

**BOOK 2**  
**INSTRUCTIONS AND EXECUTION DOCUMENTS**

**Fifth Avenue Eco-orchard**  
***5th Avenue and Sacramento Boulevard***

**REQUISITION NO.: 442012**  
**SPECIFICATION NO.: 1238762**



**CITY OF CHICAGO**  
**BRANDON JOHNSON**  
**Mayor**

Prepared by the  
**DEPARTMENT OF PLANNING AND DEVELOPMENT (DPD)**  
Contracts Section

**CIERE BOATRIGHT**  
Commissioner – Department of Planning and Development  
121 N. LaSalle St., 10th Floor  
Chicago, IL 60602

Issued by the  
**DEPARTMENT OF PROCUREMENT SERVICES**

**TIHETA L. HINTON**  
Acting Chief Procurement Officer

Document Printed June 28, 2024 (ISSUED FOR BID)  
(The City may from time to time revise these terms and conditions)

**All Signatures To Be Sworn To Before A Notary Public**

**BOOK 2 - INSTRUCTIONS AND EXECUTION DOCUMENTS**

**ADVERTISEMENT FOR BIDS**

ATTACH  
LEGAL  
ADVERTISEMENT  
HERE

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## DOCUMENT SUBMITTAL CHECKLIST

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

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

## **SECTION ONE**

## PROJECT INFORMATION

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

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

Fifth Avenue Eco-orchard  
Fifth Avenue and Sacramento Boulevard  
DPD Project No.  
Specification No.: 1238762

all in accordance with Contract Documents set forth below.

### **General Description of Work**

The work for which proposals are invited consist of development of stormwater landscapes on two vacant, City-owned lots and one vacant lot owned by NeighborSpace, located on the southwest corner of Fifth Avenue and Sacramento Boulevard or commonly known as 3001-3013 W. Fifth Avenue. The following PINs are included in the project site 16-13-115-011 (City-owned), 16-13-115-010 (City-owned), and 16-13-115-009 (owned by NeighborSpace). This includes, but is not limited to, site remediation, environmental oversight and preparing a remedial action completion report (RACR) for submission to the Illinois Environmental Protection Agency to obtain final Comprehensive Residential No Further Remediation (NFR) Letter, the construction of concrete curb and gutter, concrete and aggregate pavements, earthwork activities, installation of storm sewers, fencing and landscaping 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:** City of Chicago Opens Space Impact Fees and MWRD Green Infrastructure Grant

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

**MBE/WBE/VBE Participation Goal:** 26% MBE, 6% WBE, & 0% VBE

### **Award of Contract**

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

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

### **Inspection of Site**

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

## Project Information

the site. Site inspection shall be arranged through the Sr. Procurement Specialist, Tony Willingham (antonio.willingham@cityofchicago.org), at the office of the Department of Procurement Services, 121 North LaSalle Street, Room 806 , Chicago, IL. (Telephone 312-744-4250).

### **Remediation Summary**

Phase II environmental site assessments identified surficial and subsurface soil at all three PINs in the project site [16-13-115-011 (City-owned), 16-13-115-010 (City-owned), and 16-13-115-009 (owned by NeighborSpace)] in exceedance of the Illinois Environmental Protection Agency's (IEPA) residential ingestion and/or construction worker objectives included in Title 35 of the Illinois Administrative Code Part 742 for polynuclear aromatic hydrocarbons and metals (primarily lead, arsenic, chromium and mercury). In deeper excavations, groundwater may be encountered that contains contamination from the same constituents.

All three PINs in the project site have been enrolled in IEPA's Site Remediation Program to obtain comprehensive residential No Further Remediation (NFR) letters. The City received a RAP approval letter from IEPA on March 26, 2024, and an email clarification from the IEPA approving an alternative geotextile. Both are attached as Appendix I.

The Comprehensive Site Investigation Report and Remedial Objectives Report (CSIR/ROR) and Remedial Action Plan (RAP) as well as other documents for the project site are provided to the Contractor in the Appendices of Book 3, which are required to be reviewed and the requirements conformed to during the performance of this Work. This generally includes removing contaminated soil, testing and importing backfill and installing engineered barriers required to obtain the NFR letter. Engineered barriers will be installed across the entirety of the project site and include concrete, porous aggregate, three or more feet of clean fill, and/or 18 inches of clean fill plus a geotextile barrier. The Contractor's environmental consultant must provide oversight and documentation of the remediation activities described in the IEPA-approved RAP and prepare a Remedial Action Completion Report (RACR) that requests a Comprehensive Residential NFR Letter for the project site. The RACR must be submitted to and approved by the IEPA. The CONTRACTOR must secure a Final Comprehensive Residential NFR letter for the project site from IEPA. The letter must be recorded on the corresponding PINs in the Office of the Cook County Clerk, Recordings Division.

### **Pre Bid Conference**

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

### **On-Line EDS**



## Project Information

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

### *ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING*

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

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

### *ONLINE EDS WEB LINK*

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

**CONTRACT INSURANCE REQUIREMENTS**  
**Department of Procurement Services**  
**Construction**

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 work, services or operations related to the Contract.

**A. INSURANCE REQUIRED**

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

- 2) Commercial General Liability (Primary and Umbrella)  
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations (for a minimum of two (2) years 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

## Contract Insurance Requirements

defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

3) Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

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

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$15,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) Owner's and Contractor's Protective Liability

(If applicable – Underground, Façade/Siding and/or Roof Work)

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.

## Contract Insurance Requirements

- 6) Railroad Protective Liability (If applicable)

When any work, services, or operations is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.
- 7) 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 permanent 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, utility services, damage to adjoining and existing property, collapse, debris removal, faulty workmanship or materials, mechanical-electrical breakdown and testing. 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.
- 8) Professional Liability

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

When any work, services, or operations 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.
- 10) Marine Protection & Indemnity

## Contract Insurance Requirements

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide or cause to be provided, Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago 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 subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation,

## **Contract Insurance Requirements**

but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

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

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

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

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

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

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

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

Insurance required of Subcontractors. Contractor must name Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability 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 must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance.

## **Contract Insurance Requirements**

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.

## Contract Insurance Requirements

### INSURANCE CERTIFICATE OF COVERAGE

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

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

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

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

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

Specimen

- 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 PAGES**

## **PROPOSAL**

The undersigned proposes to construct

Fifth Avenue Eco-orchard  
Fifth Avenue and Sacramento Boulevard  
DPD Project No.  
Specification No.: 1238762

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

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

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

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

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

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

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

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

Further, the undersigned declares that the price stated for each item is based on the projected cost of that item at the time that the Work is to be performed, and also includes a proportionate amount of the total cost of the entire Work in full compliance with the Contract Documents and the

## Proposal Pages

requirements of the Commissioner and City Chief Procurement Officer, and constitutes compensation in full for performing and completing the work pertaining to said item, free of all claims, liens and charges whatsoever; and

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

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

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

### **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 a notice to proceed is issued 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 60 calendar days of notification of notice to proceed or within eighteen (18) months of notification of notice to proceed, whichever date is sooner. It is understood that "Completion" shall mean completion to the point of acceptance by the Commissioner, i.e. substantial completion/beneficial occupancy.

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

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

### **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 Book 2. These damages will be assessed continuously from the time of the expiration of the thirty (30) calendar

## Proposal Pages

day time limit until such time as **all** final "Punch List" items are completed to the satisfaction of the Commissioner.

### LIQUIDATED DAMAGES

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

Completion of all Work: \$1,425.00 per calendar day

Completion of "Punch List" Work: \$1,425.00 per calendar day

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

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

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

### UNIT PRICES

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

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

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the Line Items, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error. The Bidder must bid all line items set forth on the Proposal Pages, except to the extent that the Specifications expressly allows

## **Proposal Pages**

otherwise. In the event that a comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error or other discrepancy, the Unit Price will prevail.

