMENT TO UTILIZE APPRENTICES THAT ARE GRADUATES OF CHICAGO SCHOOLS

The Apprentice Ordinance Bid Incentive as described in Section 2-92-335 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid construction projects funded in whole by City funds with an estimated contract value of \$100,000.00 or more.

Bidder must submit this form with the bid if it desires to be considered for this bid incentive on a future eligible construction project. Bidders that do not submit this page with their bid may still be eligible for this future bid incentive if it is awarded a contract under this specification and submits this affidavit to the CPO during the contract term. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to award an earned credit certificate for use on a future eligible construction project bid following contract close-out.

1. Contract title: _____
Specification #: _____

2. The percentage of total labor hours for which Bidder commits to utilize apprentices (as defined in MCC 2-92-335 and the applicable bid solicitation) will be what percentage of the total hours performed under the contract?
 5% to 10%-- *0.5% incentive*
 11% to 15%-- *1.0% incentive*

Bidder understands that, pursuant to MCC 2-92-335, unless it meets or exceeds its apprentice utilization goals upon completion of this construction project, Bidder will not receive the above bid incentive for future construction project contracts.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

REQUEST TO APPLY BID INCENTIVE: CHICAGO GRADUATES APPRENTICE UTILIZATION (MCC 2-92-335)

The Apprentice Ordinance Bid Incentive as described in Section 2-92-335 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid construction projects funded in whole by City funds with an estimated contract value of \$100,000.00 or more.

Bidder must submit this form with the bid if it desires to use a previously obtained earned credit certificate bid incentive on its bid for this contract. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to award this bid incentive.

1. Current Contract title: _____
Current Specification #: _____
2. Value of previously earned credit certificate for application to this contract bid:
\$ _____
Previous Contract title: _____
Previous Specification #: _____

Attach a copy of the earned credit certificate for verification.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder; (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution; and (3) warrants that bidder did in fact employ those apprentices on the identified previous contract and take all other actions that were required to qualify for this bid incentive.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

(Signature of Notary Public)
(Seal)

BIDDER'S COMMITMENT TO UTILIZE RETURNING RESIDENT APPRENTICES

The Returning Resident Apprentice Ordinance Bid Incentive as described in Section 2-92-336 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid construction projects funded in whole by City funds with an estimated contract value of \$100,000.00 or more.

Bidder must submit this form with the bid if it desires to be considered for this bid incentive on a future eligible construction project. Bidders that do not submit this page with their bid may still be eligible for this future bid incentive if it is awarded a contract under this specification and submits this affidavit to the CPO during the contract term. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to award an earned credit certificate for use on a future eligible construction project bid following contract close-out.

- 1. Contract title: _____
Specification #: _____

- 2. The percentage of total labor hours for which Bidder commits to utilize Returning Resident apprentices (as defined in MCC 2-92-336 and the applicable bid solicitation) will be what percentage of the total hours performed under the contract?
() 5% to 10%-- 0.5% incentive
() 11% to 15%-- 1.0% incentive

Bidder understands that, pursuant to MCC 2-92-336, unless it meets its Returning Resident apprentice utilization goals upon completion of this construction project, Bidder will not receive the above bid incentive for future construction project contracts.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

REQUEST TO APPLY BID INCENTIVE: RETURNING RESIDENT APPRENTICE UTILIZATION (MCC 2-92- 336)

The Returning Resident Apprentice Ordinance Bid Incentive as described in Section 2-92-336 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid construction projects funded in whole by City funds with an estimated contract value of \$100,000.00 or more.

Bidder must submit this form with the bid if it desires to use a previously obtained earned credit certificate bid incentive on its bid for this contract. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to award this bid incentive.

1. Current Contract title: _____
Current Specification #: _____

2. Value of previously earned credit certificate for application to this contract bid:
\$ _____
Previous Contract title: _____
Previous Specification #: _____

Attach a copy of the earned credit certificate for verification.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder; (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution; and (3) warrants that bidder did in fact employ those apprentices on the identified previous contract and take all other actions that were required to qualify for this bid incentive.

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____(date) by

_____(name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

BIDDER'S COMMITMENT TO UTILIZE BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES (BEPD)

The BEPD Incentive as described in Section 2-92-337 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____
Specification #: _____

2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?
 2% to 5%-- 1% incentive 6% to 9%-- 2% incentive
 10% to 13%-- 3% incentive 14% or greater-- 4% incentive

Bidder understands that if it fails to utilize the committed percentage of BEPD subcontractors, under MCC 2-92-337 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of BEPD subcontractors throughout the duration of the contract period.

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

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

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

(Signature of Notary Public)
(Seal)

MENTORING PROGRAM BID PREFERENCE AFFIDAVIT

The Mentoring Program bid preference as described in Section 2-92-535 of the Municipal Code of Chicago (“MCC”) is applicable to contracts having an estimated value of \$100,000 or more.

