

**BOOK 2  
INSTRUCTION AND EXECUTION DOCUMENTS**

**PROJECT TITLE: LAKE SHORE DRIVE OVER WILSON AVENUE BRIDGE  
REHABILITATION**

**C.D.O.T. PROJECT NO.:** E-5-509  
**SPECIFICATION NO.:** 304886  
**F.A. PROJECT NO.:** HPP-1459(002)  
**STATE JOB NO.:** C-88-024-16  
**SECTION NO.:** 05-E5006-01-BR



**CITY OF CHICAGO  
RAHM EMANUEL  
MAYOR**

**REBEKAH SCHEINFELD**

Commissioner  
Department of Transportation  
Suite 1100, 30 North LaSalle Street  
Chicago, Illinois 60602-2570

**DANIEL BURKE, P.E., S.E.**

Deputy Commissioner  
Division of Engineering

**Issued by  
DEPARTMENT OF PROCUREMENT SERVICES**

**JAMIE L. RHEE**

Chief Procurement Officer

Document Printed May 2017

**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 Federally Funded – Non FTA projects, dated December, 2016, 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.*

*Printed copies of Book 1 are available at the City of Chicago, Department of Procurement Services, 121 North LaSalle Street, Room 103, Chicago, Illinois 60602. Book 1 is also available on the City's web site at [http://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/forms\\_and\\_standardagreements.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/forms_and_standardagreements.html).*

**BOOK 2 – INSTRUCTIONS AND EXECUTION DOCUMENTS**

**ADVERTISEMENT FOR BIDS**

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**BOOK 2 - INSTRUCTIONS AND EXECUTION DOCUMENTS**  
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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 Joint Venture; or
  - \_\_\_ Proposal To Be Completed By a Corporation; or
  - \_\_\_ Proposal To Be Completed By a Partnership; or
  - \_\_\_ Proposal To Be Completed by a Sole Partnership
3. \_\_\_\_\_ Affidavit of Availability
4. \_\_\_\_\_ Contractor's Affidavit Regarding Removal of all Waste Materials and Identification of All Legal Dump Sites
5. \_\_\_\_\_ Schedule B – Affidavit of Joint Venture (if applicable)
6. \_\_\_\_\_ Schedule C – Letter of Intent from DBE
7. \_\_\_\_\_ Schedule D – Affidavit of Prime Contractor
8. \_\_\_\_\_ Schedule F – Report of Subcontractor Solicitations
9. \_\_\_\_\_ City of Chicago Economic Disclosure Statement Certificate of Filing

## **SECTION ONE**

## PROJECT INFORMATION

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

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

### **LAKE SHORE DRIVE OVER WILSON AVENUE BRIDGE REHABILITATION C.D.O.T. PROJECT NO. E-5-509**

all in accordance with Contract Documents set forth below.

#### **General Description of Work**

The work for which proposals are invited consist of the rehabilitation of the Lake Shore Drive Viaduct over Wilson Avenue. This work includes but is not limited to the following: the installation of steel pans to be attached under the existing structural steel beams, cleaning and painting exposed reinforcement bars that are mostly still embedded in sound concrete but partially exposed on the bridge deck underside, structure repair of concrete on the bridge piers, abutments and wingwalls, structure repair of concrete T-beams with shotcrete and fiber wrap, the installation of traffic guardrails adjacent to the existing steel shoring towers, the installation of new security fences under the bridge, the removal of the existing concrete temporary barrier on Lake Shore Drive, the construction of new concrete barrier on Lake Shore Drive, and the construction of shared-use paths under the structure; as described in the detail specifications, including all appurtenant work and accessories, to the complete satisfaction of, approval and acceptance by the City.

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

**Fund Source:** Federal Highway Administration

Concurrence from the Illinois Department of Transportation (“IDOT”) is required as a condition precedent to award of a contract for the Work described herein.

## PROJECT INFORMATION

**Contract DBE Participation Goal:** 25% of Total Base Bid

**Bid Deposit:** 5% of Total Base Bid

### **Award of Contract**

Proposals will be compared based on the **Total Base Bid**, correctly computed, and a contract, if awarded, will be awarded to the lowest responsible and responsive 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. Site inspection shall be arranged through the Project Manager at the office of the Division of Engineering, 30 N. LaSalle Street, Suite 400, Chicago, IL. (Telephone 744-2012)

### **Government – Equal Employment Opportunity**

The attention of bidders is directed to the Government Requirements for construction contracts included in Book 1, AFFIRMATIVE ACTION PLAN TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246), Notice of Affirmative Action to Ensure Equal Employment Opportunity, and the Standard Federal Equal Employment Opportunity construction Contract Specifications (Executive order 11246).

### **Document Deposit**

\$0.00 first set per bidder on CD ROM

\$50.00 each subsequent set per bidder on CD ROM.