**CHICAGO DPD Fifth AVENUE Eco-orchard**

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.

**SCHEDULE OF PRICES**

<b>ITEM NO.</b>	<b>CODE NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED TOTAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	*****	TREE REMOVAL	UNIT	58		
2	*****	SALVAGE AND REPURPOSE TREE	UNIT	38		
3	20200100	EARTH EXCAVATION	CU YD	1815		
4	66900210	HAZARDOUS WASTE DISPOSAL	CU YD	20		
5	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100		
6	CDOT2510010	SHREDDED HARDWOOD BARK MULCH	CU YD	21		
7	25100630	EROSION CONTROL BLANKET	SQ YD	315		
8	X2500930	SEEDING, CLASS 1B (MODIFIED)	ACRE	0.25		

**SCHEDULE OF PRICES**

<b>ITEM NO.</b>	<b>CODE NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED TOTAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
9	28000400	PERIMETER CONTROL BARRIER	FOOT	485		
10	28000510	INLET FILTERS	EACH	4		
11	*****	AGGREGATE, TYPE CA-7	CU YD	559		
12	*****	POROUS AGGREGATE SUBBASE	CU YD	60		
13	*****	AGGREGATE BASE COURSE, TYPE CA-6	CU YD	31		
14	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	31		
15	*****	WATER SERVICE TERMINATION	EACH	1		
16	*****	OBSERVATION WELL	EACH	1		
17	31101400	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	42		
18	CDOT4240010	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SQ FT	2992		
19	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	38		

**SCHEDULE OF PRICES**

<b>ITEM NO.</b>	<b>CODE NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED TOTAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
20	44000600	SIDEWALK REMOVAL	SQ FT	279		
21	*****	CLASS B PATCHES, TYPE III, 8 INCH	SQ YD	23		
22	*****	CLASS B PATCHES, TYPE III, 10 INCH	SQ YD	22		
23	40604172	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL 9.5. MIX "E", N70	TON	5		
24	*****	PERFORATED PIPE UNDERDRAINS 12"	FOOT	46		
25	*****	CATCH BASINS, 3'-DIAMETER, LIGHTWEIGHT FRAME, INFILTRATION LID AND FLAT SLAB TOP	EACH	2		
26	*****	INFILTRATION SOLID LID (CITY OF CHICAGO)	EACH	2		
27	Z0018500	DRAINAGE STRUCTURES TO BE CLEANED	EACH	2		
28	*****	STANDARD INLETS HEAVYWEIGHT FRAME, STANDARD LID FOR INFILTRATION (CITY OF CHICAGO)	EACH	2		
29	*****	STORM SEWERS, TYPE 2, 8-INCH (DUCTILE IRON PIPE)	FOOT	141		
30	CDOT6060020	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	38		



**SCHEDULE OF PRICES**

<b>ITEM NO.</b>	<b>CODE NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED TOTAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
31	X0323569	STEEL POST REMOVAL	EACH	56		
32	66900105	UNDERGROUND STORAGE TANK (EST. 1000 GALLON) - REMOVAL, DISPOSAL AND CLOSURE IN ACCORDANCE WITH 41 IAC PART 175 AND/OR 35 IAC PART 734 AS APPLICABLE	EACH	1		
33	CDOT6640010	TEMPORARY CHAIN LINK FENCE WITH SCREENING, 6'	FOOT	485		
34	*****	NON-SPECIAL WASTE DISPOSAL, SPECIAL	CU YD	1815		
35	*****	IMPORTED SOIL MATERIAL TESTING	EACH	2		
36	*****	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1		
37	*****	FURNISH AND INSTALL PROJECT SIGN, TYPE A	EACH	1		
38	*****	ENGINEERED TOPSOIL, FURNISH AND PLACE	CU YD	963		
39	*****	GEOTEXTILE BARRIER	SQ YD	188		
40	*****	FILTER FABRIC	SQ YD	1072		
41	CDOT5870010	PROTECTIVE CONCRETE SEALER	SQ YD	333		

**SCHEDULE OF PRICES**

<b>ITEM NO.</b>	<b>CODE NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED TOTAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
42	*****	SPLIT RAIL WESTERN RED CEDAR FENCE	FOOT	356		
43	*****	SPLIT RAIL WESTERN RED CEDAR GATE (4' WIDE)	EACH	6		
44	*****	INTERPRETIVE SIGNAGE COMPLETE	EACH	1		
45	*****	PERENNIAL PLANTS, ALLIUM CERNUUM, #1 CONTAINER	EACH	223		
46	*****	PERENNIAL PLANTS, AMORPHA CANESCENS, #1 CONTAINER	EACH	106		
47	*****	PERENNIAL PLANTS, ASCLEPIAS TUBEROSA, #1 CONTAINER	EACH	106		
48	*****	PERENNIAL PLANTS, ASCLEPIAS VERTICILLATA, #1 CONTAINER	EACH	223		
49	*****	PERENNIAL PLANTS, CAREX BREVIOR, #1 CONTAINER	EACH	156		
50	*****	PERENNIAL PLANTS, COREOPSIS LANCEOLATA, #1 CONTAINER	EACH	106		
51	*****	PERENNIAL PLANTS, ECHINACEA PALLIDA, #1 CONTAINER	EACH	117		
52	*****	PERENNIAL PLANTS, SPOROBOLUS HETEROLEPIS, #1 CONTAINER	EACH	580		

**SCHEDULE OF PRICES**

<b>ITEM NO.</b>	<b>CODE NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED TOTAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
53	*****	PERENNIAL PLANTS, TRADESCANTIA OHIENSIS, #1 CONTAINER	EACH	223		
54	*****	SHRUB, RIBES AMERICANUM, #5 CONTAINER	EACH	37		
55	*****	SHRUB, RIBES SATIVUM 'ROVADA', #5 CONTAINER	EACH	18		
56	*****	TREE, CERCIS CANADENSIS, #15 CONTAINER	EACH	2		
57	*****	TREE, CORYLUS AVELLANA 'McDONALD', #15 CONTAINER	EACH	1		
58	*****	TREE, CORYLUS AVELLANA 'WEPSTER', #15 CONTAINER	EACH	1		
59	*****	TREE, PRUNUS AVIUM 'BING', BARE ROOT, GISELA 5 ROOTSTOCK	EACH	1		
60	*****	TREE, PRUNUS AVIUM 'RAINIER', BARE ROOT, GISELA 5 ROOTSTOCK	EACH	1		
61	*****	TREE, PYRUS PYRIFOLIA 'SHINSEIKI', BARE ROOT, OHxF97 STANDARD ROOTSTOCK	EACH	1		
62	*****	TREE, PYRUS PYRIFOLIA 'KOREAN GIANT', BARE ROOT, OHxF97 STANDARD ROOTSTOCK	EACH	1		
63	*****	OVERSIGHT AND DOCUMENTATION OF REMEDIATION ACTIVITIES	LUMP SUM	1		

**SCHEDULE OF PRICES**

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
64	*****	SUBMITTAL OF AN APPROVED REMEDIAL ACTION COMPLETION REPORT (RACR), RECEIPT OF A FINAL COMPREHENSIVE RESIDENTIAL NO FURTHER REMEDIATAION (NFR) LETTER FOR CITY AND NEIGHBORSACE PARCELS. EACH LETTER WILL BE RECORDED ON THE CORRESPONDING PIN IN THE OFFICE OF THE COOK COUNTY CLERK, RECORDINGS DIVISION.	LUMP SUM	1		

## AWARD CRITERIA DETERMINATION

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

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

### Canvassing Formula

Line 1.	<b>Base Bid, in figures</b>	_____
Line 2.	Percentage of the total journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the Project.  <b>(Maximum figure .70)</b>	_____
Line 3.	<b>Multiply Line 2 by Line 1 by 0.04</b>	_____
Line 4.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project.  <b>(Maximum figure .70)</b>	_____
Line 5.	<b>Multiply Line 4 by Line 1 by 0.03</b>	_____
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project.  <b>(Maximum figure .70)</b>	_____
Line 7.	<b>Multiply Line 6 by Line 1 by .01</b>	_____
Line 8.	Percentage of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during construction of the project.  <b>(Maximum figure .15)</b>	_____
Line 9.	<b>Multiply Line 8 by Line 1 by 0.04</b>	_____

## SCHEDULE OF PRICES

Line 10. Percentage of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project.

