

**CITY OF CHICAGO  
O'HARE MODERNIZATION PROGRAM  
CHICAGO-O'HARE INTERNATIONAL AIRPORT  
SOUTH AIRFIELD RUNWAY 10R-28L PAVING, LIGHTING AND SIGNING**

**PRINT AND SUBMIT THIS DOCUMENT**

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

**SPECIFICATION NUMBER: 120359**

**PROJECT NUMBER: OH.6135.200.525**



**CITY OF CHICAGO  
Rahm Emanuel  
Mayor**



**O'HARE MODERNIZATION PROGRAM  
Rosemarie S. Andolino  
Commissioner, Chicago Department of Aviation**

**Issued by:**

**DEPARTMENT OF PROCUREMENT SERVICES  
Jamie L. Rhee  
Chief Procurement Officer**

**DECEMBER 11, 2013  
ISSUED FOR BID**

**INSTRUCTIONS AND EXECUTION DOCUMENTS**

**ADVERTISEMENT FOR BIDS**

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## BID PACKAGE CONTENTS

**Project Name:** South Airfield Runway 10R-28L Paving, Lighting and Signing  
**Specification Number:** 120359  
**OMP Project Number:** OH.6135.200.525

CD Disk 1 of 1

- *Contract Plans* (Folder containing the following)
  - Combined Sheets
    - Volume 3 of 6 - GENERAL PLANS (pdf)
    - Volume 4 of 6 - RUNWAY 10R-28L PAVING, LIGHTING, AND SIGNING (pdf)
    - Volume 5 of 6 - TAXIWAY AA PAVING, LIGHTING, AND SIGNING (pdf)
    - Volume 6 of 6 - RUNWAY 10R-28L RUNWAY STATUS LIGHTS (RWSL) (pdf)
  - Individual Plan Sheets
    - Volume 3 of 6 - GENERAL PLANS (Folder containing individual Plan Sheets)
    - Volume 4 of 6 - RUNWAY 10R-28L PAVING, LIGHTING, AND SIGNING (Folder containing individual Plan Sheets)
    - Volume 5 of 6 - TAXIWAY AA PAVING, LIGHTING, AND SIGNING (Folder containing individual Plan Sheets)
    - Volume 6 of 6 - RUNWAY 10R-28L RUNWAY STATUS LIGHTS (RWSL) (Folder containing individual Plan Sheets)
- *Specifications* (Folder containing the following)
  - Part 1 of 3 - Instructions and Execution Documents.pdf  
**(PRINT AND SUBMIT THIS DOCUMENT)**
  - Part 2 of 3 - General Conditions.pdf
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## DOCUMENT SUBMITTAL CHECKLIST (Federally Funded)

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

1. Bid Form properly completed. \_\_\_\_\_
2. Schedule of Prices, completed and totaled. \_\_\_\_\_
3. Appropriate Proposal Page completed, signed and notarized. \_\_\_\_\_
4. Department of Procurement Services Bid Bond. \_\_\_\_\_
5. Addenda (if any) acknowledged on the Proposal Page. \_\_\_\_\_
6. Online EDS Number Provided \_\_\_\_\_
7. Online EDS Certificate of Filing \_\_\_\_\_
8. DBE Schedules completed: \_\_\_\_\_
  - a. Schedule B: Affidavit of DBE/Non-DBE Joint Venture, if applicable; completed, signed and notarized. \_\_\_\_\_
  - b. Schedule C: DBE Letter of Intent to Perform as Subcontractor or Supplier, completed and signed. \_\_\_\_\_
  - c. Schedule D: Affidavit of Prime Contractor Regarding Disadvantaged Business Enterprises (DBE's) completed, signed and notarized. \_\_\_\_\_
  - d. Schedule F: Report of Subcontractor Solicitations, completed, signed and notarized. \_\_\_\_\_
  - e. Exhibit D, completed. \_\_\_\_\_
9. Affidavit of Uncompleted Work completed, signed and notarized. \_\_\_\_\_
10. Proper Insurance Certificate provided. \_\_\_\_\_
11. Certificate regarding Removal of All Waste Materials and Dump Sites. \_\_\_\_\_
12. Contractor's Statement of Experience and Financial Condition on file \_\_\_\_\_
13. Affidavit of Ineligibility \_\_\_\_\_

## PRE-BID CONFERENCE NOTICE

A Pre-Bid Conference, for all Bidders interested in submitting bids for the Work under this Contract, relating to site conditions, and any other requirements and clarifications regarding this Project, will be held by the Department of Procurement Services as follows:

Date: December 18, 2013  
Time: 10:00 a.m., Central Time  
Location: Aviation Administration Building (See location map)  
10510 W. Zemke Road,  
Chicago, IL 60666  
Conference Room to be determined

**If any Persons interested in submitting bids for this Contract have questions, all such questions or requests for clarification must be submitted to the following e-mail address:**

**[TRPLS@cityofchicago.org](mailto:TRPLS@cityofchicago.org)**

All questions must be submitted no later than 5:00 p.m., Central Time on 1/8/2014 or no response will be provided except at the discretion of the Chief Procurement Officer.

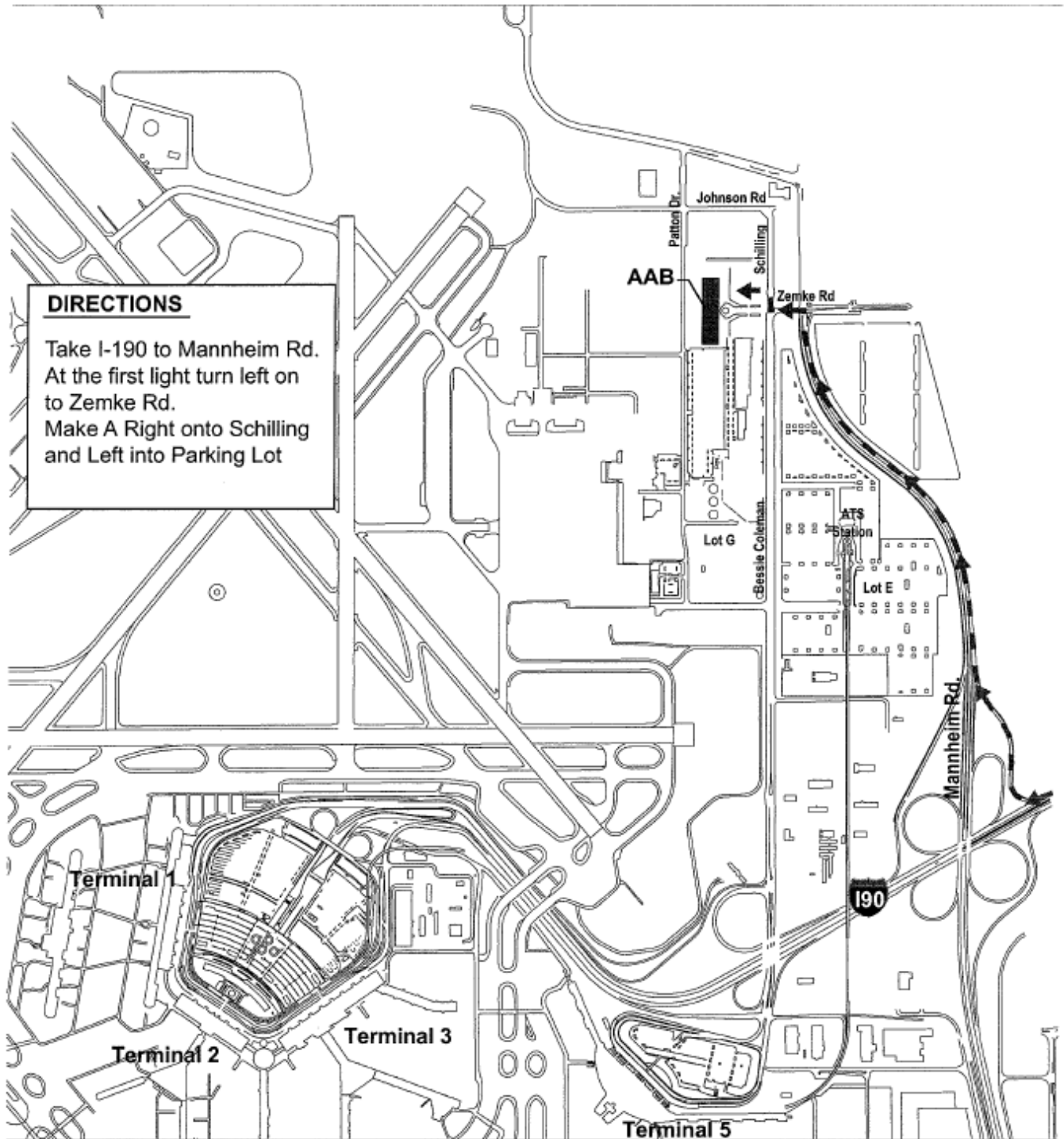
Project Name: South Airfield Runway 10R-28L Paving, Lighting and Signing  
Specification Number: 120359

### PLANS AND SPECIFICATIONS AVAILABLE AT:

CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES  
City Hall – Bid & Bond Room 301  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-9773

## PRE-BID LOCATION MAP

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



**SPECIAL NOTICE REGARDING DISADVANTAGED BUSINESS ENTERPRISE  
COMMITMENT**

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

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

Special notice should be given to the following paragraphs extracted from Article VI-Procedure to Determine Bid Compliance found herein on pages S5-18 thru S5-21 of the Special Conditions Regarding Disadvantaged Business Enterprise Commitment.