### **Pre Bid Conference**

A pre bid conference will be held at the date, time and location indicated in the advertisement for bids. All interested parties are **strongly encouraged** to attend. The City may answer questions or clarify the terms of the bid documents at the conference. Written answers may be provided following the conference. Questions and requests for clarification may be submitted in writing, or may be raised at the conference; however, verbal questions or requests for clarification must be sent by email mail and directed to the attention of the Contract Administrator, Department of Procurement Services, Room 806 of the 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.

## CONTRACT INSURANCE REQUIREMENTS

Department of Transportation  
Lake Drive over Wilson Avenue Bridge Rehabilitation  
CDOT Project E-5-509

### A. INSURANCE REQUIRED

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

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

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work or service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to: other states endorsement, alternate employer and voluntary compensation when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

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

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the

City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.



Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 3) Automobile Liability (Primary and Umbrella)  
Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City is to be named as an additional insured on a primary, non-contributory basis.
  
- 4) Excess/Umbrella  
Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

- 5) Builders Risk  
When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the facility/project. Coverages must include but are not limited to the following: right to partial occupancy, material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, damage to adjoining and existing property, collapse, debris removal and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.  
  
The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.
  
- 6) Owner's and Contractor's Protective Liability  
With respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.
  
- 7) Professional Liability  
When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start

of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Contractors Pollution Liability

When any work performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

**B. ADDITIONAL REQUIREMENTS**

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

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

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

Waiver of Subrogation. Contractor hereby waives its rights 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 Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

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

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

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

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

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

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

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

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

## INSURANCE CERTIFICATE OF COVERAGE

Named Insured: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 (City) (State) (Zip)

Specification #: \_\_\_\_\_  
 RFP: \_\_\_\_\_  
 Project#: \_\_\_\_\_  
 Contract#: \_\_\_\_\_

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

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

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

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

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

**For City use only**

Name of City Department requesting certificate: (Using Dept.) \_\_\_\_\_  
 Address: \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
 Attention: \_\_\_\_\_

**PROPOSAL PAGES**

## **PROPOSAL**

The undersigned proposes to construct the

### **LAKE SHORE DRIVE OVER WILSON AVENUE BRIDGE REHABILITATION C.D.O.T. PROJECT NO. E-5-509**

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), accessories and transportation services necessary to perform and complete the Work required, in a workmanlike manner and within the specified time, all in accordance with the Contract Documents, at the unit and lump sum prices set forth in the Schedule of Prices.

In connection with this proposal, the Bidder represents and warrants:

- Bidder will furnish a performance and payment bond in the required form and with sureties satisfactory to the City of Chicago within 7 calendar days after Bidder receives written notice that the City has accepted its proposal;
- Bidder has carefully examined the Contract Documents, Addenda (if any), and Exhibits on file at the Department of Transportation; inspected in detail the site of the proposed Work; familiarized itself with all of the conditions affecting the Contract, the Work to be done, and the conditions under which it must be carried out; and understands that in making its proposal it waives all rights to plead any misunderstanding regarding these matters;
- Bidder has completed and signed the “Economic Disclosure Statement” form and all other forms requiring Bidder’s authorized signature;
- Bidder is ready, willing and able to undertake the Project and is prepared to and will provide documentation as outlined in Article 6 of the Requirements for Bidding and Instructions to Bidders entitled “Competency of the Bidder” to the satisfaction of the Chief Procurement Officer in his sole judgment, relating to Bidder’s experience and performance ability and possession of necessary facilities, financial resources, and insurance, all for such a Project;
- Bidder or any of its officers is not barred from contracting with any unit of state or local government as a result of violations of law prohibiting bid-rigging or bid-rotating;
- Bidder understands that Bidder’s Schedule of Prices must show the unit or lump sum price, as the case may be, for which Bidder proposes to perform each item of Work; that all extensions and the summation for the Total Base Bid must be made by Bidder, and that if not so made, Bidder’s proposal may be rejected as irregular; and

- Bidder's price stated for each item of Work is based on the projected cost of that item at the time the Work is performed and includes a proportionate amount of the total cost for full compliance with the Contract Documents and with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments having jurisdiction, and constitutes compensation in full for performing and completing the Work pertaining to that item, free of all claims and charges whatsoever.

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 NOT RESPONSIVE TO THE REQUEST FOR BIDS.

### **TIME OF COMPLETION**

It is understood and agreed that TIME IS OF THE ESSENCE IN THIS CONTRACT, and the Contractor agrees to begin actual work covered by this Contract after notification by the Commissioner to commence work and to prosecute the same with all due diligence so as to complete the entire work under the Contract within 150 calendar days after the date for commencement of work. It is understood that "Completion" will 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 working 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 must 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.