**(Maximum figure .15)**

Line 11. **Multiply Line 10 by Line 1 by 0.03**

Line 12. Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project.

**(Maximum figure .15)**

Line 13. **Multiply Line 12 by Line 1 by 0.01**

Line 14. **Summation of Lines 3, 5, 7, 9, 11, and 13**

Line 15. **Subtract Line 14 from Line 1 = Award Criteria Figure**

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

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

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

Therefore, notice that when the Contractor is performing at a level under a minority or female Apprentice goal, Line 4 or Line 10 above, the Contractor will be subject to the full amount of liquidated damages, see Lines 5 and 11, if at least 40 actual hours of minority or female Apprenticeship work are not achieved. When the bidder foresees that this minimum amount of

## SCHEDULE OF PRICES

apprenticeship is not available to the project, then "0" should be put in Lines 4 and 10 as the percentage commitment for apprentices.

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

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

### **Liquidated Damages**

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

Line 1	X	.04
100		

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

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

Line 1	X	.03
100		

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

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

Line 1	X	.01
100		

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

### **Reporting**

## SCHEDULE OF PRICES

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

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

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

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

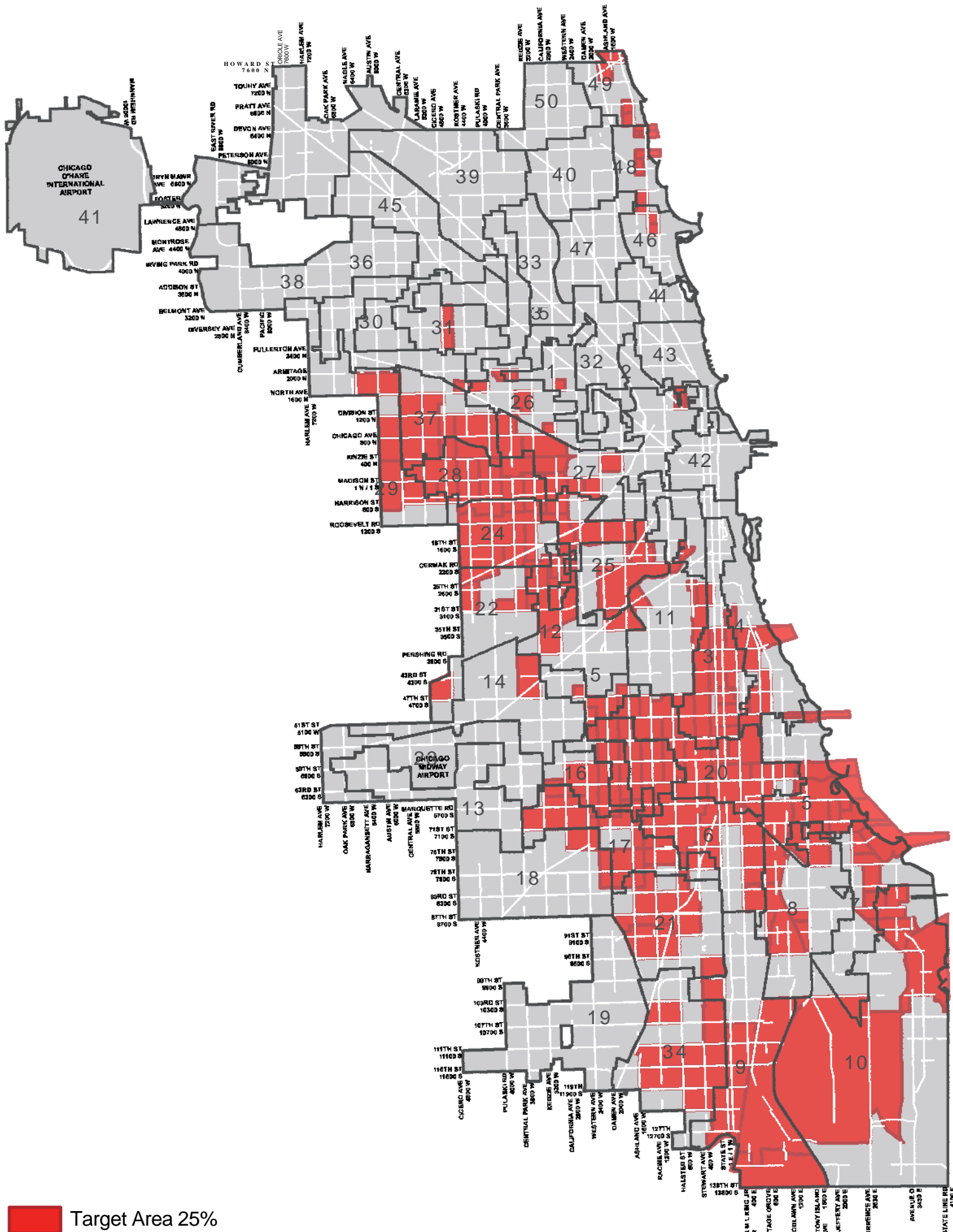
Included in the canvassing formula as “Apprentices” are only bona fide Apprentices currently in a training program certified by the U.S. Department of Labor — Bureau of Apprenticeship and Training, and for the hours employed at the construction site. Other categories of trainees are not creditable in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

### **Other Regulations**

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

**See Map of Socioeconomically Disadvantaged Areas on following page.**





 Target Area 25%

## **SECTION TWO**

# REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS

## Contract for Work

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

### **1. Examination by Bidder**

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

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

### **2. Bid Deposit**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Where this contract shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of 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.

## Requirements for Bidding and Instructions for Bidders

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

### 7. Compliance with Child Support Orders Ordinance

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

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

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

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

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

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

### 8. Consideration of Proposals

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

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

### **9. Balanced Bids**

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

### **10. Acceptance of Proposals**

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

### **11. Performance Bond**

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

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

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

### **12. Failure to Furnish Bond**

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

### **13. Interpretation of Contract Documents**

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

### **14. Catalogs**

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

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

### **15. Substitution**

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

### **16. Return of Bid Deposit**

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

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

### **17. Taxes**

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

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

### **18. Contractor's Financial Statement**

Each bidder must either (1) submit with the bid a current and valid Illinois Department of Transportation (IDOT) 'Certificate of Eligibility' issued by IDOT as a result of filing an application with IDOT for PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION showing prequalification in the required work categories, or (2) if the bidder has not been issued an applicable IDOT 'Certificate of Eligibility,' bidder must have on file in the office of the Chief Procurement Officer prior to bid opening a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL

## Requirements for Bidding and Instructions for Bidders

CONDITION dated not earlier than the end of the Contractor's last fiscal year period. This Statement shall be kept on file by the Chief Procurement Officer as a representative statement for a period of one year only. Forms are available at the office of the Bid and Bond Section, DEPARTMENT OF PROCUREMENT SERVICES, Room 103 City Hall, 121 North LaSalle Street, Chicago, Illinois, 60602, 312-744-9773 or may be obtained online:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/forms\\_and\\_standardagreements.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/forms_and_standardagreements.html)

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

### 19. Notices

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

### 20. Acknowledgment of Receipt of Addenda

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

### 21. Economic Disclosure Statement and Affidavit (EDS)

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

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic\\_disclosurestatementseds.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html).