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

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

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

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

Schedule D: Affidavit of Prime Contractor Regarding DBE's

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

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

Schedule F: Report of Subcontractor Solicitations

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

Letters of Certification

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

Bidders who fail to submit, together with their bid, either complete information required per Notice B shown on page S5-24 of the Special Conditions (committing to the full achievement of the Contract's DBE goals), or a complete request for a waiver of variance of DBE goals per Article VII-Good Faith Efforts, may be deemed non-responsive and their bid may be rejected.

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



## PROJECT OVERVIEW

**Project Name:** South Airfield Runway 10R-28L Paving, Lighting and Signing  
**Specification Number:** 120359  
**OMP Project Number:** OH.6135.200.522

### General Description of the Work:

The project consists of furnishing all means, methods, labor, materials, tools, equipment, transportation and services for performing all work as shown on the Drawings and as described in the Technical Specifications, including all incidentals, appurtenant work and accessories, to the complete satisfaction of, approval and acceptance by the City. The scope of work associated with the construction of South Airfield Runway 10R-28L Paving, Lighting and Signing includes, but is not limited to, the following items:

The general scope of this project includes construction of a 17-inch (Portland cement concrete) 7,500-foot x 150-foot runway with CAT II/III instrument approaches, and associated 75-foot wide parallel, acute-angled and connecting taxiways. The scope also includes 35-foot wide bituminous shoulders for the runway and taxiways, a pavement underdrain system, high intensity runway edge and threshold lights, touchdown zone lights, runway centerline lights, taxiway LED centerline lights, medium intensity taxiway LED edge lights, elevated in-pavement runway guard lights, Empty bases for Runway Entrance Status Lights.

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

**Estimated Project Cost:** \$75,000,000 to \$100,000,000

**Advertisement Date:** December 11, 2013

**Pre-Bid Conference Date/Time:** December 18, 2013 at 10:00 a.m., Central Time

**Question Cut-Off Date/Time:** January 8, 2014 at 5:00 p.m., Central Time

**Bid Opening Date/Time:** January 31, 2014 at 11:00 a.m., Central Time at City Hall, Bid & Bond Room 301, Chicago, IL 60602

### Document Fee:

For this Project, Contract Documents will be provided on CD-ROM. One CD-ROM will be provided to the Bidder at no cost. Additional CD-ROM's will be provided to the Bidder at the cost of \$50.00 each.

### Bid Bond/Deposit:

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

**DBE Goal:** 27.0%

### Award of Contract:

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

### Inspection of Site:

The Bidder is expected to inspect the site of the Work. A site tour will be provided to interested Bidders immediately following the Pre-Bid Conference. No allowance will be made for any difficulties that may be encountered in executing the Work due to a failure of the Bidder to inspect the Site. Requests for Site Inspections must be submitted to the following e-mail address: [TRPLS@cityofchicago.org](mailto:TRPLS@cityofchicago.org).

**SECTION 1**  
**REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS**  
**(Federally Funded)**

**1. DEFINITIONS:**

- a. "Bidder" means a party that executes and submits the Contract Documents in connection with this invitation for bids.
- b. "Chief Procurement Officer" or "CPO" means the chief executive of the Department of Procurement Services for the City of Chicago, and any representative duly authorized in writing to act on the CPO's behalf.
- c. "Commissioner of Aviation" or "Commissioner" means the chief executive of the Chicago Department of Aviation, and any representative duly authorized in writing to act on the Commissioner's behalf.
- d. "Contract" or "Contract Documents" are Part One: Instructions and Execution Documents; Part Two: General Conditions; Part Three: Technical Specifications; Project Requirements; Contract Plans and Drawings; any Addenda; FAA Standard Specifications for Airport Construction, reference standards promulgated by various agencies including Federal, State or local government units, as well as any other specialized documents that are referred to in Part Three.
- e. "Official Printed Copy" of the Contract Documents means a copy of the Contract Documents as printed by the City from the City's copy of the CD providing Contract Documents. An Official Printed Copy of the Contract Documents will be available for examination in the City Hall – Bid & Bond Room 301, 121 N LaSalle Street, Chicago, IL 60602.
- f. Additional definitions are found in Part Two, General Conditions of the Contract.

**2. COMPLIANCE WITH LAWS:**

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

**3. EXAMINATION BY BIDDER:**

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

**4. BID BOND/DEPOSIT:**

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

If a bid deposit is required and not provided, the bid will be rejected. The bid deposit must be a bond, or the equivalent in cashier's check, money order or certified check. Any bond must be executed by a surety authorized to do business in the State of Illinois, and it must be in the form provided by the CPO, an example of which is bound herein on page S5-57. All certified checks must be drawn on a responsible bank doing business in the United States, and shall be made payable to the order of the City of Chicago. **CASH OR COMPTROLLER'S CERTIFICATE IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.**

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

**5. DOCUMENT DEPOSIT:**

For this Project, Contract Documents will be provided on CD. The initial set of Contract Documents will be provided to the Bidder at no cost.

The Bidder shall deposit Fifty Dollars (\$50.00) for each subsequent set of Contract Documents. The document deposit must be paid in the form of a certified check, cashier's check, or money order. The deposit will be refunded upon return of the Documents, in good condition, not later than ten (10) days after the bid opening. Failure to return the Contract Documents within the period stated above will result in the Bidder forfeiting the document deposit.

All Contract Documents are provided on CD, including Part One and the remainder of the documents. However, the documents on the CD are not the Official Printed Copy of the Contract Documents.

**6. PREPARATION OF BID:**

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

**7. SUBMISSION OF BID:**

- a. The Bidder shall submit its bid with the applicable bid deposit and bid fee, enclosed in sealed envelopes, provided for that purpose in the Bid & Bond Room 301, City Hall, 121 North LaSalle, Chicago, IL, 60602 and if the bid is submitted in an envelope other than that provided, then the sealed envelope submitted by the Bidder, shall have the following information on the face of the envelope: Bidder's name, address, Contract Specification number, advertised date of bid and date of bid opening.
- b. The Bidder is solely responsible for delivery of its bid to the Bid and Bond Room before the date and time for bid opening. Any bid which is not delivered on time will not be accepted.

**8. TERM OF BID:**

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

**9. RESPONSIBILITY OF BIDDER:**

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

**10. CONSIDERATION OF BID:**

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

**11. BALANCED BIDS:**

**Bidder's pricing for each line item must carry its full share of the cost of Work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. The CPO reserves the right to reject any bid that is materially unbalanced.**

**12. PERFORMANCE AND PAYMENT BOND:**

- a. The successful Bidder or Bidders shall, within five (5) calendar days of receipt of written notice from the City, furnish a Performance and Payment Bond in the amount of 100% of the contract value on Contractor's Performance and Payment Bond, a specimen which is found herein on page S5-60. Such bond must comply with the provisions of 30 ILCS 550/1 et seq., as amended, and Chapter 2, Section 2-92-030 of the Municipal Code of the City, as amended. The Performance and Payment Bond must be in the form provided by the CPO and issued by a surety that is satisfactory to the CPO and the City Comptroller in accordance with Section XVI., B., 1 of Part Two of the Contract Documents.
- b. If the Performance and Payment Bond is not so furnished, the bid will be rejected and the bid deposit will be forfeited to the City. The forfeiture shall not limit any other City remedies against the Bidder.