A bid preference of **1 percent** of the contract base bid is available to qualified bidders that are prime contractors that have entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement. The bid preference is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidder must submit this form, and a copy of either its mentoring agreement or a subcontractor-to-subcontractor mentoring agreement, with the bid if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be eligible for this bid preference. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

Contract title: _____

Specification #: _____

Bidder understands that if it fails to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which this bid preference was taken into consideration in awarding of a contract, Bidder shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Bidder can demonstrate that due to circumstances beyond the Bidder’s control, Bidder for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the contract period.

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

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

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

(Signature of Notary Public)

(Seal)

SEXUAL HARASSMENT POLICY AFFIDAVIT

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

Contract title: _____
Specification #: _____

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment in compliance with Section 6-10-040 of the MCC.

In accordance with Section 6-10-040 of the MSS, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) a statement that sexual harassment is illegal in Chicago;
- (ii) the following definition of sexual harassment: “‘Sexual harassment’ means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual’s employment position.”;
- (iii) a requirement that all employees participate in: (1) sexual harassment prevention training annually, (a) Employees shall participate in a minimum of one hour of sexual harassment prevention training annually, and (b) Anyone who supervises or manages employees shall participate in a minimum of two hours of sexual harassment prevention training annually, and (2) one hour of bystander training annually;
- (iv) Examples of prohibited conduct that constitute sexual harassment;
- (v) Details on: (1) how an individual can report an allegation of sexual harassment, including, as appropriate, instructions on how to make a confidential report, with an internal complaint form, to a manager, employer’s corporate headquarters or human resources department, or other internal reporting mechanism; and (2) legal services, including governmental, available to employees who may be victims of sexual harassment; and
- (vi) A statement that retaliation for reporting sexual harassment is illegal in Chicago.

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

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

Name of Contractor: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____(date) by

_____ (name/s of person/s making statement).

(Signature of Notary Public)

(SEAL)

BIDDER'S COMMITMENT TO UTILIZE PROJECT AREA SUBCONTRACTORS

The Project Area Subcontractor Bid Preference as described in Section 2-92-405 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts for construction work funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Subcontractor's Affidavit of Project Area* for each project area subcontractor that will participate in the project, if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be regarded as utilizing project area subcontractors. Attach additional sheets if necessary. If this preference is applied, the Local Manufacturer Incentive described in MCC 2-92-410 will not be allocated to the same bid.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____ Specification #: _____
2. The value of work to be performed by Project Area Subcontractor (as defined in MCC 2-92-405 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?
 1% to 16%-- 0.5% of contract base bid 33% to 49%-- 1.5% of contract base bid
 17% to 32%-- 1% of contract base bid 50% or greater-- 2% of contract base bid

3. Identify the bid lines under which Project Area Subcontractor work will be provided and its value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	Work to be performed	Project Area Subcontractor*	Value of Work
			\$
			\$
			\$
TOTAL:			\$

*Bidder must provide *Project Area Subcontractor Affidavit* for each subcontractor listed.

Bidder understands that if it fails to supply the committed percentage of Project Area Subcontractor Work, under MCC 2-92-405 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid preference that would have been allocated to that contractor for the amount of project area subcontractor work actually provided.

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

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

 (Signature of Notary Public)
 (Seal)

PROJECT AREA SUBCONTRACTOR AFFIDAVIT

The Project Area Subcontractor Bid Preference as described in Section 2-92-405 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid preference. Bidders that do not submit this page with their bid will not be regarded as utilizing project area subcontractors. If work will be performed by multiple Project Area Subcontractors, submit an affidavit for each. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

- 1. Contract Title: _____
 Specification #: _____
 Bidder/Contractor Name: _____
- 2. Is subcontractor a "Project Area Subcontractor" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-405? () Yes () No
- 3. Is subcontractor a "Small Business Enterprise" as described by the US Small Business Administration and defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-405? () Yes () No
- 4. Street address of facility location within the City of Chicago (P.O. address not accepted):

- 5. Describe the work to be performed on the contract: _____

- 6. List City of Chicago business license(s) held. If none are required, indicate "none required":

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Project Area Business Preference is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago. The Bidder/Contractor understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Project Area Subcontractor: _____
(Print or Type)

Signature of Project Area Subcontractor Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____
County of _____

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

(Signature of Notary Public)
(Seal)

BIDDER'S COMMITMENT TO ENCOURAGE DIVERSE MANAGEMENT AND WORKFORCE

By submitting this affidavit, Bidder certifies that it has reviewed Section 2-92-407 of the Municipal Code of Chicago ("MCC"), represents that it is eligible for the applicable bid incentive(s), and commits to maintaining a diverse workforce and/or management in the percentage(s) indicated below.