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



## Requirements for Bidding and Instructions for Bidders

### **22. Minority Business Enterprise Commitment. Women Business Enterprise Commitment and Veteran Business Enterprise Commitment**

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

### **23. Protests**

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall, 121 North LaSalle Street, Room 806, Chicago, Illinois 60602. More detailed rules regarding the submission of bid protests can be found on the DPS website.

A pre-bid protest must be filed no later than the five (5) working days before the bid opening date, a pre-award protest must be filed no later than 10 working days after the bid opening date, and a post-award protest must be filed no later than 10 working days after the award of the contract.

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

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

### **24. [Intentionally Omitted.]**

### **25. Prevailing Wage Rates**

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

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>. The current prevailing wage rates for Cook County are here: <https://labor.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy24/20240304/Cook.pdf>

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.

### **26. Title VI Solicitation Notice**

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

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

In accordance with Section 2-92-612, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the “Sexual Harassment Policy Affidavit” included in Book 2) that Bidder has a written policy prohibiting sexual harassment in compliance with MCC 6-10-040. Bidder shall include its “Sexual Harassment Policy Affidavit” with its bid submission.

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

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

## Licensing of General Contractors

### LICENSING OF GENERAL CONTRACTORS

#### CHAPTER 4-36

### LICENSING OF GENERAL CONTRACTORS

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- 4-36-010 Definitions.**

As used in this chapter:

"Act related to general contracting" means: (1) any activity requiring a license under this chapter; or (2) any conduct regulated by this chapter; or (3) any activity requiring a permit issued under Article XIII of Chapter [13-20](#) or Chapter [14A-4](#) 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 license under this chapter, or (ii) the issuance of a permit under Article XIII of Chapter [13-20](#) or Chapter [14A-4](#), or (iii) for the purpose of enforcing the Chicago Construction Codes, the Zoning Ordinance, or any other law intended to protect the health and safety of workers, building occupants, or the public.

"Chicago Construction Codes" has the meaning ascribed to the term in Section [14A-2-202](#).

"City" means the City of Chicago.

"City inspector" means any person authorized by the City to conduct an inspection.

"City personnel" means any person employed by or authorized to act on behalf of the City.

"Commissioner" means the Commissioner of Buildings.

"Complex demolition" has the meaning ascribed to that term in Section [14A-2-202](#).

"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.

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"Department" means the Department of Buildings.

"Dwelling unit" means a single unit of a building providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

"Employee" means an individual who performs work for an employer in the capacity of an employee, as distinguished from a contractor, determined pursuant to Internal Revenue Service guidelines.

"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 a person holding a valid license issued under this chapter.

"Ordinary demolition" has the meaning ascribed to that term in Section [14A-2-202](#).

"Regulated activity" means any type of work which requires a permit in accordance with Article XVIII of Chapter [11-4](#), Chapter [11-16](#), Article XIII of Chapter [13-20](#), or Chapter [14A-4](#) of this Code; any type of work which is not required to obtain a permit in accordance with Section [14A-4-402](#); and any construction, demolition, or grading undertaken pursuant to a stormwater management plan required by Chapter [11-18](#).

"Zoning Ordinance" means [Title 17](#) of this Code.

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 7-30-08, p. 34713, § 3; Amend Coun. J. 3-18-09, p. 56013, § 2; Amend Coun. J. 9-6-17, p. 55278, Art. IV, § 2; Amend Coun. J. 4-10-19, p. 100029, Art. II, § 27; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

### **4-36-020 License – Required.**

(A) Except as provided in Section [4-36-020](#)(B), no person shall engage in any of the following activities for compensation, as an investment, or with the intent to sell or lease real property to others without first obtaining a general contractor license:

- (1) Prepare or submit a bid, proposal, or offer to undertake a regulated activity.
- (2) Undertake, either directly or through others, a regulated activity.
- (3) Hire or supervise one or more persons carrying out a regulated activity.
- (4) Exercise control over the means, methods, or manner of accomplishing a regulated activity.

activity.

(B) The following persons shall not be required to obtain a general contractor license:

(1) A person performing a regulated activity under the supervision and control of a licensee, such as a subcontractor or employee of a licensee.

(2) A person merely furnishing materials or supplies for use at a construction or demolition site without fabricating them into, or consuming them in the performance of, a regulated activity.

(3) A person licensed as a board-up company pursuant to Section [4-6-190](#), a drain layer pursuant to Chapter [4-28](#), an electrical contractor pursuant to Chapter [4-290](#), an elevator mechanic contractor pursuant to Chapter [4-298](#), a plumbing contractor pursuant to Chapter [4-336](#), or a mason contractor pursuant to Chapter [4-376](#) and acting within the scope of that license or an employee of such a person and acting within the scope of employment.

(4) An architect, professional engineer, professional land surveyor, or structural engineer licensed by the State of Illinois and acting within the scope of that license.

(5) An individual undertaking regulated activity at a property that constitutes the individual's primary residence, if the primary residence is (i) a single-family residential building or (ii) a multiple-family residential building that does not exceed three stories above grade plane

## Licensing of General Contractors

in height and contains six or fewer dwelling units. This exception is limited to one such property during a calendar year and does not apply to excavation subject to Section [14A-4-406](#) or demolition subject to Section [14A-4-407](#).

(6) A person who contracts with a licensee to carry out a regulated activity at the person's property, provided that the contract provides for the licensee to exercise supervision and control over the regulated activity.

(7) A property owner, or employee or agent thereof, including a tenant authorized to perform such work, who performs a type of regulated activity listed in Section [14A-4-402](#) at the owner's property.

(8) A governmental entity and employees of the governmental entity for work at property owned or controlled by the governmental entity and performed by employees of the governmental entity.

(C) This section applies to any activity which occurs within the City without regard for the domicile or residence of the person undertaking such activity.

(D) The general contractor license shall be in addition to any other license required by law, including but not limited to the residential real estate developer license required by Section [4-6-050](#) and board-up company license required by Section [4-6-190](#), if applicable.

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 5-9-12, p. 27485, § 21; Amend Coun. J. 11-8-12, p. 38872, § 79; Amend Coun. J. 4-10-19, p. 100029, Art. II, § 28; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

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

General contractor licenses shall be divided into five classes. A licensee 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 concurrent or consecutive regulated activity at a single site. The holder of a Class A license may engage in both ordinary demolition and complex demolition.

*Class B license:* The holder of a Class B license is not authorized to engage in concurrent or consecutive regulated activity at a single site with a value in excess of \$10,000,000.00. The holder of a Class B license may engage in both ordinary demolition and complex demolition.

*Class C license:* The holder of a Class C license is not authorized to engage in concurrent or consecutive regulated activity at a single site with a value in excess of \$5,000,000.00. The holder of a Class C license may engage in ordinary demolition but is not entitled to engage in complex demolition.

*Class D license:* The holder of a Class D license is not authorized to engage in concurrent or consecutive regulated activity at a single site with a value in excess of \$2,000,000.00. The holder of a Class D license may engage in ordinary demolition but is not entitled to engage in complex demolition.