**NOTE:** Section 2-92-040 of the Municipal Code of the City of Chicago requires that the Contractor's surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount equal to or greater than the amount bid by the Contractor. This Circular 570 is available on the Internet at [www.fms.treas.gov/c570](http://www.fms.treas.gov/c570). Co-sureties may be accepted in the sole discretion of the CPO, but each co-sureties must individually meet the foregoing requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

**13. INTERPRETATION OF CONTRACT DOCUMENTS:**

- a. If any Bidder, prior to the bid opening, has a question as to the meaning of any part of the specifications or other Contract Documents, **the Bidder must send questions to the e-mail address as listed on the Pre-Bid Conference Notice page of this Part One.** All questions must be submitted no later than 5:00 p.m., Central Time on **January 8, 2014** or no response will be provided, except at the discretion of the CPO.
- b. Bidders may only rely upon written addenda issued by the CPO. Oral explanations or interpretations will not be binding on the City.
- c. The order of precedence of the component parts of the Contract Documents shall be as follows:
  1. The General Conditions (Part 2) as issued for bid or subsequently amended;
  2. Requirements for Bidding and Instructions for Bidders (Part 1) as issued for bid or subsequently amended;
  3. Technical Specifications (Part 3) as issued for bid or subsequently amended;
  4. Contract plans and drawings as issued for bid or subsequently amended; and
  5. All other Contract Documents

The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein.

- d. In the event of conflict or inconsistency between the Contract Documents as provided to the Bidder on CD and the Official Printed Copy of the Contract Documents, the Official Printed Copy shall take precedence.

**14. SUBSTITUTION:**

Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the Bidder items that will be satisfactory. The Bidder must, if awarded the Contract, provide the items specified in the Contract Documents when those items are specified by manufacturer's trade name in Part Three of the Contract Documents, unless equivalent alternatives have been proposed as described below. The Bidder may bid another product(s) provided that the alternative product is on a separate sheet of paper designated as such and is supported by the type of information listed in Section VI. E. 3.b. and c. of the General Conditions, in order to facilitate the CPO's evaluation of such product. The CPO may, in his sole discretion, accept an alternate bid for a specified item, provided the alternate item so bid is, in the CPO's sole opinion, the equivalent of the item specified in the Contract Documents. An alternate that is not equivalent to the specified item may render the bid non-responsive. Unless the alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the Contract Documents. No substitution of specified items will be allowed thereafter except as provided in Section VI., Item E.3 of the General Conditions.

**15. TAXES:**

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

**16. INSURANCE:**

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

**17. AFFIDAVIT OF UNCOMPLETED WORK:**

Bidders are required to submit, together with their bid, a complete and properly executed "Affidavit of Uncompleted Work" found herein on page S5-54, showing all uncompleted contracts either as a contractor or subcontractor.

**18. ACKNOWLEDGEMENT OF FEDERAL FUNDS**

The Work in this Contract is included in the Federal Airport Improvement Program Project No. 3-17-0022-38 which is being undertaken and accomplished by the U.S. Department of Transportation, Federal Aviation Administration (FAA) and the City of Chicago Department of Aviation, hereinafter called the Co-Sponsors. In accordance with the terms and conditions of a Grant Agreement between the Co-Sponsors and the United States, under the Airport and Airway Improvement Act of 1982 (Public Law 97-248; Title V, Section 501 *et seq.*, September 3, 1982; 96 Stat. 671; codified at 49 U.S.C. Section 2201 *et seq.*) And Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the Project that are determined to be allowable Project costs under the Act. The United States is not a party to this Contract and no reference in this Contract to FAA or any representative thereof, or to any rights granted to the FAA or any representatives thereof, or the United States, by the Contract, makes the United States a party to this Contract.

**19. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE:**

The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which 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 its owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner in arrearage on their child support obligations and: (1) a one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) a 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 Contractor's Affidavit), then:

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

For purposes of this Section, "**SUBSTANTIAL OWNER**" means any person who owns or holds a ten percent (10%) or more percentage of interest in the bidder; where the bidder is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

"**PERCENTAGE OF INTEREST**" includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is 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 twenty percent interest in Contractor and an individual or entity has a fifty percent or more percentage interest in Corporation B, then such individual or entity indirectly has a ten percent or more percentage of interest in the 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 shall only apply where not otherwise prohibited by Federal, State or local law.

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

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

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

**21. ADDITIONAL DBE REQUIREMENTS**

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

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

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

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

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

**23. MINIMUM QUALIFICATIONS:**

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

**24. ELECTRONIC ORDERING AND INVOICES:**

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

**25. SUBCONTRACTOR PAYMENTS:**

Contractor must submit a status report of Subcontractor payments monthly for the duration of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at [http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/subcompliance\\_2.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance_2.pdf). The form must be received by the tenth (10<sup>th</sup>) day of each month. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- i) Total amount invoiced by the Contractor for the prior month;
- ii) The name of each particular Subcontractor or supplier utilized during the prior month;

- iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this contract;
- iv) The vendor/supplier number of each Subcontractor or supplier;
- v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

**26. BID PROTEST PROCEDURES**

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

City Hall  
Bid & Bond Room 301  
121 North LaSalle Street  
Chicago, IL 60602

Or at the City's Website at:

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

**27. WARRANTY:**

The Contractor warrants to the City that materials and equipment furnished and installed under the Contract are of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

The Contractor's one-year callback Warranty is for a period of one year after substantial Completion as indicated in the Part Two of the Contract Documents, General Conditions, Section VI, Quality of Workmanship, Equipment and Materials, Article F, Warranties. Long term warranties of manufacturers and installers, where required in Part Three of the Contract Documents, Detailed Specifications, shall be submitted by the Contractor for the periods specified. The Manufacturer's Warranty shall comply with the requirements indicated in Part Two of the Contract Documents, General Conditions, Section VI, Quality of Workmanship, Equipment and Materials, Article F, Warranties, Item 3.

Nothing stated in the above paragraph shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

**28. MATHEMATICAL CALCULATIONS:**

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

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

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

**30. EMISSIONS REDUCTION (MCC 2-92-595):**

- 1. The Contractor must comply with the Clean Diesel Contracting Ordinance, Section 2-92-595 of the Municipal Code of Chicago.
- 2. The Contractor and any Subcontractor(s) must utilize Ultra Low Sulfur Diesel Fuel (ULSD) for any heavy-duty diesel-powered vehicle, non-road vehicle or non-road equipment used in the performance of the Contract.

3. The Contractor and any Subcontractor(s) must minimize idling of motor vehicles and non-road vehicles used in the performance of the Contract during periods of inactivity, and must comply with the anti-idling requirements imposed by any applicable federal, state, or local law.
4. The City may conduct an audit of the Contractor or inspect any vehicle or equipment used in the performance of the Contract to ensure compliance with the requirements specified above. In the event that Contractor or any Subcontractor fails to utilize ULSD or fails to minimize idling or comply with anti-idling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each day of noncompliance will be a separate violation; provided, however, the damages will not exceed \$50,000 for any one vehicle or piece of equipment, as specified in Section 2-92-595(e) of the Municipal Code of Chicago. Such liquidated damages are imposed not as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the project and inspection and other enforcement costs, as well as the resultant damages to the public health of its citizens, which damages by their nature are not capable of precise proof. The City is authorized to withhold and deduct from monies otherwise payable to the contractor the amount of liquidated damages due to the City.

Contractor understands that pursuant to Section 2-92-595(e)(6) of the Municipal Code of Chicago, any person knowingly making a false statement of material fact to any City department with respect to compliance with the contract provisions specified in Section 2-92-595(e) of the Municipal Code of Chicago may be fined not less than \$1,000 or more than \$5,000 for each statement.



**SECTION 2**  
**INSURANCE REQUIREMENTS**  
**O'HARE MODERNIZATION PROGRAM**  
**SOUTH AIRFIELD RUNWAY 10R-28L PAVING, LIGHTING AND SIGNING**

**I. OWNER CONTROLLED INSURANCE PROGRAM (OCIP)**

The City has purchased insurance coverage for the City, the Contractor and its enrolled Subcontractors of any tier for work performed on the Project. The OCIP will also cover all other projects under the OMP.

The OCIP coverage is only for Work performed in and from the Project Site and operations necessary or incidental to the work performed at the Project Site. Project Site shall mean O'Hare Airport and any other adjacent property owned or acquired by the City or to which the City has been granted easements or rights of access. The City assumes no liability if the limits of coverage provided by the City are inadequate or exhausted. The City's failure to procure any such insurance shall not be deemed to be a breach of the Contract or an event of default and shall not diminish Contractor's obligation to perform.

While it is the intent of the City to keep the OCIP in force throughout the term of this Project and all other projects under the OMP, the City reserves the right to terminate or modify the terms, limits and conditions of the OCIP coverage. To exercise this right, the City shall provide thirty (30) days advance written notice of termination or material modification to Contractor and all Subcontractor(s) of any tier covered by the OCIP. In the event that the OCIP is terminated in whole or in part by the City or the coverages are reduced below those required by Section II below, the Contractor shall be required to obtain replacement or additional coverage as described in Section II.