### **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





## **UNIT PRICES**

**In accordance with the provisions of Book 1, XIII.G.1.a**, unit prices will be used to determine the amount to ADD TO or DEDUCT FROM contract price for properly authorized additional or omitted work. Unit prices must 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 must 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 must be inserted in the spaces provided, in this proposal.

## **SCHEDULE OF PRICES**

**SCHEDULE OF PRICES  
CDOT PROJECT NO. E-5-509**

**LAKE SHORE DRIVE OVER WILSON AVENUE BRIDGE REHABILITATION**

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.	IDOT CDOT CODE NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	20900110	POROUS GRANULAR BACKFILL	CU YD	11.0		
2	50102400	CONCRETE REMOVAL	CU YD	0.3		
3	50200100	STRUCTURE EXCAVATION	CU YD	32.8		
4	50300225	CONCRETE STRUCTURES	CU YD	106.2		
5	50500405	FURNISHING AND ERECTING STRUCTURAL STEEL	POUND	21150.0		
6	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	9190.0		
7	59000200	EPOXY CRACK INJECTION	FOOT	85.0		
8	63000019	NON-BLOCKED STEEL PLATE BEAM GUARDRAIL	FOOT	200.0		
9	63100045	TRAFFIC BARRIER TERMINAL, TYPE 2	EACH	2.0		
10	63100070	TRAFFIC BARRIER TERMINAL, TYPE 5	EACH	2.0		
11	63100085	TRAFFIC BARRIER TERMINAL, TYPE 6	EACH	2.0		
12	64300240	IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	2.0		

**SCHEDULE OF PRICES  
CDOT PROJECT NO. E-5-509**

**LAKE SHORE DRIVE OVER WILSON AVENUE BRIDGE REHABILITATION**

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.	IDOT CDOT CODE NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
13	67100100	MOBILIZATION	L SUM	1.0		
14	70103815	TRAFFIC CONTROL SURVEILLANCE	CAL DA	150.0		
15	70106800	CHANGEABLE MESSAGE SIGN	CAL MO	8.0		
16	70300520	PAVEMENT MARKING TAPE, TYPE III 4"	FOOT	470.0		
17	70400100	TEMPORARY CONCRETE BARRIER	FOOT	820.0		
18	70600260	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	2.0		
19	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	84.0		
20	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	2292.0		
21	78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	3300.0		
22	CDOT6700010	ENGINEER'S FIELD OFFICE	CAL MO	8.0		
23	X0323818	CLEANING AND PAINTING EXPOSED REBAR	SQ FT	367.0		
24	X0325749	FIBER WRAP	SQ FT	182.0		

**SCHEDULE OF PRICES  
CDOT PROJECT NO. E-5-509**

**LAKE SHORE DRIVE OVER WILSON AVENUE BRIDGE REHABILITATION**

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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.	IDOT CDOT CODE NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
25	X0326106	BLAST CLEANING BRIDGE CONCRETE SURFACE	SQ FT	13179.0		
26	X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	155.0		
27	X5030290	STAINING CONCRETE STRUCTURES	SQ FT	13179.0		
28	Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	2040.0		
29	Z0012755	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 INCHES)	SQ FT	166.0		
30	Z0031200	JACKING AND CRIBBING	EACH	4.0		
31	*****	METHYL METHACRYLATE PAVEMENT COLORIZATION, GREEN	SQ YD	462.2		
32	*****	REPAIR EXISTING BRIDGE LIGHTING SYSTEM	L SUM	1.0		
33	*****	TRAFFIC CONTROL AND PROTECTION	L SUM	1.0		
34	*****	TUBULAR FLEXIBLE DELINEATOR	EACH	78.0		
35	*****	REMOVAL OF EXISTING CONCRETE BARRIER WALL AND GUARDRAIL	FOOT	570.0		
36	*****	ORNAMENTAL IRON FENCE	FOOT	205.0		

**SCHEDULE OF PRICES  
CDOT PROJECT NO. E-5-509**

**LAKE SHORE DRIVE OVER WILSON AVENUE BRIDGE REHABILITATION**

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.	IDOT CDOT CODE NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
				TOTAL BASE BID		

## **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 must, before submitting its bid, carefully examine the proposal, plans, specifications, contract documents and bonds. The bidder must inspect in detail the site of the proposed work and become familiar with all of the local conditions affecting the contract and the detailed requirements of construction. 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. Bid deposit shall be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in cashiers check, money order or certified check. 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 his determination shall be final.