*Class E license:* The holder of a Class E license is not authorized to engage in concurrent or consecutive regulated activity at a single site with a value in excess of \$500,000.00. The holder of a Class E license is not entitled to engage in either ordinary demolition or complex demolition.

It shall be unlawful to apply for multiple permits for concurrent or consecutive regulated activities at a single site for the purpose of evading the limitations imposed by this section. (Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 9-14-05, p. 55252, § 1; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

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**Editor's note** – Coun. J. 9-14-05, p. 55252, § 4, provides: "This ordinance shall be in force and effect upon its passage and approval. Provided, however, that with respect to any affected insurance policy in effect as the time of passage of this ordinance, the requirements imposed by Code Sections [4-36-030](#) and [4-36-090](#), as amended by this ordinance, must be complied with in conjunction with the renewal of any such insurance policy, or by January 1, 2007, whichever comes first."

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

(A) A copy of the license certificate issued pursuant to this chapter shall be posted in a conspicuous place near the entrance of the licensee's principal place of business.

(B) A copy of the license certificate issued pursuant to this chapter shall be posted in a conspicuous place at each construction site under the supervision of the licensee.

(C) Transfer of ownership shall not be allowed for any license issued under this chapter. (Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 7-30-08, p. 34713, § 4; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

### **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, 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) [*Reserved.*]
- (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;



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(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 a copy of a government-issued identification document for 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.

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 9-14-05, p. 55252, § 3; Amend Coun. J. 7-30-08, p. 34713, § 5; Amend Coun. J. 11-8-12, p. 38872, § 80; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

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

No license shall be issued under this chapter 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;

(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 Section [4-4-280](#) or [14A-3-305](#).

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 7-30-08, p. 34713, § 6; Amend Coun. J. 11-8-12, p. 38872, § 81; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

### **4-36-065 Training program.**

The Commissioner may establish, either alone or in partnership with other City officials, an online training program addressing the obligations of a licensee under this chapter, the Chicago Construction Codes, and other relevant provisions of the Municipal Code, including the Governmental Ethics Ordinance (Chapter [2-156](#)). If the Commissioner establishes such a

## Licensing of General Contractors

program, the Commissioner may require, as a condition of licensure and renewal, that a licensee identify one or more employees of the licensee who have successfully completed the training program within the preceding 12 months.

(Added Coun. J. 10-27-21, p. 39543, Art. V, § 3)

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

The license fee set forth in this section shall be payable annually. A general contractor license shall expire one year after issuance as indicated on the face of the license certificate.

Class A license ..... \$2,000.00

Class B license ..... \$1,000.00

Class C license ..... \$750.00

Class D license ..... \$500.00

Class E license ..... \$300.00

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 6-6-12, p. 28356, § 5; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

### **4-36-080 License number to be displayed.**

A licensee shall print or type the licensee's 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 the licensee. A licensee shall affix the licensee's name and general contractor license number on all motor vehicles regularly used in the course of the licensee's business.

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

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

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

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

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

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

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

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

Each policy of insurance required under this section shall include a provision requiring 30 days' advance notice to the Commissioner prior to cancellation or lapse of the policy. The



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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 [14A-3-305](#).

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

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 9-14-05, p. 55252, § 1; Amend Coun. J. 10-28-15, p. 11951, Art. VI, § 13; Amend Coun. J. 11-16-16, p. 37901, Art. II, § 10; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

**Editor's note** – Coun. J. 9-14-05, p. 55252, § 4, provides: "This ordinance shall be in force and effect upon its passage and approval. Provided, however, that with respect to any affected insurance policy in effect as the time of passage of this ordinance, the requirements imposed by Code Sections [4-36-030](#) and [4-36-090](#), as amended by this ordinance, must be complied with in conjunction with the renewal of any such insurance policy, or by January 1, 2007, whichever comes first."

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

**Editor's note** – Coun. J. 9-14-05, p. 55252, § 2, repealed § 4-36-100, which pertained to license bond – required.

### **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 permit application unless the licensee will be performing the work attributed to the licensee in the permit application;

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

(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 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 or the Commissioner 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 permit application;

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

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

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

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

(N) To do work or to direct, permit, encourage, assist, aid, abet or cause others to do work in violation of the Zoning Ordinance or the Chicago Construction Codes or any other applicable law, or that otherwise endangers the health or safety of construction site workers, the current or eventual users or occupants of a building or premises, or the public;

(O) To fail to comply with any requirement applicable to the contractor on a project as set forth in Articles XIV and XVIII of Chapter [11-4](#); or

(P) To knowingly violate Chapter [2-156](#).

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

The prohibitions set forth in subsections (B) through (D) and (I) through (P) of this section shall also apply to any person exempt from the licensing requirements of this chapter pursuant to Sections [4-36-020](#)(B)(5), [4-36-020](#)(B)(7), or [4-36-020](#)(B)(8).

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 7-27-05, p. 53211, § 1; Amend Coun. J. 9-14-05, p. 55252, § 1; Amend Coun. J. 7-30-08, p. 34713, § 7; Amend Coun. J. 11-19-08, p. 47220, Art. V, § 5; Amend Coun. J. 2-9-11, p. 112149, § 21; Amend Coun. J. 9-6-17, p. 55278, Art. IV, § 3; Amend Coun. J. 4-10-19, p. 100029, Art. II, § 29; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

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

A licensee shall have the following duties:

(A) To maintain a list that includes information about all permits obtained by or on behalf of the licensee and all contractors or subcontractors performing work on any project permitted or requiring a permit, under this Code, including each contractor's or subcontractor's name and address, and license number, if applicable. If requested by the Commissioner, the licensee 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 or the Commissioner 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 Commissioner of Business Affairs and Consumer Protection are authorized to examine that 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,

## Licensing of General Contractors

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 ensure compliance with the Chicago Construction Codes by its employees, agents, and subcontractors in the performance of a project.

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

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

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

(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).

The duties set forth in subsections (A) through (G) shall apply to the licensee and to all controlling persons.

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 7-27-05, p. 53211, § 1; Amend Coun. J. 7-30-08, p. 34713, § 8; Amend Coun. J. 11-19-08, p. 47220, Art. V, § 5; Amend Coun. J. 11-8-12, p. 38872, § 82; Amend Coun. J. 10-28-15, p. 11951, Art. VI, § 14; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

### **4-36-130 Permit privileges – Suspension.**

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

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 2-22-17, p. 43876, § 8; Amend Coun. J. 4-10-19, p. 100029, Art. II, § 30; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

### **4-36-140 Reserved.**

**Editor's note** – Coun. J. 10-27-21, p. 39543, Art. V, § 3, repealed § 4-36-140, which pertained to license – immediate suspension based upon a pattern of substantial code violations.

### **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

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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.

(Added Coun. J. 7-30-08, p. 34713, § 9; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

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

Any violation of this chapter or of the Chicago Construction Codes may result in license suspension or revocation in accordance with Section [4-4-280](#) or [14A-3-305](#).

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 7-30-08, p. 34713, § 10; Amend Coun. J. 2-22-17, p. 43876, § 9; Amend Coun. J. 4-10-19, p. 100029, Art. II, § 31; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

### **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.

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

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

The Commissioner shall have authority to promulgate rules necessary to implement this chapter.