Upon Substantial Completion of the Contractor's Work, the OCIP coverage for the Contractor's Work will be terminated. If the Contractor or any Subcontractor of any tier returns to do any work on the Project Site after Substantial Completion of the Project, including warranty or any other repair work, the Contractor and any Subcontractors of any tier must procure and maintain the insurance coverages required by Section III and provide certificates of insurance for the coverages to the Commissioner, prior to beginning the work.

Blasting only; if the Contractor or any Subcontractor performs work on the Project Site excluded from the OCIP, the Contractor and any Subcontractors of any tier must procure and maintain the insurance coverages required by Section IV and provide certificates of insurance for the coverages to the Commissioner, prior to beginning the work.

The Contractor shall not include in its base bid price the cost of any insurance to be provided by the City under the City's OCIP described herein.

The furnishing of the OCIP shall in no way be interpreted as relieving the Contractor or any Subcontractors of any tier of any obligation or responsibility whatsoever under the Contract or otherwise. Contractor or its Subcontractors of any tier may carry, at their own expense, such additional insurance as the Contractor and/or its Subcontractors of any tier may deem necessary.

An OCIP Project Manual will be provided to the Contractor and its enrolled Subcontractors of any tier that will detail aspects of the OCIP and the Contractor and Subcontractors of any tier reporting requirements.

Contractor and Subcontractors of any tier agree that the purpose of this section is to provide information and a general understanding of the insurance coverages that will be provided by the City under the OCIP. Contractor and Subcontractors of any tier agree that the policies actually procured and their limits of liability, coverage scope and terms, conditions, endorsement and exclusions shall determine the actual scope of coverage provide by and under the OCIP. The City does not covenant that the actual OCIP policies will provide, and conform to, the coverages described herein. In addition, termination of or reduction of coverages under the OCIP (once placed) arising from loss or reduction in market insurance capacity shall not result in either liability or additional costs to the City.

**A. Insurance coverages to be included in OCIP:****2. Workers Compensation and Employers Liability**

Workers Compensation as prescribed by applicable law covering all employees who are to perform Work under this Contract and all other Work under the OMP and Employers Liability. Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable State laws. Limits of Liability and coverage are being sought as follows:

3. Workers' Compensation, form WC 00 00 00 A, – With Applicable State Statutory Benefits
4. Employer's Liability with limits of:
  5. \$1,000,000 Bodily Injury each Accident
  6. \$1,000,000 Bodily Injury by Disease – Policy Limit
  7. \$1,000,000 Bodily Injury by Disease – Each Employee
8. Employers Liability Exclusions as follows:
  9. liability assumed under a contract;
  10. punitive or exemplary damages;
  11. bodily injury to an employee while knowingly employed in violation of the law;
  12. obligations imposed by a workers compensation, occupational disease or similar law;
  13. bodily injury intentionally caused or aggravated by the insured;
  14. bodily injury occurring outside of the United States of America;
  15. damages arising out of employment practice or any personnel practices, policies acts or omissions;
  16. bodily injury to any person subject to any federal workers or workmen's compensation law or occupational disease law;
  17. bodily injury to any person in work subject to the Federal Employers' Liability Act;
  18. bodily injury to a master or member of the crew of any vessel;
  19. fines or penalties imposed for violation of federal or state law;
  20. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act.
21. Additional Forms and Endorsements:
  1. WC 00 00 01, Information Page
  2. Policy Jacket
  3. WC 00 03 01 A, Alternate Employer Endorsement (Where required by written contract or agreement.), Designated Workplaces Exclusion Endorsement (Excludes all workplaces except work performed in and from the Project Site and operations necessary or incidental to the Project.
  4. WC 00 03 03 C, Employers Liability Coverage Endorsement or its equivalent (Stop Gap)
  5. WC 34 03 01 B, Ohio Employers Liability Coverage or its equivalent (Stop Gap).
  6. WC 00 03 11 A, Voluntary Compensation and Employers Liability (All officers and employees not subject to workers compensation law except masters and members of the crew of any vessel.)
  7. WC 00 03 13, Waiver of Our Right to Recover from Others (Where required by written contract or agreement.)
  8. Premium Discount
  9. WC 00 04 14 (or its equivalent), Notification of Change in Ownership (You must report change of ownership within 90 days.)
  10. WC 00 04 19 (or its equivalent), Premium Due Date
  11. Terrorism Risk Insurance Act
  12. Consent to Transfer of Your Rights and Duties (Transfer of rights and duties for premium payment and reimbursement of losses to the City of Chicago)

13. Unintentional Errors and Omissions (Unintentional misrepresentations prior to policy inception will not impair your rights under the policy.) WC 12 06 01 C, Illinois Amendatory Endorsement
14. Illinois Notice to Policyholder (Premium reduction if you accept a \$1,000 medical deductible per claim.)
15. Illinois Loss Reimbursement Endorsement (Program large deductible endorsement – deductible applies only to the City of Chicago.)
16. Notice of Cancellation (60 days except nonpayment of premium.)
17. Illinois Industrial Commission Operations Fund Surcharge
18. Named Insured and Address Schedule and FEIN Number
19. Large Risk Rating Plan Endorsement
20. Waiver of Rights under Kotecki (Blanket are required by written contract or agreement.)
21. Classification and Rating Schedule

## 22. Commercial General Liability

Commercial General Liability Insurance will be provided on an “occurrence” form under a master liability policy with the following Limits of Liability, Coverages, and Terms:

### 23. Limit of Liability:

\$2,000,000 Combined Single Limit any one occurrence for bodily injury or property damage and \$4,000,000 in the aggregate

### 24. Deductible:

The Contractor and Subcontractors of any tier will be responsible for a deductible of \$10,000 each claim for property damage claims only, to be borne by the insured who becomes legally obligated to pay the damages).

### 25. Coverage and Terms:

26. Occurrence Basis, CG 00 01 (most recent edition date at the time of occurrence);
27. Products and Completed Operations (Three Year Term); with a term aggregate of \$4,000,000;
28. Personal and Advertising Injury Liability \$2,000,000 per occurrence subject to the General Aggregate.

### 29. Exclusions:

30. Expected or Intended Injury;
31. Contractual Liability;
32. Liquor Liability;
33. Workers’ Compensation and Similar Laws;
34. Employer’s Liability;
35. Pollution;
36. Aircraft, Auto or Watercraft
37. Mobile Equipment;
38. War;
39. Damage to Property;
40. Damage To Your Product;
41. Damage To Your Work;
42. Damage To Impaired Property Or Property Not Physically Injured;
43. Recall of Products, Work Or Impaired Property;
44. Electronic Data;
45. Exclusion- Engineers, Architects Or Surveyors Professional Liability, form CG 22 43;

### 46. Exclusions for Medical Payments:

47. Any Insured;
48. Hired Person;

49. Injury On Normally Occupied Premises;
  50. Workers Compensation And Similar Laws;
  51. Athletic Activities;
  52. Products-Completed Operations Hazard;
  53. Coverage A Exclusions
54. Exclusions for Personal And Advertising Injury Liability:
55. Knowing Violation Of Rights Of Another;
  56. Material Published With Knowledge Of Falsity;
  57. Material Published Prior To Policy Period;
  58. Criminal Acts;
  59. Contractual Liability;
  60. Breach Of Contract;
  61. Quality Or Performance Of Goods- Failure To Conform To Statements;
  62. Wrong Description Of Prices
  63. Infringement Of Copyright, Patent, Trademark Or Trade Secret;
  64. Insureds In Media And Internet Type Business;
  65. Electronic Chatrooms Or Bulletin Boards;
  66. Unauthorized Use Of Another's Name Or Product;
  67. Pollution;
  68. Pollution- Related;
  69. War;
70. Additional Forms and Endorsements:
71. Declarations Pages
  72. IL 0017, Common Policy Conditions
  73. IL 0003, Calculation of Premium
  74. CG 0062, War Liability Exclusion
  75. CG 0200, Illinois Changes - Cancellation and Non-renewal
  76. CG 2144, Limitation of Coverage to Designated Premises or Project (Excludes all workplaces except work performed in and from the Project Site and operations necessary or incidental to the Project).
  77. Additional Insured Endorsements – Where required by written contract or agreement, coverage to apply on a primary basis.
    1. CG 2010 0704, Additional Insureds – Owners, Lessees or Contractors
    2. CG 2037 0704, Additional Insureds – Owners, Lessees or Contractors – Completed Operations
    3. CG 2015 0704 Additional Insured - Vendors
    4. CG 2034 0704 Additional Insured - Lessor of Leased Equipment
    5. CG 2012 0798 Additional Insured-State or Political Subdivisions-Permits
    6. CG 2032 0704 Additional Insured – Engineers, Architects or Surveyors
  78. CG 2404 1093, Waiver of Transfer of Rights of Recovery Against Others to Us (Blanket as required by written contract or agreement.)
  79. Amendment of Duties in the Event of Occurrence, Offense, Claim or Suit (duties under the policy in the event of a claim)
  80. Unintentional Errors and Omissions (Including Claim Reporting) (Unintentional misrepresentations prior to policy inception will not impair your rights under the policy.)
  81. Consent to Transfer of Your Rights and Duties (Transfer of rights and duties for premium payment and reimbursement of losses to the City of Chicago.)
  82. No exclusion for “X, C, U” hazards. (Explosion, collapse, underground.)
  83. Named Insured Endorsement (Broad/automatic coverage)
  84. Complete Operations Extension Endorsement – three year term
  85. Amendment of Fellow Employee Exclusion (Provides coverage for supervisory employees)
  86. Composite Rating Plan Premium Endorsement
  87. Large Risk Rating Plan/Deductible Endorsement (Program large deductible endorsement – applies only to the City of Chicago.)