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



## **Requirements for Bidding and Instructions for Bidders**

### **3. Preparation of Proposal**

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

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

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

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

### **4. Submission of Proposals**

All prospective bidders shall submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose by the DEPARTMENT OF PROCUREMENT SERVICES, 1<sup>st</sup> Floor, City Hall. If proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder shall carry the following information on the face of the envelope: bidder’s name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

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

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

### **5. Withdrawal of Proposals**

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, 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

## **Requirements for Bidding and Instructions for Bidders**

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 90 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. Consideration of Proposals**

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

### **8. Balanced Bids**

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

### **9. 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.

## **Requirements for Bidding and Instructions for Bidders**

### **10. 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.

### **11. 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.

### **12. 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.

### **13. 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.

### **14. 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

## **Requirements for Bidding and Instructions for Bidders**

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 his sole discretion, accept an alternate bid for a specified item, provided the alternate item so bid is, in the Chief Procurement Officer's sole opinion, the equivalent of the item specified in the Contract Documents. An alternate that is not equivalent to the specified item may render the bid non-responsive. Unless the alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the Contract Documents. No substitution of specified items will be allowed thereafter except as provided in Section VII.D.2., of the Terms and Conditions for Construction.

### **15. 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.

### **16. Taxes**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-01. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Illinois statutes. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal Laws and Regulations.

### **17. 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 with IDOT an APPLICATION 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

## **Requirements for Bidding and Instructions for Bidders**

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](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.

When submitting a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION it must be in a PDF format on a labeled CD-ROM that contains complete and all information in a single file. Paper submissions of this STATEMENT are no longer permissible. Additionally include an e-mail address for the Department of Procurement Services to acknowledge receipt of this STATEMENT which will be kept on file by the Chief Procurement Officer as a representative statement for a period of one year only. The Department of Procurement Services no longer issues a financial rating statement or certificate. The financial Statement information must be sent to, DEPARTMENT OF PROCUREMENT SERVICES, Room 806 City Hall, 121 North LaSalle Street, Chicago, Illinois, 60602.

### **18. 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.

### **19. 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.

### **20. Economic Disclosure Statement and Affidavit**

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

### **21. Disadvantaged Business Enterprise Commitment**

## Requirements for Bidding and Instructions for Bidders

The attention of bidders is directed to the Special Condition Regarding Disadvantaged 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 Disadvantaged Business Enterprises. **Appropriate Schedules must be completed and executed by the bidder in submitting a proposal. Refer to Book 1.**

### **22. Bidders List Information - The following language is included in all bids or proposals:**

#### **Information/Documentation required at the time of bid opening or submission of proposals:**

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

### **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) days before the bid opening date, a pre-award protest must be filed no later than 10 days after the bid opening date, and a post-award protest must be filed no later than 10 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 at the Bid and Bond Room.

### **24. Bidder's Affidavit (Anti-collusion)**

The attention of bidders is called to the following quotation from a Federal Highway Administration memorandum pertinent to this contract:

23 U.S.C. 112(c) requires, as a condition precedent to approval by the Commissioner of the Department of Transportation of the Contract for this work, that there be filed a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such Contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of

## Requirements for Bidding and Instructions for Bidders

free competitive bidding in connection with such Contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before a person who is authorized by the laws of this state to administer oaths.

**The affidavit referenced above is included as part of the City of Chicago Economic Disclosure Statement and Affidavit, instructions for completing are included below.**

### 25. Multi-Project Labor Agreement (PLA)

The City has entered into a Project Labor Agreement (“PLA”) with various trades regarding projects involving construction, demolition, maintenance, rehabilitation and/or renovation work, as described in the PLA, a copy of which may be found on the City’s website at:

<http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

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

### 26. Prevailing Wage Rates

**Davis-Bacon Act:** The Contractor agrees to comply and assures compliance with the requirements of 49 U.S.C. 5333(a), the Davis-Bacon Act, 40 U.S.C. 276 a(7), and implementing U.S. DOL regulation, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5. In addition to other requirements that may apply, the Contractor agrees to pay wages to laborers and mechanics performing contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week.

Contractor is responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the Department of Labor, at the time the Work is performed. If the Department of Labor revises the prevailing rate of hourly wages to be paid for the Work before completion of the Project, the revised rate will apply to this Contract from the effective date of the revision, but the revision will not entitle Contractor to any increased compensation under the terms of this Contract.

Prevailing wages are incorporated into the Contract by reference. Current Prevailing Wages may be found at: <http://www.wdol.gov/dba.aspx>

The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for Subcontractor work under the Project, and agrees to refrain from awarding any affected subcontract until the subcontractor agrees to the required wage determination. The Contractor further agrees to report to USDOT or FHWA every suspected or reported violation of the Davis-Bacon Act or its Federal implementing regulations

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.

## **Requirements for Bidding and Instructions for Bidders**

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.