(Added Coun. J. 10-1-03, p. 9163, § 2.1; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

### **4-36-180 Enforcement.**

The Commissioner 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; Amend Coun. J. 10-27-21, p. 39543, Art. V, § 3)

### **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.

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

# Licensing of General Contractors

**EXHIBIT A**  
**ANTICIPATED WORKFORCE PROJECTION FORM**  
**AFFIRMATIVE ACTION EMPLOYMENT PROGRAM AND LOCAL EMPLOYMENT PROGRAM**

DATE OF SUBMITTAL:							
<b>TRADE OR WORK CLASS</b>			<b>ETHNIC CLASS</b>				
KEY:	J	-	JOURNEYMAN	B	BLACK	DATE:	
	L	-	LABORER	H	HISPANIC	NAME OF FIRM:	
	A	-	APPRENTICE	A	ASIAN	SIGNATURE:	
	EMPL	-	EMPLOYED	NA	NATIVE AMERICAN	SPECIFICATION NO.:	
	RES	-	RESIDENT	O	OTHER:	NAME OF PROJECT:	

TRADE OR WORK CLASS	EST. DATES OF EMPL. FROM-TO	WAGE RATE	NO. OF EMPL.	ETHNIC CLASS	MALE		FEMALE		CHICAGO RESIDENTS		PROJECTED NEW HIRES	
					TOTAL PERSON HOURS	% OF TOTAL	TOTAL PERSON HOURS	% OF TOTAL	TOTAL PERSON HOURS	% OF TOTAL	TOTAL PERSON HOURS	% OF TOTAL

Indicate above the number of employees, permanent, temporary or otherwise for each of the categories anticipated to be hired during the term of this contract and the date(s) for which the employee(s) are expected to be hired.

The developer or contractor shall submit this form with copies of W4's within five (5) working days after award of contract to the Attention of: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL 60602.

**EXHIBIT B  
PAY PERIOD CANVASS REPORT**

<b>Contractor:</b>	
<b>Title:</b>	

<b>Specification #:</b>	
<b>Award Amount:</b>	

Week Number	Week Ending	Journeyworker			Apprentice			Laborer			Chicago Residents
		Total	Minority	Female	Total	Minority	Female	Total	Minority	Female	
<b>TOTALS</b>											

Note: The Contract’s General Conditions require that this “Pay Period Canvass Report” be submitted by the Contractor for its own firm and all of its subcontractor(s) with each pay request. The report must be completed on a weekly basis for each pay period.

## EXHIBIT C PAYROLL CANVASS SURVEY REPORT

<b>Contractor:</b>										
<b>Project Title:</b>										
<b>Specification #:</b>										
<b>Award Amount:</b>										
							<b>Total Potential Damages</b>	<b>EEO</b>		
								<b>Residency</b>		
Contractor	Journeyworker			Apprentice			Laborer			Chicago Residents
	Total	Minority	Female	Total	Minority	Female	Total	Minority	Female	
<b>TOTALS</b>										

	Journeyworker			Apprentice			Laborer		Chicago Residents
	Minority	Female		Minority	Female		Minority	Female	
GOALS									
ACHIEVED									
DEFICIENCY									
Damages									



## AFFIDAVIT OF UNCOMPLETED WORK

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

### PART I. WORK UNDER CONTRACT

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

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

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

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

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

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

**AFFIDAVIT OF UNCOMPLETED WORK**

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

REMARKS: \_\_\_\_\_

## AFFIDAVIT OF UNCOMPLETED WORK

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

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

**AFFIDAVIT OF UNCOMPLETED WORK**

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

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

Subscribed and sworn to before me Signed \_\_\_\_\_  
 this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Company \_\_\_\_\_  
 Address \_\_\_\_\_

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

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

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

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

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

## PROPOSAL TO BE EXECUTED BY A CORPORATION

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

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

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

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

NAME OF CORPORATION: \_\_\_\_\_  
(Print or Type)

SIGNATURE OF PRESIDENT\*:  
(Or Authorized Officer) \_\_\_\_\_  
(Signature )

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

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

ATTEST: \_\_\_\_\_  
(Corporate Secretary Signature)  
(Affix Corporate Seal)

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

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

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

**PROPOSAL TO BE EXECUTED BY A JOINT VENTURE**

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

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

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

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

**JOINT VENTURE NAME:** \_\_\_\_\_  
(Print or Type)

**JOINT VENTURE ADDRESS:** \_\_\_\_\_  
(Print or Type)

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

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

SIGNATURE OF Authorized Party: \_\_\_\_\_  
(Signature )

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

ATTEST: \_\_\_\_\_  
(Joint Venture Secretary Signature)  
(Affix Joint Venture Seal)

OR  
Joint Venturer Signature: \_\_\_\_\_  
(Signature)

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

Joint Venturer Signature: \_\_\_\_\_  
(Signature)

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

Joint Venturer Signature: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print or Type)

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

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

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

**PROPOSAL TO BE EXECUTED BY A PARTNERSHIP**

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

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

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

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

**BUSINESS NAME:** \_\_\_\_\_  
(Print or Type)

**BUSINESS ADDRESS:** \_\_\_\_\_  
(Print or Type)

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

Registration Number: \_\_\_\_\_

**SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP**

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

Partner Signature: \_\_\_\_\_  
(Signature)

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

Partner Signature: \_\_\_\_\_  
(Signature)

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

Partner Signature: \_\_\_\_\_  
(Signature)

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

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

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

Notary Public Signature \_\_\_\_\_  
Commision Expires: \_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

V. Attach a copy of the joint venture agreement.

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

VI. Ownership of the Joint Venture.

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

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

1. Profit and loss sharing: \_\_\_\_\_

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

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

- 3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 5. Costs of bonding (if required for the performance of the contract):  
\_\_\_\_\_
- 6. Costs of insurance (if required for the performance of the contract):  
\_\_\_\_\_
- C. Provide copies of all written agreements between venturers concerning this project.
- D. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VII. Control of and Participation in the Joint Venture.

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

- A. Joint venture check signing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. Authority to enter contracts on behalf of the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. Signing, co-signing and/or collateralizing loans:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Acquisition of lines of credit:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- E. Acquisition and indemnification of payment and performance bonds:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

F. Negotiating and signing labor agreements:

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

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

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

VIII. Financial Controls of joint venture:

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

\_\_\_\_\_

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

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

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

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

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

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

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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

A. Are any proposed joint venture employees currently employed by either venturer?  
Currently employed by non-MBE/WBE/VBE venturer (number) \_\_\_\_  
Employed by MBE/WBE/VBE venturer \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of MBE/WBE/VBE Partner Firm

\_\_\_\_\_  
Name of Non-MBE/WBE/VBE Partner Firm

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_\_day of \_\_\_\_\_, 20 \_\_\_\_, the above-signed officers  
\_\_\_\_\_  
**(names of affiants)**

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

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

\_\_\_\_\_  
Signature of Notary Public

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



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

**FOR  
CONSTRUCTION  
PROJECTS ONLY**

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

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

From: \_\_\_\_\_  
 (Name of MBE/WBE Firm)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

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

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

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

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

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

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

**Partial Pay Items**

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

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

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

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

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

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

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

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

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

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

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





# SCHEDULE C

## MBE/WBE Letter of Intent to Perform 2<sup>nd</sup> Tier Subcontractor to the Prime Contractor

**FOR  
CONSTRUCTION  
PROJECTS ONLY**

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

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

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

To: \_\_\_\_\_  
(Name of 1<sup>st</sup> Tier Contractor)

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

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

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

---



---



---



---

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

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

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

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

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

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

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

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

**Partial Pay Items**

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

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

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

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

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

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

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

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

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

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

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

# SCHEDULE C (Construction)

## MBE/WBE Letter of Intent to Perform as a SUPPLIER

Project Name: \_\_\_\_\_ Specification Number: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE or WBE Firm)

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

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

The undersigned is prepared to supply the following goods in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

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

**Partial Pay Items.**

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

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

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

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

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

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

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

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

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

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

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



# SCHEDULE C-V

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

**FOR  
CONSTRUCTION  
PROJECTS ONLY**

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

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

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

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

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

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

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

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

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

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

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

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

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

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

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

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

**Partial Pay Items**

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

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

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

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

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

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

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

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

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

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

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



**SCHEDULE C-V**  
VBE Letter of Intent to Perform  
2<sup>nd</sup> Tier Subcontractor to the Prime Contractor

**FOR  
CONSTRUCTION  
PROJECTS ONLY**

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

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

From: \_\_\_\_\_

(Name of VBE Firm)

To: \_\_\_\_\_

(Name of 1<sup>st</sup> Tier Contractor)

To: \_\_\_\_\_ and the City of Chicago.