88. Deductible Endorsement – Property Damage (applies to property damage only, \$10,000 each claim, to be borne by the insured who becomes legally-obligated to pay the damages.)
89. Notice of Cancellation (60 days except nonpayment of premium.)
90. Additional Definitions Endorsement (Defines Contractor, Project Site and Project.)
91. CG 2417 1001, Contractual Liability – Railroads (Amend Definition of Insured Contract to Delete Exclusion within 50 feet of a Railroad)
92. Delete Exclusion for assumed liability from the Personal Injury coverage part
93. Notice of Occurrence (Notice of a claim under the workers compensation policy that later develops into a liability claim shall not be deemed late notice.)
94. Extended Bodily Injury or Property Damage (use of reasonable force to protect persons or property.)
95. Exclusion for Continuing or Progressive Bodily Injury, Personal and Advertising Injury or Property Damage
96. Damage to Property Exclusion Modified (Excludes coverage for claims insured under the builders risk insurance policy.)
97. Asbestos Exclusion
98. Silica, Dust and Particulate Matter Exclusion
99. Mold/Fungus Exclusion
100. Radioactive Matter Exclusion
101. CG 2155 0999 (or its equivalent), Total Pollution Exclusion with Hostile Fire Exception
102. Total Lead Exclusion
103. EIFS (Exterior Insulation Finish Systems) Exclusion
104. CG 2279 0798 (or its equivalent), Exclusion – Contractors Professional Liability
105. CG 2147 0798 (or its equivalent), Employment-Related Practices Exclusion
106. Exclusion – Violation of Statutes in Connection with Sending, Transmitting or Communicating any Material or Information
107. Terrorism exclusion
108. IL 0021 0702(or its equivalent), Nuclear Energy Liability Exclusion (Broad Form)

## 109. Excess

Excess Liability Insurance limits of not less than \$100,000,000 per occurrence and aggregate, excess of Commercial General Liability including Completed Operations and Employers Liability.

Coverage will be provided on an “occurrence” form under a master liability policy with the following Limits of Liability, Coverages, and Terms:

### 110. Additional Forms and Endorsements

111. Excess Liability Declarations Page
112. Excess Liability Policy Form
113. Insurer Policy Jacket
114. Schedule of Underlying Insurance
115. Specified/Designated Location and/or Project Endorsement
116. Completed Operations Extension Endorsement (three years)
117. Terrorism Risk Insurance Act if available after December 31, 2005.
118. Contractors Professional Liability Exclusion
119. Care, Custody or Control Exclusion
120. Automobile Liability Exclusion
121. EIFS (Exterior Insulation Finish Systems) Exclusion
122. Exclusion for Continuing or Progressive Bodily Injury, Personal and Advertising Injury or Property Damage
123. Damage to Property Exclusion Modified (Excludes coverage for claims insured under the builders risk insurance policy.)
124. Asbestos Exclusion
125. Silica, Dust and Particulate Matter Exclusion
126. Mold/Fungus Exclusion

- 127. Radioactive Matter Exclusion
- 128. Total Pollution Exclusion with Hostile Fire Exception
- 129. Total Lead Exclusion
- 130. Employment-Related Practices Exclusion
- 131. Nuclear Energy Liability Exclusion (Broad Form)
- 132. Terrorism Exclusion except as covered under the Terrorism Risk Insurance Act.

133. Contractor's Pollution Liability –bodily injury, property damage and cleanup costs for pollution liability for the contractors operation.

Contractors' Pollution Liability has been procured with limits of liability of \$10,000,000 each claim and aggregate for the term of and insuring bodily injury, property damage and cleanup costs for the contractors operation on all of the projects under the OMP. Contractor and all tiers of Subcontractor shall be responsible for the policy deductible for each and every loss.

The policy will provide coverage for sums that Contractor and Subcontractors become legally obligated to pay for loss as a result of claims for bodily injury, property damage or clean-up costs caused by pollution incident. Pollution incidents will include the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

134. Forms and Endorsements

- 135. Insurer Policy Jacket
- 136. Contractor's Pollution Liability Policy Declarations Page
- 137. Contractor's Pollution Liability Insurance Policy

I. Policy Exclusions:

- 1. Contractual Liability
- 2. Employers Liability
- 3. Fines and Penalties
- 4. Insured's internal expenses arising from a claim
- 5. Damage to Insured's property
- 6. Intentional Acts
- 7. Known Conditions
- 8. Non-owned disposal sites, unless specifically scheduled
- 9. Nuclear Hazards
- 10. Products Liability
- 11. Professional Liability
- 12. Claims arising out of the Use of Vehicles except as used in the performance of your operations at the project site
- 13. War or hostile acts
- 14. Workers Compensation
- 15. Knowing or willful noncompliance with statutes, regulation, etc.
- 16. Claims arising out of transportation beyond the boundaries of the project site.
- 17. Terrorism except as covered under the Terrorism Risk Insurance Act.
- 18. Broad Named Insured
- 19. Duties of First Named Insured
- 20. Definition of Insured
- 21. Insured versus Insured claims exclusion
- 22. Joint Defense Endorsement
- 23. Amendment to Transportation Exclusion
- 24. Completed Operations Extension – three years
- 25. Mold/Fungus (claims-made coverage form)
- 26. Terrorism Risk Insurance Act if available after December 31, 2005.
- 27. EIFS (Exterior Insulation Finish Systems) Exclusion
- 28. Blanket Waiver of Subrogation as required by written contract or agreement

## 29. Illinois Service of Suit Endorsement

## 138. Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, the City procured Railroad Protective Liability Insurance in the name of the railroads or transit entities, with limits of \$2,000,000 per occurrence and \$6,000,000 in the aggregate.

- 139. Forms and Endorsements
  - 140. Insurer Policy Jacket
  - 141. Railroad Protective Liability Policy Declarations Page
  - 142. Railroad Protective Liability Coverage Part
  - 143. Exclusions
    - 1. Expected or Intended injury
    - 2. Contractual liability
    - 3. Completed Work
    - 4. Acts or Omissions of the insured (Railroad)
    - 5. Workers Compensation
    - 6. Pollution
    - 7. Damage to owned, leased or entrusted property
    - 8. Nuclear incidents
    - 9. Illinois Service of Suit Endorsement
    - 10. Securities and Financial Interest Exclusion
    - 11. War Exclusion
    - 12. Asbestos Exclusion

**B. Contractors' and Subcontractors of any tier' Responsibilities:**

The Contractors and Subcontractors of any tier are required to cooperate with the City or its representatives, and insurance carriers with regard to the administration and operation of the OCIP. The Contractor's and Subcontractors of any tier responsibilities shall include, but not be limited to:

- 13. Completion of an OCIP enrollment form. Coverage under the OCIP will not be effective for any eligible Contractor or Subcontractor of any tier until Contractor or Subcontractor is enrolled in the OCIP. Contractor or Subcontractor must not begin work at the project site until Contractor or Subcontractor have enrolled in the OCIP and received a certificate of insurance evidencing coverage under the OCIP. Willis may require a "No Know Loss Letter" from the Contractor or Subcontractor if the Form 2 received by Willis is more than ten (10) days after the start of your work.
- 14. Complying with applicable construction safety requirements, the OMP Construction Safety Manual, the OCIP Project Manual and Claims Procedures;
- 15. Providing necessary contract, operations and insurance information;
- 16. Immediately notifying the City of all Subcontractors of any tier upon award of a subcontract prior to start of Subcontractor's work;
- 17. Maintaining payroll records and other records as necessary for premium audit-;
- 18. Immediately notifying the City when any Contractor or Subcontractor of any tier provided coverages have been canceled, materially changed, or non-renewed;
- 19. Timely completion of OCIP Forms; and
- 20. All enrolled Contractors and Subcontractors of any tier in the OCIP must submit monthly payroll reports by workers compensation class codes to comply with the National Council of Compensation Insurance Premium Audit Rules certified by Contractor and Subcontractors of any tier to their accuracy.