## LICENSING OF GENERAL CONTRACTORS

### LICENSING OF GENERAL CONTRACTORS

- 4-36-010 Definitions.
- 4-36-020 License – Required.
- 4-36-030 License classifications.
- 4-36-040 License – Posting – Nontransferability.
- 4-36-050 License – Application.
- 4-36-060 License issuance and renewal prohibited when.
- 4-36-070 License – Fee – Termination.
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- 4-36-100 Reserved.
- 4-36-110 Unlawful acts.
- 4-36-120 Duties.
- 4-36-130 Permit privileges – Suspension for failure to correct defects in work.
- 4-36-140 License – Immediate suspension based upon a pattern of substantial code violations.
- 4-36-145 License suspension pending final adjudication of a bribery charge.
- 4-36-150 License – Suspension or revocation.
- 4-36-160 License revocation – Four-year wait for new license.
- 4-36-170 Regulations.
- 4-36-180 Enforcement.
- 4-36-190 Violation – Penalty.

#### **4-36-010 Definitions.**

As used in this chapter:

“Act related to general contracting” means: (1) any activity requiring a license under this chapter; or (2) any conduct regulated by this chapter; or (3) any activity requiring a building permit issued under Chapter 13-32 of this Code; or (4) any duty or other requirement imposed by this chapter; or (5) any inspection of a building or premises or performance of other legal or work-related duty by a city inspector, city personnel or other government official in connection

with: (i) the issuance of a general contractor license under this chapter, or (ii) the issuance of a building permit under Chapter 13-32 of this Code, or (iii) for the purpose of enforcing the requirements of the building code, zoning code or any other law regulating building construction or the health or safety of construction site workers, of the current or eventual users or occupants of a building or premises or of the general public.

“Building code” has the meaning ascribed to the term in Section 1-4-090.

“City” means the City of Chicago.

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

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

“Department” means the department of buildings.

“Commissioner” means the commissioner of buildings.

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

“General contractor” means any person who, as an investment or for compensation or with the intent to sell or to lease, (i) arranges or submits a bid or offers to undertake or purports to have the capacity to undertake or undertakes, through himself or through others, to erect, construct, alter, repair, move, install, replace, convert, remodel, rehabilitate, modernize, improve or make additions to any building as defined in Section 13-4-010 or to any appurtenance thereto attached to real estate and located on the same lot as the building, including, but not limited to, driveways, swimming pools, porches, decks, garages, fences, fallout shelters and other accessory objects or uses; and (ii) retains for himself control over the means, method and manner of accomplishing the desired result; and (iii) whose business operations, in whole or in part, require the hiring or supervision of one or more persons from any building trade or craft, including, but not limited to, plumbing, masonry, electrical, heating, air-conditioning or carpentry. The term includes nonresident general contractors who do business within the city and developers of conversion condominiums as defined in the Condominium Property Act, as amended.

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

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

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

“Zoning code” has the meaning ascribed to the term in Section 1-4-150.

**4-36-020 License – Required.**

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

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

- (1) Any subcontractor, employee or agent working for or under the supervision of a general contractor licensed or required to be licensed under this chapter and acting within the scope of his contract, employment or agency;
- (2) Any person who merely furnishes materials or supplies for use at a construction site without fabricating them into, or consuming them in the performance of, the work of a general contractor;
- (3) Any person licensed by the City of Chicago as a mason contractor, plumbing contractor or electrical contractor and acting within the scope of his license;
- (4) Any licensed architect or engineer acting within the scope of his license;
- (5) Any person who does general contracting work on property that constitutes his primary residence, if the primary residence is a single-family dwelling or a multiple-family dwelling that does not exceed three stories in height and contains six or fewer dwelling units as defined in Section 13-4-010 of this Code. This exception is limited to one such property during a calendar year;
- (6) Any person who hires a general contractor licensed under this chapter to do general contracting work on the person's property;
- (7) Any property owner, or employee or agent thereof, who does minor nonstructural repairs on the owner's property; and
- (8) A governmental entity for work upon premises owned by the governmental entity and performed by employees of the governmental entity.

**4-36-030 License classifications.**

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

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

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

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

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

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

#### **4-36-040 License – Posting – Nontransferability.**

Each license issued pursuant to this chapter shall be posted in a conspicuous place near the entrance of the licensee's chief place of business. A photocopy of the license shall be posted in a conspicuous place at each construction site maintained by the licensee. No transfer of ownership shall be allowed on any license issued under this chapter.