(Name of Prime Contractor)

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

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

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

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

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

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

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

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

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

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

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

**Partial Pay Items**

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

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

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

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

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

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

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

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

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

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

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



# SCHEDULE C-V (Construction)

VBE Letter of Intent to Perform  
as a SUPPLIER

**FOR  
CONSTRUCTION  
PROJECTS ONLY**

Project Name: \_\_\_\_\_ Specification Number: \_\_\_\_\_

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

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

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

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

**Partial Pay Items.**

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

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

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

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

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

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

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

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

\_\_\_\_\_



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

\_\_\_\_\_  
Signature of Owner, President or Authorized Agent of VBE Date

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

\_\_\_\_\_  
Phone Number

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



05/2020

**FOR  
CONSTRUCTION  
PROJECTS ONLY**

### SCHEDULE D

#### Compliance Plan Regarding MBE & WBE Utilization Affidavit of Prime Contractor

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

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

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

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

\_\_\_\_\_ and a duly authorized representative of  
(Title of Affiant)

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

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

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



**PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
(Name of Prime Contractor – Print or Type)

State of: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

County of: \_\_\_\_\_

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)

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

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

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

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

\_\_\_\_\_  
(Notary Public Signature)

SEAL:

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



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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Name of Prime Contractor – Print or Type) State of: \_\_\_\_\_  
\_\_\_\_\_  
(Signature) County of: \_\_\_\_\_

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)  
\_\_\_\_\_  
(Date)  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer \_\_\_\_\_  
(Name of Affiant)

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

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

\_\_\_\_\_  
(Notary Public Signature)

SEAL:

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



**SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS  
FOR CONSTRUCTION CONTRACTS**

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

Duplicate sheets as needed.

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

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

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

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

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

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

**Date of contact** \_\_\_\_\_

**Method of contact** \_\_\_\_\_

**Response to solicitation** \_\_\_\_\_

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

**Please circle each classification that applies:**

MBE Certified   WBE Certified   VBE Certified   Non- Certified

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

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

**Date of contact** \_\_\_\_\_

**Method of contact** \_\_\_\_\_

**Response to solicitation** \_\_\_\_\_

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

**Please circle each classification that applies:**

MBE Certified   WBE Certified   VBE Certified   Non- Certified

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

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

**Date of contact** \_\_\_\_\_

**Method of contact** \_\_\_\_\_

**Response to solicitation** \_\_\_\_\_

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

**Please circle each classification that applies:**

MBE Certified   WBE Certified   VBE Certified   Non- Certified

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

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



Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_

**Please circle each classification that applies:**

MBE Certified   WBE Certified   VBE Certified   Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_

Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_

**Please circle each classification that applies:**

MBE Certified   WBE Certified   VBE Certified   Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_

Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_

**Please circle each classification that applies:**

MBE Certified   WBE Certified   VBE Certified   Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_

Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_

**Please circle each classification that applies:**

MBE Certified   WBE Certified   VBE Certified   Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_

Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_

**Please circle each classification that applies:**

MBE Certified   WBE Certified   VBE Certified   Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_

**Contact Person** \_\_\_\_\_  
**Date of contact** \_\_\_\_\_  
**Method of contact** \_\_\_\_\_  
**Response to solicitation** \_\_\_\_\_  
**Type of Work Solicited** \_\_\_\_\_

**Please circle each classification that applies:**

MBE Certified   WBE Certified   VBE Certified   Non- Certified

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

\_\_\_\_\_  
(Name of Prime Contractor - Print or Type)

\_\_\_\_\_  
(Signature)

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

the above signed officer, \_\_\_\_\_,  
(Name of Affiant)

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

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

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

(Seal)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Describe assistance efforts.**

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

**Describe assistance efforts.**

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

**Describe efforts to use agencies listed on Attachment A.**

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

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

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

Signature: \_\_\_\_\_  
(Signature of Affiant)

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

Date: \_\_\_\_\_  
(Print or Type)

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

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

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

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBEs, WBEs, AND VBEs ON CONSTRUCTION CONTRACT  
STATUS REPORT OF MBE/WBE/VBE (SUB) CONTRACT PAYMENTS**

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

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

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

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

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

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

In connection with the above-captioned contract:

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

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

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

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

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

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

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

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

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

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

Signature: \_\_\_\_\_  
(Signature of Affiant)

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

Date: \_\_\_\_\_  
(Print or Type)

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

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

This instrument was acknowledged before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name/s of person/s)

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

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

\_\_\_\_\_  
Signature of Notary Public

(Seal)

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

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

**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.



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	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

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

**1.7. EDS FREQUENTLY ASKED QUESTIONS**

**Q: Where do I file?**

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

**Q: How do I get help?**

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

**Q: Why do I have to submit an EDS?**

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

**Q: Who is the Applicant?**

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

**Q: Who is the Disclosing Party?**

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

**Q: What is an entity or legal entity?**

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

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

A: “Person” means a human being.

**Q: Who must submit an EDS?**

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

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

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

	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](http://www.hotmail.com) or [www.yahoo.com](http://www.yahoo.com) or [gmail.com](http://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?**

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

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?**

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

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.

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

CITY-BASED BUSINESS AFFIDAVIT

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

- 1. Of the three following bid preference options from 2-92-412, check the one option that Bidder qualifies for and wishes to apply to this Bid:
( ) 4% Bidder is a City-based business.
( ) 6% Bidder meets 4% requirements and majority of Prime Contractor's employees are City resident employees and if applicable are not counted towards work hours required by Section 2-92-330.
( ) 8% Bidder meets 6% requirements and majority of Prime Contractor's City resident employees are residents of a socio-economically disadvantaged area and are not counted towards work hours required by Section 2-92-330.
2. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412? ( ) Yes ( ) No
3. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago? ( ) Yes ( ) No
3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago? ( ) Yes ( ) No
4. Street address of business location within the City of Chicago (P.O. address not accepted):
5. Describe the business activities are carried out at the location listed above:
6. How many full-time regular employees are currently employed at the location listed above?
7. How many full-time regular employees at the location listed above are "City resident employees," as that term is defined in this bid solicitation and MCC 2-92-412? (for 6% and 8% preferences only)
8. How many of Bidder's full-time City resident employees identified above are residents of a socio-economically disadvantaged area, as that term is defined in this bid solicitation and MCC 2-92-412? (for 8% preference only)
9. Total number of full-time regular employees employed at all locations worldwide?
10. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":

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

Name of Bidder (Print or Type):

Signature of Authorized Officer (Sign): Date:

Title of Signatory (Print or Type):

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

(Signature of Notary Public) (seal)

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

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

**ELIGIBLE BUSINESS FOR BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT**

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

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

2. Street address of principal place of business: \_\_\_\_\_  
\_\_\_\_\_

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

**Line 3(a):** \_\_\_\_\_

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

**Line 4(a): number of vehicles** \_\_\_\_\_

**Line 4(b): percentage of fleet (line 4(a) divided by line 3(a))** \_\_\_\_\_

%

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

**Line 5(a): number of vehicles** \_\_\_\_\_

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

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

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

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

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

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

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

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)



**SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBEs, WBEs, AND VBEs ON CONSTRUCTION CONTRACT  
VETERAN-OWNED SMALL LOCAL BUSINESSES AND ELIGIBLE JOINT VENTURES AFFIDAVIT**

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

1. Is bidder a "veteran-owned small local business" as defined in Book 1, Section XXII.D. of this bid solicitation and in MCC 2-92-920?