**21. Additional Requirements**

The City and Contractor waive their rights of subrogation against each other and against any other parties that are covered by the OCIP insurance policies ("Covered Parties") for any injury to persons or loss of or damage to property where such injury, loss or damage is insured (or is required by this Contract to be insured) either under an OCIP policy or another insurance policy (collectively, "Covered Losses"). Contractor shall require its insurers

and its Subcontractors of any tier and their insurers to waive their rights of subrogation against each other, the City and all other Covered Parties for such Covered Losses. The City shall require its insurers to waive their rights of subrogation against each other and against Covered Parties, including Contractor and its eligible Subcontractors of any tier, for Covered Losses and shall include a similar provision in its contracts with other Covered Parties. Nothing herein precludes a party from seeking recovery from other parties for injuries, losses and damages that are not Covered Losses (to the extent that the party seeking recovery has not otherwise waived such claims against the other parties) or the City from collecting a deductible that is payable by the Contractor or a Subcontractor of any tier in accordance with the insurance requirements of this Contract.

## II. INSURANCE TO BE PROVIDED IN EVENT OCIP IS TERMINATED OR REDUCED

The Contractor and all Subcontractors of any tier shall promptly obtain quotations for appropriate replacement insurance coverage as listed below. If such quotations are reasonably acceptable to City, then Contractor and Subcontractors of any tier shall promptly bind such replacement coverage. If quotations obtained by Contractor or any of the Subcontractors of any tier are not reasonably acceptable to the City, the Contractor will work with the City to identify appropriate cost for replacement insurance coverage that is reasonably acceptable to the City. Except as provided in Section I, the actual documented cost of such replacement insurance will be reimbursed by the City. Also, if replacement insurance is required due to the duration of the Work exceeding the duration of the term for the OCIP for reasons not deemed to be excusable delays as defined by the City, then the cost of such replacement insurance shall be at Contractor and Subcontractors of any tier expense.

Contractor and all eligible Subcontractors of any tier will be required to provide copies of their current declaration pages and premium rate pages for their workers' compensation, general liability and umbrella/excess liability policies and railroad protective if applicable, to verify the rates they are charging. If Contractor or Subcontractors of any tier have insurance policies with deductibles or other loss sensitive programs, they must provide copies of the past five years audited workers compensation payrolls, currently dated claim loss runs for those same five years for their workers compensation, general liability, umbrella/excess liability and railroad protective and copies of their deductible or program agreement with their insurance carrier to support the calculation of the loss rate and fixed cost (premium) rate being utilized.

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

### A. Insurance to Be Provided

- 1) Workers Compensation and Employers Liability  
Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident or illness; \$1,000,000 for disease.

***Coverage must include, at a minimum, the coverage described in the Section I or the actual coverage provided by the OCIP whichever is greater. All policy terms and conditions must be approved by the City prior to placement of coverage.***

- 2) Commercial General Liability  
Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence/ per project for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (maintained for a minimum of five (5) years following Final Completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability. The City of Chicago, DMJM Aviation Partners JV, PB Americas, Inc., and the Architect/Engineer are to be named as an additional insured and others as required by the City on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

***Coverage must include, at a minimum, the coverage described in the Section I or the actual coverage provided by the OCIP whichever is greater. All policy terms and conditions must be approved by the City prior to placement of coverage.***



- 3) Excess  
Umbrella/Excess Insurance limits of not less than \$50,000,000 per occurrence and \$50,000,000 per project annual aggregate or a lesser amount as deemed reasonable by City's Risk Manager, excess of Commercial General Liability including Complete Operations and Employers Liability Coverage must include the following: All premises and operations, products/completed operations (maintained for a minimum of five (5) years following Final Completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability. The City of Chicago, DMJM Aviation Partners JV, PB Americas, Inc., and the Architect/Engineer are to be named as an additional insured and others as required by the City on a primary, non-contributory basis.

Subcontractors of any tier performing work for Contractor must maintain limits of not less than \$5,000,000 with the same terms in this subsection.

***Coverage must include, at a minimum, the coverage described in the Section I or the actual coverage provided by the OCIP whichever is greater. All policy terms and conditions must be approved by the City prior to placement of coverage.***

- 4) Contractor's Pollution Legal Liability  
When any work is performed which may cause a pollution exposure, Contractor must provide Contractor's Pollution Legal Liability with limits of not less than \$5,000,000 per occurrence. The policy will provide coverage for sums that Contractor and Subcontractors of any tier become legally obligated to pay for loss as a result of claims for bodily injury, property damage, environmental cleanup, remediation, transportation and disposal caused by pollution condition and other losses caused by pollution conditions that arise from the Work. Pollution conditions will include the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos, smoke, vapors, soot, fumes acids, alkalis, toxic chemicals, medical waste, waste materials, lead, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

When the 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 three (3) years. The City of Chicago, DMJM Aviation Partners JV, PB Americas, Inc., and the Architect/Engineer are to be named as an additional insured and others as required by the City on a primary, non-contributory basis.

Subcontractors of any tier performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

***Coverage must include, at a minimum, the coverage described in the Section I or the actual coverage provided by the OCIP whichever is greater. All policy terms and conditions must be approved by the City prior to placement of coverage.***

- 5) Railroad Protective Liability  
When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or Subcontractors of any tier perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate 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.

***Coverage must include, at a minimum, the coverage described in the Section I or the actual coverage provided by the OCIP which ever is greater. All policy terms and conditions must be approved by the City prior to placement of coverage.***

## **B. Additional Requirements**

The Contractor must furnish the City of Chicago, O'Hare Modernization Program, 10510 West Zemke Road, 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract or beginning or continuation of work, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. 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 Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor showing compliance with the requirements of the contract is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment by the Contractor of the insurance conditions constitutes a default of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, obtain the required insurance at the Contractor's cost and either recover the amount spent or deduct it from any amounts due the Contractor or to exercise any remedies available to the City under the contract.

The insurance 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.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

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

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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.

If Contractor is a partnership, joint venture or a limited liability company, the insurance policies must name the partnership, joint venture or the limited liability company as a named insured.

The Contractor must require all Subcontractors of any tier to provide the insurance required herein or Contractor may provide the coverages for Subcontractors of any tier. All Subcontractors of any tier are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor of any tier desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Division maintains the right to modify, delete, alter or change these requirements.

## **III. INSURANCE TO BE PROVIDED BY CONTRACTOR FOR COVERAGE NOT INCLUDED IN THE OCIP AND INSURANCE TO BE PROVIDED FOR CONTRACTORS NOT INSURED BY THE OCIP**

The OCIP does not include activities of the Contractor and Subcontractors of any tier not solely related to the Work including but not limited to, home and branch office activities off-site, warehouse or manufacturing facilities, the interest of vendors, and others who merely supply or transport personnel, materials, parts or equipment or any other items to or from the Project Site, any other activities of Contractors not solely related to the Work, consultants, including architects, engineers, land surveyors, interior designers and landscape architects, manufacturers, suppliers, vendors, materials dealers, janitorial services, truckers (including trucking to the project where delivery is the only scope of work performed), and temporary project services. In addition to the above, Contractor may choose not to

include in the OCIP subcontractors of any tier at Contractor's discretion. If a subcontractor of any tier is not included in the OCIP at Contractor's discretion or is removed from the OCIP, this subcontractor is an ineligible subcontractor. Ineligible subcontractors shall be required to maintain their own insurance of the types and with the limits as set forth below, at their own expense, and shall promptly furnish Contractor or its designated representative, certificates of insurance giving evidence that all required insurance is in force.

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

A. Insurance to Be Provided

1) Workers Compensation and Employers Liability

Workers Compensation Insurance as prescribed by applicable law, covering all employees who are to perform work under this Contract and not covered by the OCIP and Employers Liability coverage with limits of not less than \$500,000 each accident or illness; \$500,000 for disease. Coverage shall include other states endorsement, alternate employer and voluntary compensation.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent for operations not covered by the OCIP with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (maintained for a minimum of 2 (two) years following final completion), separation of insureds, defense and contractual liability. The City of Chicago, DMJM Aviation Partners JV, PB Americas, Inc., and the Architect/Engineer are to be named as an additional insured and others as required by the City on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors of any tier performing work for Contractor must maintain limits of not less than \$2,000,000 with the same terms in this subsection.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago, DMJM Aviation Partners JV, PB Americas, Inc., and the Architect/Engineer are to be named as an additional insured and others as required by the City on a primary, non-contributory basis.