#### **4-36-050 License – Application.**

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

- (A) If the applicant is an individual:
  - (1) The applicant's full name, residence address, business address, business e-mail address and business telephone number;
  - (2) Proof that the applicant is at least 18 years of age;
- (B) If the applicant is a corporation:
  - (1) The corporate name, address, e-mail address and telephone number of the applicant's principal office or place of business;
  - (2) The date and state of incorporation;
  - (3) The full name, title, residence address, e-mail address and residence telephone number of all controlling persons;
  - (4) Proof that all corporate officers and controlling persons are at least 18 years of age;
  - (5) Proof that the corporation is in good standing under the laws of the State of Illinois;
- (C) If the applicant is a partnership or limited liability company:

- (1) The name, address, e-mail address and telephone number of the applicant's principal office or place of business;
  - (2) The full name, title, residence address, e-mail address and residence telephone number of all partners, if a general partnership; of all general and limited partners, if a limited partnership; of all managers, managing members and members, if a limited liability company; and of all controlling persons;
  - (3) Proof that all partners, managers, managing members, members and controlling persons are at least 18 years of age;
- (D) The class of license for which application is being made;
- (E) The license fee;
- (F) A description of the work and services the applicant will provide;
- (G) A statement verified by affidavit as to whether the applicant and each controlling person is financially solvent;
- (H) The name and address of the principal location from which the applicant has engaged in the business of general contracting at any time within the last five years;
- (I) If the applicant is not a sole proprietor, proof that the applicant is authorized to do business in the State of Illinois;
- (J) Proof of insurance as required by Section 4-36-090;
- (K) The date of birth, and social security number or other acceptable identifier, of each natural person named in the license application;
- (L) A statement as to whether the applicant or any controlling person has ever been convicted, in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony or criminal offense of whatever degree involving bribery, and if so, the details surrounding each such conviction;
- (M) A statement as to whether the applicant or any controlling person is currently under indictment or has been charged under any State or Federal law with the crime of bribery; and
- (N) Any other information that the commissioner may require.

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

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

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

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

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

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

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

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

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

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

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

#### **4-36-070 License – Fee – Termination.**

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

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

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

#### **4-36-090 Proof of insurance – Required.**

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

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

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

(C) If the applicant is applying for a Class C license: limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate combined single limit, for bodily injury or property damage arising in any way from the issuance of the license;

(D) If the applicant is applying for a Class D license: limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate combined single limit, for bodily injury or property damage arising in any way from the issuance of the license;

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

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

Each policy of insurance required under this section shall name the City of Chicago as an additional insured on a primary, noncontributory basis.

#### **4-36-100 Reserved.**

#### **4-36-110 Unlawful acts.**

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

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

(B) To do work or to direct, permit, encourage, assist, aid, abet or cause others to do work without first having obtained any permit required by this Code, or in violation of Section 13-12-050 of this Code;

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

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

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

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

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

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

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

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

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

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

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

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

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

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



#### **4-36-120 Duties.**

A licensee under this chapter shall have the following duties:

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

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

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

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

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

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

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

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

#### **4-36-130 Permit privileges – Suspension for failure to correct defects in work.**

If the commissioner of buildings determines that a licensee or any person requiring a license under this chapter has failed to correct any substantial defect, error or deficiency, or has established a pattern of deviating from the drawings or plans approved by the appropriate department issuing the permit, in any work done under the authority of a permit issued pursuant to this Code, the commissioner shall notify the licensee or person that if the noncompliance is not corrected to the satisfaction of the department within ten business days after written notification thereof, the issuance to the general contractor of any new permit for any work at any location shall be prohibited until the noncompliance is cured. If the general contractor fails to correct the noncompliance within ten business days after written notification thereof, the commissioner shall, without further notice, stop the issuance of any new permit to the general contractor until such time that the noncompliance is corrected and the correction is inspected and approved by the department.

For purposes of this section:

“Substantial defect, error or deficiency” means any construction, alteration, installation, repair or razing of any building, structure, premises or part thereof which (i) is being done or has been done without any permit required by this Code; or (ii) creates a danger to the health or safety of workers on the site, to current or eventual users or occupants of the building, structure, premises or part thereof, or to the general public.

“Pattern” means five or more uncorrected deviations from any permit at one or more construction sites within any six-month period.

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

If the commissioner of buildings determines that a licensee is engaging in or has engaged in a pattern of substantial code violations, the commissioner may order the temporary suspension of any license issued pursuant to this chapter for a period not to exceed ten days. Notice of the temporary suspension and the grounds for that suspension shall be immediately sent or delivered to the licensee. The licensee shall have an opportunity for a hearing before the department of business affairs and consumer protection prior to the expiration of the ten day temporary suspension. If the department of business affairs and consumer protection determines by a preponderance of the evidence that a pattern of substantial code violations exists, nothing in this

section shall prevent the department of business affairs and consumer protection from suspending the licensee's general contractor license for a longer period of time or from revoking the license in accordance with Section 4-4-280 of this Code.

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

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

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

#### **4-36-150 License – Suspension or revocation.**

Any violation of this chapter or of the building code or of any regulation promulgated thereunder may result in license suspension or revocation in accordance with the requirements Section 4-4-280 of this Code.