The Bid Incentives to Encourage Diverse Management and Workforce as described in MCC 2-92-407 are applicable to competitively bid contracts funded solely by City funds. Bidder may qualify for and apply for both or either of the diverse management and diverse workforce bid incentives.

Bidder must submit this affidavit and required documentation with the bid if it desires to be considered for either bid incentive. Bidders that do not submit this affidavit with and the applicable completed Detailed Diverse Management and Detailed Diverse Workforce Excel sheets will not be eligible to receive either bid incentive. Attach additional sheets if necessary.

The CPO may request additional information or documentation before determining to apply the incentive(s).

Contract title:

Specification #:

1. The total percentage of Diverse Management (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Management?

- 10% to 20% — 0.5% incentive
- Greater than 20% to 40% — 2% incentive
- Greater than 40% — 4% incentive
- N.A. – not requesting diverse management incentive

2. The total percentage of Diverse Workforce (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Workforce?

- 10% to 20% — 2% incentive
- Greater than 20% to 40% — 4% incentive
- Greater than 40% — 6% incentive
- N.A. – not requesting diverse workforce incentive

3. How many full-time, permanent employees are currently employed by Bidder? _____

4. How many of Bidder's full-time, permanent employees are considered Diverse as defined in MCC 2-92-407? _____

5. How many of Bidder's full-time, permanent employees are considered Management as defined in MCC 2-92-407? _____

6. How many of Bidder's full-time, permanent employees identified above as Management are considered Diverse as defined in MCC 2-92-407? ____

Note: You must attach the Detailed Diverse Management and Detailed Diverse Workforce Excel sheets provided in the Specification to this affidavit. If only one of the Excel sheets is applicable, please fill in "not applicable" on the nonapplicable sheet. (For example, if you are only committing a percentage to Diverse Management, please fill in the Detailed Diverse Management Excel sheet and write "not applicable" on the Detailed Diverse Workforce Excel sheet.)

Bidder understands that if it fails to retain the committed percentage of Diverse Management and/or Workforce, under MCC 2-92-407 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond its control, the contractor for good cause was unable to retain the percentage of Diverse Management and/or Workforce throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the diversity of its workforce or management as applicable.

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

Name of Bidder:
(Print or Type)

Signature of Authorized Officer:
(Signature)

Title of Signatory:
(Print or Type)

State of _____ County of _____

Signed and sworn (or affirmed) to before me on _____(date)

By _____(name/s of person/s making statement).

(Signature of Notary Public) (Seal)



BID BOND

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

PRINCIPAL (Legal name and business address)

State of incorporation or organization:

SURETY (Legal name and business address)

State of incorporation:

BID IDENTIFICATION

BID OPENING DATE:

SPECIFICATION NUMBER:

SPECIFICATION TITLE (AND PROJECT NUMBER IF AVAILABLE):

PENAL SUM OF BOND

_____ %, _____ PERCENT OF BASE BID

Surety Bond No.:

Obligation:

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

Conditions:

The Principal has submitted the bid identified above.

Therefore:

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

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

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

Witness:

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

PRINCIPAL

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

SURETY

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

NOTARY

STATE OF _____, COUNTY OF _____

I, _____, a Notary Public in the County and State aforesaid, do hereby certify that
_____ of the

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

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

NOTARY PUBLIC

Notary Seal

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

INSTRUCTIONS FOR CITY OF CHICAGO BID BOND FORM

Bidders/Proposers: Give these instructions to your surety.

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

SPS/PS INITIALS

RIDER ATTACHED

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we, **COMPANY NAME**
STREET ADDRESS
CITY, STATE ZIP CODE

Principal, hereinafter referred to as Contractor, and _____, Surety of the County of _____ and State of _____, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of:

--- Dollar Amount in Words and 00/100 Dollars (\$) ---

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 _____, 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. XXXXX and Specification No. XXXXXX all in conformity with said contract, for,

Furnishing the City of Chicago, **Name of User Department**, all labor, tools, material, and equipment required and necessary for the project known as:

PROJECT DESCRIPTION

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

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property; arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen,

assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois; and any order of court based upon such decision, or judgement thereon, rendered' against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath; prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 5 5 0 , 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 one hundred eighty (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 ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120-day period in which case action may be taken immediately following such final settlement, and provided, further that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

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

COMPANY NAME

Approved: _____, 20____

_____(Seal)
By: President

Chief Procurement Officer

_____(Seal)
Attest: Secretary

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

PRINCIPAL
IF CORPORATION

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

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

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

Notary Public

SURETY, IF CORPORATE

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

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

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

Notary Public

PRINCIPAL
IF INDIVIDUAL

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

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

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

Notary Public

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.