4) Professional Liability Insurance (Errors & Omissions)

The Contractor and Subcontractors of any tier whose contracts require design services or other professional services will maintain professional liability insurance with limits of not less than \$2,000,000 each claim, providing coverage for claims allegedly arising out of errors, omissions, negligent acts or breach of professional duties due to their performance, or failure to perform services including design, architectural, engineering, land surveying or interior design. When the 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.

Subcontractors of any tier performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

5) Valuable Papers

When any plans, designs, drawings, specifications, data, media, and any other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Property

Contractor will purchase and maintain Property Insurance, covering all property owned, leased, borrowed, or in control of, which is not to be incorporated into the Work, including, without limitation, tools, equipment and materials. Contractor and all Subcontractors of any tier shall maintain Contractors' Equipment Floater Insurance for owned, leased, or borrowed equipment including equipment under its care, custody and control.

The City shall not be responsible for, nor shall they insure, the property of Contractor or any subcontractor of any tier, including, but not limited to, tools and equipment, located at the job site which is not intended to be incorporated into the work.

7) Watercraft and Aircraft Liability

In the event that the Contractor or Subcontractor of any tier utilizes watercraft and/or aircraft in connection with the work, Contractor or Subcontractor of any tier shall maintain protection and indemnity coverage and/or aircraft liability coverage in amounts not less than \$10,000,000 per occurrence, combined single limit for bodily injury liability and Property Damage. The City of Chicago, DMJM Aviation Partners JV, PB Americas, Inc., and the Architect/Engineer are to be named as an additional insured and others as required by the City on a primary, non-contributory basis.

8) Contractors Pollution Liability

When any excavation, environmental cleanup or remediation of known pollution incidents, or remediation work of unknown incidents is performed, Contractor must provide Contractor's Pollution Liability with limits of not less than \$5,000,000 per occurrence. The policy will provide coverage for sums that Contractor and Subcontractors become legally obligated to pay for loss as a result of claims for bodily injury, property damage, completed operations, contractual liability, defense, transportation and disposal caused by pollution condition and other losses caused by pollution conditions that arise from the Work. Pollution conditions will include the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to asbestos, smoke, vapors, soot, fumes acids, alkalis, toxic chemicals, medical waste, waste materials, lead, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

When the 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 three (3) years. The City of Chicago, DMJM Aviation Partners JV, PB Americas, Inc., and the Architect/Engineer are to be named as additional insureds and others as required by the City on a primary, non-contributory basis.

9) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Agreement, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$5,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago, DMJM Aviation Partners JV, PB Americas, Inc., and the Architect/Engineer are to be named as additional insureds and others as required by the City on a primary, non-contributory basis.

10) Builders Risk

The Contractor must provide All Risk Builder's Risk Insurance at replacement cost of the Project. The policy must include but not be limited to 1) coverage for all materials, equipment, machinery, fixtures, and furniture; labor, reasonable overhead and profit; and forms, form work and temporary structures to be "used up" in the construction, 2) coverage for loss arising out of testing, including "hot" testing; resulting damage arising out of error or omission in design, plans or specifications; and resulting damage arising out of faulty or defective workmanship or materials, freezing, and collapse coverage, 3) a waiver of subrogation for City of Chicago, Contractor and all Subcontractors of any tier of every tier, 4) permission for use or occupancy of the Work while insured by the policy, 5) off-premises utility interruption and changes in ordinances or laws and resulting increased cost of construction, 6) off-premises storage of materials, materials in-transit

to the job-site and extra expense, 7) flood and earthquake coverage and 8) debris removal as 25% of the loss. The City of Chicago is to be included as a named insured.

#### **B. Additional Requirements**

The Contractor must furnish the City of Chicago, O'Hare Modernization Program, 10510 West Zemke Road, 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract or beginning or continuation of work, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. 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 Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor showing compliance with the requirements of the contract is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment by the Contractors of the insurance conditions constitutes a default of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, obtain the required insurance at the Contractor's cost and either recover amount spent or deduct it from any amounts due the Contractor or to exercise any remedies available to the City under the contract.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

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

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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.

If Contractor is a partnership, joint venture or a limited liability company, the insurance policies must name the partnership, joint venture or the limited liability company as a named insured.

The Contractor must require all Subcontractors of any tier to provide the insurance required herein, Contractor may provide the coverages for Subcontractors of any tier. All Subcontractors of any tier are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor of any tier desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Division maintains the right to modify, delete, alter or change these requirements.

#### **IV. INSURANCE TO BE PROVIDED BY CONTRACTOR FOR WORK NOT INCLUDED IN THE OCIP (BLASTING ONLY)**

The OCIP does not include Work activities of the Contractor and Subcontractors of any tier including and limited to, blasting using a non-electric blasting cap and an explosive product during tunneled pipe 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, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

- 1) Workers Compensation and Employers Liability  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.
- 2) Commercial General Liability (Primary and Umbrella)  
Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include 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, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago, DMJM Aviation Partners JV, PB Americas, Inc., and the Architect/Engineer are to be named as an additional insured and others as required by the City on a primary, non-contributory basis for any liability arising directly or indirectly from the work.
- 3) Railroad Protective Liability  
When any work 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.
- 4) Automobile Liability (Primary and Umbrella)  
When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago, DMJM Aviation Partners JV, PB Americas, Inc., and the Architect/Engineer are to be named as an additional insured and others as required by the City on a primary, non-contributory basis.
- 5) Professional Liability  
When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
- 6) Contractors Pollution Liability  
When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. 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 of Chicago is to be named as an additional insured on a primary, non-contributory basis.
- 7) Property  
The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

## **B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the City of Chicago, Chicago Department of Aviation, O'Hare Modernization Program, 10510 West Zemke Road, 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. 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 Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

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

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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.

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.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

## INSURANCE CERTIFICATE OF COVERAGE

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

Specification Number: 120359  
 RFP: \_\_\_\_\_  
 Project Number: OH.6135.200.525  
 Contract Number: \_\_\_\_\_

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

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

|  |  |
|--|--|
| Name and Address of Certificate Holder and Recipient of Notice<br>Certificate Holder/Additional Insured:<br><br>City of Chicago<br>Department of Procurement Services<br>121 N. LaSalle Street, Suite 806<br>Chicago, IL 60602 | Signature of Authorized Rep.: _____<br>Agency/Company: _____<br>Address: _____<br>Telephone: _____ |
|--|--|

**For City use only**

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



**SECTION 3  
BID FORM  
CONTRACT BASE BID**

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

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

The Bidder represents and warrants that this bid is all-inclusive for completion of the South Airfield Runway 10R-28L Paving, Lighting and Signing, including all labor, materials and incidentals necessary thereto. The Bidder further represents that the Work shall be performed in a diligent, workmanlike manner and the South Airfield Runway 10R-28L Paving, Lighting and Signing will, upon substantial completion or phase substantial completion, be ready for the use and occupancy for its intended purpose.