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

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

#### **4-36-170 Regulations.**

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

**4-36-180 Enforcement.**

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

(Added Coun. J. 10-1-03, p. 9163, § 2.1)

**4-36-190 Violation – Penalty.**

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

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

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

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

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

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

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

**PROPOSAL TO BE EXECUTED BY A CORPORATION**

The undersigned, hereby acknowledges having received **Specification No. 304886** 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. 304886** 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. 304886** 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  
Commision Expires: \_\_\_\_\_



**PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR**

The undersigned, hereby acknowledges having received **Specification No. 304886** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** \_\_\_\_\_, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

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

**SIGNATURE OF PROPRIETOR:** \_\_\_\_\_  
(Signature )

**DOING BUSINESS AS:** \_\_\_\_\_  
(Print or Type)

Business Address: \_\_\_\_\_  
(Print or Type)

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

Registration Number: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public Signature  
Commission Expires: \_\_\_\_\_

**PROPOSAL ACCEPTANCE**

**Contract No.:** \_\_\_\_\_

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

**Vendor Name:** \_\_\_\_\_

**Total Amount (Value):** \_\_\_\_\_

**Fund Chargeable:** \_\_\_\_\_

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

CITY OF CHICAGO

\_\_\_\_\_  
Mayor                                      Date

\_\_\_\_\_  
Comptroller                                      Date

\_\_\_\_\_  
Chief Procurement Officer                      Date

## AFFIDAVIT OF AVAILABILITY For the Letting of

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
County and Section Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
<b>Total Value of All Work</b>						

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
Bituminous Plant Mix						
Bituminous Aggregate Mixture						
Miscellaneous Bituminous Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Fabrication						

## Affidavit of Availability

Building Construction						
Other Construction (List)						
Totals						

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

## Affidavit of Availability

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_

Type or Print Name \_\_\_\_\_

Officer or Director

Title

Signed \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

Company \_\_\_\_\_

(Notary Seal)

Address \_\_\_\_\_

**SCHEDULE B: AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**  
(FTA, FHWA and FAA Funded Contracts)

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

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED. DO NOT REFER TO YOUR JOINT VENTURE AGREEMENT EXCEPT TO EXPAND ON ANSWERS PROVIDED ON THIS FORM. IF ADDITIONAL SPACE IS REQUIRED, ADDITIONAL SHEETS MAY BE ATTACHED.

I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
\_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_

II. Identify each non-DBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning DBE compliance: \_\_\_\_\_

III. Identify each DBE venturer(s): \_\_\_\_\_  
Name of Firm \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning DBE compliance: \_\_\_\_\_

IV. Describe the role(s) of the DBE venturer(s) in the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. Attach a copy of the joint venture agreement. In order to demonstrate the DBE venturer ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

s share in t  
s own forc

VI. Ownership of the Joint Venture.  
A. What are the percentage(s) of DBE ownership of the joint venture?  
DBE ownership percentage(s) \_\_\_\_\_  
Non-DBE ownership percentage(s) \_\_\_\_\_

**Schedule B**

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

1. Profit and loss sharing: \_\_\_\_\_
2. Capital contributions:
  - (a) Dollar amounts of initial contribution: \_\_\_\_\_
  - (b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_
3. Contributions of equipment (specify types 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. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

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

**Schedule B**

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 their compensation:

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

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

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

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

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

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**Schedule B**

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

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

**Currently employed by non-DBE (number)** \_\_\_\_\_

**Currently employed by DBE** \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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.

**Schedule B**

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

\_\_\_\_\_  
Name of DBE Partner Firm

\_\_\_\_\_  
Name of Non-DBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the above-signed officers

\_\_\_\_\_,  
(names of affiants)

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

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

Signature of Notary Public

My Commission Expire: \_\_\_\_\_

(SEAL )

**SCHEDULE C: LETTER OF INTENT FROM DBE  
TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

Name of Project/Contract: \_\_\_\_\_  
 Department Project Number: \_\_\_\_\_  
 Specification Number: \_\_\_\_\_

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

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

The DBE status of the undersigned is confirmed by the attached **Letter of Certification** from the **City of Chicago** dated \_\_\_\_\_ (or letter of certification from the Illinois Department of Transportation dated \_\_\_\_\_). If proposing to perform as a DBE/non-DBE Joint Venture, then Letter of Certification from DBE venturer is attached along with completed Schedule B and joint venture agreement.

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

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sub (or Grand) Total: \$ \_\_\_\_\_

Partial Pay Items: (If any of the above items are partial pay items, specifically describe the work and subcontract dollar amount):

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

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

If more space is needed to fully describe the DBE firm's (or DBE/non-DBE joint venturer\*s) proposed scope of work and/or payment schedule, attach additional sheets.

**Schedule C**

**SUB-SUBCONTRACTING LEVELS**

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

\_\_\_\_\_ % of the dollar value of the DBE's subcontract that will be sublet to DBE contractors.