Yes             No            If Yes, attach the bidder's current City of Chicago VBE certification letter and skip to #7

below.

2. Is bidder an "eligible joint venture" as defined in Book 1, Section XXII.D. of this bid solicitation and in MCC 2-92-920?

Yes             No

3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-920?

Yes             No

4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in MCC 2-92-920?

Yes             No

5. Is the veteran-owned business identified in #4 above an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?

Yes             No

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

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6. Is the veteran-owned business identified in #4 above certified by either: (i) the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) the County of Cook as a veteran business enterprise; (iii) the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business? If yes to any of the above, please provide appropriate documentation.

Yes             No

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

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

County: \_\_\_\_\_

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

*Bidder must complete the applicable signature line(s) on the following page.*

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

Veteran-Owned Small Local Businesses AND ELIGIBLE JOINT VENTURES Affidavit – signature page

**Required Signature for All Applicants**

Name of Veteran-Owned Business: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

**Additional Required Signatures for Eligible Joint Venture Applicants**

Name of Joint Venture (for eligible joint ventures only): \_\_\_\_\_

(Print or Type)

Name of SBE (for eligible joint ventures only): \_\_\_\_\_

(Print or Type)

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

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

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

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

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

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

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

**BIDDER'S COMMITMENT TO UTILIZE VETERAN-OWNED SUBCONTRACTORS AFFIDAVIT**

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

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

1. Contract title: \_\_\_\_\_  
Specification #: \_\_\_\_\_

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

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

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

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

***Signature page follows.***

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

**BIDDER'S COMMITMENT TO UTILIZE VETERAN-OWNED SUBCONTRACTORS AFFIDAVIT – SIGNATURE PAGE**

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

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

(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

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

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

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

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

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

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

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

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

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

1. Contract title: \_\_\_\_\_  
Specification #: \_\_\_\_\_

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

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

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

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBEs, WBEs, AND VBEs ON CONSTRUCTION CONTRACT  
**REQUEST TO APPLY BID INCENTIVE: CHICAGO GRADUATES APPRENTICE UTILIZATION  
(MCC 2-92-335)**

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

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

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

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

Attach a copy of the earned credit certificate for verification.

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

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

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

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

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

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBEs, WBEs, AND VBEs ON CONSTRUCTION CONTRACT  
**BIDDER'S COMMITMENT TO UTILIZE EX-OFFENDER APPRENTICES**

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

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

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

1. Contract title: \_\_\_\_\_

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

2. The percentage of total labor hours for which Bidder commits to utilize ex-offender apprentices (as defined in MCC 2-92-336 and the applicable bid solicitation) will be what percentage of the total hours performed under the contract?

( ) 5% to 10%-- 0.5% incentive

( ) 11% to 15%-- 1.0% incentive

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

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

(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBEs, WBEs, AND VBEs ON CONSTRUCTION CONTRACT  
**REQUEST TO APPLY BID INCENTIVE: EX-OFFENDER APPRENTICE UTILIZATION (MCC 2-92-336)**

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

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

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

1. Current Contract title: \_\_\_\_\_  
Current Specification #: \_\_\_\_\_

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

Attach a copy of the earned credit certificate for verification.

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

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

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

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

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)  
(SEAL)



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

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

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

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

1. Contract title: \_\_\_\_\_  
Specification #: \_\_\_\_\_

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

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

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

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

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

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)

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

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

**MENTORING PROGRAM BID PREFERENCE AFFIDAVIT**

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

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

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

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

Contract title: \_\_\_\_\_

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

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

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

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

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

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

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

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

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBEs, WBEs, AND VBEs ON CONSTRUCTION CONTRACT  
**DIVERSE MANAGEMENT AND WORKFORCE BID INCENTIVES AFFIDAVIT**

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

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

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

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

Contract title:

Specification #:

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Bidder:  
(Print or Type)

Signature of Authorized Officer:  
(Signature)

Title of Signatory:  
(Print or Type)

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

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

By \_\_\_\_\_ (name/s of person/s making statement).

(Signature of Notary Public) (Seal)

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

**BIDDER'S COMMITMENT TO UTILIZE PROJECT AREA SUBCONTRACTORS**

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

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

1. Contract title: \_\_\_\_\_ Specification  
#: \_\_\_\_\_
2. The value of work to be performed by Project Area Subcontractor (as defined in MCC 2-92-405 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?  

<input type="checkbox"/> 1% to 16%-- 0.5% of contract base bid	<input type="checkbox"/> 33% to 49%-- 1.5% of contract base bid
<input type="checkbox"/> 17% to 32%-- 1% of contract base bid	<input type="checkbox"/> 50% or greater-- 2% of contract base bid
3. Identify the bid lines under which Project Area Subcontractor work will be provided and its value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

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

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

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

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

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

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

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

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

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

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

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)

**PROJECT AREA SUBCONTRACTOR AFFIDAVIT**

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

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

1. Contract Title:

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

Bidder/Contractor Name: \_\_\_\_\_

2. Is subcontractor a "Project Area Subcontractor" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-405? ( ) Yes  
( ) No

3. Is subcontractor a "Small Business Enterprise" as described by the US Small Business Administration and defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-405? ( ) Yes ( ) No

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

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

5. Describe the work to be performed on the contract: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

Name of Project Area Subcontractor: \_\_\_\_\_  
(Print or Type)

Signature of Project Area Subcontractor Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_



(Print or Type)

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

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

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

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

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

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

Contract title: \_\_\_\_\_

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

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

In accordance with Section 6-10-040 of the MCC, Contractor's written policy prohibiting sexual harassment shall include, at a minimum, the following information:

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

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

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

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

Name of Contractor: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

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

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

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

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_

(Signature of Notary Public)

(Seal)



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

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

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

---

---

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

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

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

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

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

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

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

(Revised 6/30/2000)



## BID BOND

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

PRINCIPAL (Legal name and business address)

State of incorporation or organization:

SURETY (Legal name and business address)

State of incorporation:

### BID IDENTIFICATION

BID OPENING DATE:

SPECIFICATION NUMBER:

SPECIFICATION TITLE (AND PROJECT NUMBER IF AVAILABLE):

### PENAL SUM OF BOND

\_\_\_\_\_ %, \_\_\_\_\_ PERCENT OF BASE BID

Surety Bond No.:

#### **Obligation:**

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

#### **Conditions:**

The Principal has submitted the bid identified above.

#### **Therefore:**

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

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

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

#### **Witness:**

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

**PRINCIPAL**

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

**SURETY**

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

**NOTARY**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
NOTARY PUBLIC

*Notary Seal*

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

## **INSTRUCTIONS FOR CITY OF CHICAGO BID BOND FORM**

Bidders/Proposers: Give these instructions to your surety.

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



# CONTRACTOR'S PERFORMANCE & PAYMENT BOND

**Know All Men by these Presents,** That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**Sealed** with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20

**The Condition of the Above Obligation is such,**

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

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

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

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

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

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

Approved \_\_\_\_\_, 20\_\_\_\_ (Seal)

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

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

**Purchasing Agent** \_\_\_\_\_ (Seal)

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

Approved as to form and legality: \_\_\_\_\_ (Seal)

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

**Assistant Corporation Counsel**

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