**NOTICE: IF DBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK SPACE ABOVE.**

**NOTICE: IF MORE THAN TEN PERCENT (10%) OF THE VALUE OF THE DBE\*s SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE ATTACHED TO THIS SCHEDULE.**

Conditioned upon your execution of a contract with the City of Chicago, the undersigned will enter into a formal written agreement for the above described work with your firm as a Prime Contractor, and will do so within (3) three working days of your receipt of a signed contract from the City of Chicago.

**NOTICE: THIS SCHEDULE (AND ALL ACCOMPANYING ATTACHMENTS) MUST BE SUBMITTED WITH ORIGINAL SIGNATURES.**

\_\_\_\_\_  
(Signature of Owner, President or Authorized Agent of DBE)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

**If proposing to perform as a DBE/non-DBE Joint Venture:**

\_\_\_\_\_  
(Signature of Owner, President or Authorized Agent of non-DBE)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

**SCHEDULE D: AFFIDAVIT OF PRIME CONTRACTOR**  
**Regarding Disadvantaged Business Enterprises (DBEs)**  
**(FTA and FHWA Funded Projects)**

Project Name: \_\_\_\_\_  
 Department Project No: \_\_\_\_\_  
 Specification No: \_\_\_\_\_

State of \_\_\_\_\_)

County (City) of \_\_\_\_\_)

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

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

Names of DBE Firms	Type of Work to be Performed (in accordance with Schedule C's)	Credit Toward DBE Goal
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

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

**Schedule D**

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

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

**The Prime Contractor designates the following person as its DBE 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

Seal

Commission Expires: \_\_\_\_\_

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**SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS**  
**FHWA, FTA and FAA Funded Contracts**

Project Name: \_\_\_\_\_  
Specification #: \_\_\_\_\_

I, \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Name of reporter) (Prime contractor)

have either personally solicited, or permitted a duly authorized representative of this firm to solicit, work for this contract from the following subcontractors which comprise all DBE and non-DBE subcontractors who bid or quoted price information on this contract:

Name of Subcontractor \_\_\_\_\_  
Address of Subcontractor \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Status: DBE Certified? \_\_\_\_\_ Yes No  
Type of Work Solicited \_\_\_\_\_  
Years in Business (if available) \_\_\_\_\_  
Annual Gross Receipts (if available) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_  
Address of Subcontractor \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Status: DBE Certified? \_\_\_\_\_ Yes No  
Type of Work Solicited \_\_\_\_\_  
Years in Business (if available) \_\_\_\_\_  
Annual Gross Receipts (if available) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_  
Address of Subcontractor \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Status: DBE Certified? \_\_\_\_\_ Yes No  
Type of Work Solicited \_\_\_\_\_  
Years in Business (if available) \_\_\_\_\_  
Annual Gross Receipts (if available) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_  
Address of Subcontractor \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Status: DBE Certified? \_\_\_\_\_ Yes No  
Type of Work Solicited \_\_\_\_\_  
Years in Business (if available) \_\_\_\_\_  
Annual Gross Receipts (if available) \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_  
Address of Subcontractor \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Status: DBE Certified? \_\_\_\_\_ Yes No  
Type of Work Solicited \_\_\_\_\_  
Years in Business (if available) \_\_\_\_\_  
Annual Gross Receipts (if available) \_\_\_\_\_

(dlh) (Rev. 6/8/01)

**STATUS REPORT OF DBE CONTRACT PAYMENTS**  
(FTA & FHWA Contracts)

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

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

Date: \_\_\_\_\_

Voucher No.: \_\_\_\_\_

STATE OF: \_\_\_\_\_)

COUNTY (CITY) OF: \_\_\_\_\_)

In connection with the above-captioned contract:

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

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

\_\_\_\_\_  
(Address of Company) ( ) (Phone)

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

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

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

(Revised November 27, 2000)



**Status Report of DBE (Sub) Contract Payments**

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

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_

Name of Affiant: \_\_\_\_\_

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)

(Revised November 27, 2000)

**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:

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

### INSTRUCTIONS FOR COMPLETING

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

For purposes of this EDS:

**“Applicant”** means any entity or person making an application to the City for action requiring City Council or other City agency approval.

**“Disclosing Party”** means any entity or person submitting an EDS.

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

**“Person”** means a human being.

#### WHO MUST SUBMIT AN EDS:

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

1. **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.
2. **Entities holding an interest:** Whenever a legal entity has a beneficial interest (*i.e.* direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
3. **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.

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

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

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

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

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

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

LOCATION ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_\_)\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

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

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

**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, judgments, 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 thus 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 m 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 lie 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 by 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\_\_\_\_

\_\_\_\_\_  
By: President (Seal)

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

\_\_\_\_\_  
Attest: Secretary (Seal)

\_\_\_\_\_  
(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.