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

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

**CONTRACT BASE BID**

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

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

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

**SCHEDULE OF PRICES**

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

| ITEM NO. | PAY ITEM NO. | DESCRIPTION   | UNIT | ESTIMATED QUANTITY | UNIT PRICE     | TOTAL PRICE    |
|----------|--------------|---|------|--------------------|----------------|----------------|
| 1        | M-101-5.01   | MOBILIZATION (MUST NOT EXCEED 6.0% OF THE TOTAL BASE BID)         | LS   | 1                  |                |                |
| 2        | 01010-5.01   | ALLOWANCE FOR SURVEY MONUMENTS                                    | AL   | 1                  | \$50,000.00    | \$50,000.00    |
| 3        | 01010-5.02   | ALLOWANCE FOR OWNER REQUESTED TESTING AND INVESTIGATION           | AL   | 1                  | \$100,000.00   | \$100,000.00   |
| 4        | 01010-5.03   | ALLOWANCE FOR PERMIT COORDINATION                                 | AL   | 1                  | \$50,000.00    | \$50,000.00    |
| 5        | 01010-5.04   | ALLOWANCE FOR RUNWAY, TAXIWAY, TAXILANE AND APRON COMMISSIONING   | AL   | 1                  | \$5,000,000.00 | \$5,000,000.00 |
| 6        | 01010-5.05   | ALLOWANCE FOR OPERATIONAL IMPACTS AND AIRLINE/TENANT COORDINATION | AL   | 1                  | \$500,000.00   | \$500,000.00   |
| 7        | 01010-5.06   | ALLOWANCE FOR CDA FACILITY MODIFICATIONS                          | AL   | 1                  | \$300,000.00   | \$300,000.00   |
| 8        | 01010-5.07   | ALLOWANCE FOR ADJACENT PROJECT COORDINATION                       | AL   | 1                  | \$300,000.00   | \$300,000.00   |
| 9        | 01010-5.08   | TEMPORARY PARKING AND ACCESS PAVEMENT                             | SY   | 100,000            |                |                |
| 10       | 01010-5.09   | CONTRACTOR PROVIDED SPECIAL EVENT SUPPORT                         | LS   | 1                  |                |                |
| 11       | 01502-5.01   | TRAFFIC CONTROL AND PROTECTION                                    | LS   | 1                  |                |                |
| 12       | 01502-5.02   | ALLOWANCE FOR SUPPLEMENTAL TRAFFIC CONTROL AND PROTECTION         | AL   | 1                  | \$200,000.00   | \$200,000.00   |
| 13       | 01502-5.03   | ALLOWANCE FOR RAILROAD FLAGMAN                                    | AL   | 1                  | \$10,000.00    | \$10,000.00    |
| 14       | 01502-5.04   | ALLOWANCE FOR RAILROAD INSURANCE                                  | AL   | 1                  | \$20,000.00    | \$20,000.00    |
| 15       | 01580-5.01   | ALLOWANCE FOR PROJECT IDENTIFICATION SIGN                         | AL   | 1                  | \$20,000.00    | \$20,000.00    |
| 16       | M-103-5.01   | ALLOWANCE FOR SECURITY STAFFING, MAINTENANCE AND INFRASTRUCTURE   | AL   | 1                  | \$200,000.00   | \$200,000.00   |
| 17       | M-103-5.02   | TEMPORARY SAFETY AREA FENCE                                       | LF   | 14,718             |                |                |
| 18       | M-103-5.03   | ALLOWANCE FOR UTILITY / DRAINAGE CONFLICTS                        | AL   | 1                  | \$400,000.00   | \$400,000.00   |
| 19       | M-103-5.04   | ALLOWANCE FOR FAA FACILITY CLEANING AND MAINTENANCE               | AL   | 1                  | \$100,000.00   | \$100,000.00   |
| 20       | M-103-5.05   | ALLOWANCE FOR SUPPLEMENTAL SAFETY MEASURES                        | AL   | 1                  | \$300,000.00   | \$300,000.00   |
| 21       | M-107-5.01   | PORTABLE CLOSED RUNWAY MARKER                                     | EA   | 2                  |                |                |
| 22       | M-107-5.02   | EXISTING PORTABLE CLOSED RUNWAY MARKER REMOVAL                    | EA   | 2                  |                |                |
| 23       | M-200-5.01   | ALLOWANCE FOR FAA FACILITY MODIFICATION AND SPARE PARTS           | AL   | 1                  | \$200,000.00   | \$200,000.00   |
| 24       | N-110-5.01   | ALLOWANCE FOR STANDBY TIME  | AL   | 1                  | \$100,000.00   | \$100,000.00   |
| 25       | X-100-5.01   | REMOVE 24-INCH OR LESS STORM SEWER                                | LF   | 2,564              |                |                |
| 26       | X-100-5.02   | REMOVE UNDERDRAIN   | LF   | 4,773              |                |                |
| 27       | X-100-5.03   | REMOVE ALL MANHOLE TYPES, CATCH BASINS AND INLETS                 | EA   | 14                 |                |                |
| 28       | X-100-5.04   | REMOVE END SECTION  | EA   | 9                  |                |                |

**SCHEDULE OF PRICES**

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

| ITEM NO. | PAY ITEM NO. | DESCRIPTION  | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
|----------|--------------|--|------|--------------------|------------|-------------|
| 29       | X-100-5.05   | REMOVE INSPECTION HOLES  | EA   | 22                 |            |             |
| 30       | X-100-5.06   | REMOVE SLOTTED DRAIN   | LF   | 1,519              |            |             |
| 31       | X-100-5.07   | REMOVE GAS LINE, 8-INCH OR LESS                                | LF   | 250                |            |             |
| 32       | X-100-5.08   | REMOVE GAS VALVE AND VAULT                                     | EA   | 2                  |            |             |
| 33       | X-100-5.09   | REMOVE FENCE   | LF   | 8,277              |            |             |
| 34       | X-100-5.10   | REMOVE SIGN  | EA   | 34                 |            |             |
| 35       | X-100-5.11   | RELOCATE / SALVAGE CONCRETE BARRIERS                           | LF   | 2,000              |            |             |
| 36       | X-100-5.12   | REMOVE PUMP STATION  | LS   | 1                  |            |             |
| 37       | X-100-5.13   | REMOVE 20-INCH WATER LINE                                      | LF   | 375                |            |             |
| 38       | X-100-5.14   | REMOVE ELECTRIC (ROADWAY LIGHTING AND TRAFFIC SIGNAL) DUCTBANK | LF   | 285                |            |             |
| 39       | X-100-5.15   | REMOVE 2-WAY CONCRETE ENCASED DUCTBANK                         | LF   | 2,433              |            |             |
| 40       | X-100-5.16   | REMOVE 4-WAY CONCRETE ENCASED DUCTBANK                         | LF   | 124                |            |             |
| 41       | X-100-5.17   | REMOVE 6-WAY CONCRETE ENCASED DUCTBANK                         | LF   | 309                |            |             |
| 42       | X-100-5.18   | REMOVE 9-WAY CONCRETE ENCASED DUCTBANK                         | LF   | 1,227              |            |             |
| 43       | X-100-5.19   | REMOVE 12-WAY CONCRETE ENCASED DUCTBANK                        | LF   | 104                |            |             |
| 44       | X-100-5.20   | REMOVE 15-WAY CONCRETE ENCASED DUCTBANK                        | LF   | 90                 |            |             |
| 45       | X-100-5.21   | REMOVE 16-WAY CONCRETE ENCASED DUCTBANK                        | LF   | 166                |            |             |
| 46       | X-100-5.22   | REMOVE 20-WAY CONCRETE ENCASED DUCTBANK                        | LF   | 85                 |            |             |
| 47       | X-100-5.23   | REMOVE 22-WAY CONCRETE ENCASED DUCTBANK                        | LF   | 653                |            |             |
| 48       | X-100-5.24   | REMOVE 24-WAY CONCRETE ENCASED DUCTBANK                        | LF   | 245                |            |             |
| 49       | X-100-5.25   | REMOVE 44-WAY CONCRETE ENCASED DUCTBANK                        | LF   | 300                |            |             |
| 50       | X-100-5.26   | REMOVE EXISTING SURFACE MOUNTED CONDUIT                        | LF   | 707                |            |             |
| 51       | X-100-5.27   | REMOVE CECO MANHOLE  | EA   | 5                  |            |             |
| 52       | X-100-5.28   | REMOVE CED MANHOLE/HANDHOLE                                    | EA   | 5                  |            |             |
| 53       | X-100-5.29   | REMOVE LIGHT POLE AND FOUNDATION                               | EA   | 2                  |            |             |
| 54       | X-100-5.30   | REMOVE ELECTRIC (ROADWAY LIGHTING AND TRAFFIC SIGNAL) HANDHOLE | EA   | 2                  |            |             |
| 55       | X-100-5.31   | ABANDON CECO MANHOLE/FILL WITH SAND                            | EA   | 5                  |            |             |
| 56       | X-100-5.32   | REMOVE CABLE   | LF   | 13,813             |            |             |

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

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|----------|--------------|--|------|--------------------|--------------|--------------|
| 57       | X-100-5.33   | REMOVE EXISTING ELEVATED TAXIWAY EDGE LIGHT, BASE AND FOUNDATION, SALVAGE LIGHT FIXTURE AND TRANSFORMER TO CDA | EA   | 16                 |              |              |
| 58       | X-100-5.34   | REMOVE EXISTING TEMPORARY ELEVATED TAXIWAY EDGE LIGHT, SALVAGE LIGHT FIXTURE AND TRANSFORMER TO CDA            | EA   | 17                 |              |              |
| 59       | X-100-5.35   | REMOVE EXISTING TYPE 1 MARKER BASE WITH COVER  | EA   | 11                 |              |              |
| 60       | X-100-5.36   | ALLOWANCE FOR UNFORESEEN DEMOLITION  | AL   | 1                  | \$100,000.00 | \$100,000.00 |
| 61       | D-701-5.01   | REINFORCED CONCRETE PIPE (RCP), 12-INCH, TYPE 2, CLASS IV  | LF   | 150                |              |              |
| 62       | D-701-5.02   | REINFORCED CONCRETE PIPE (RCP), 24-INCH, TYPE 2, CLASS IV  | LF   | 53                 |              |              |
| 63       | D-701-5.03   | REINFORCED CONCRETE PIPE (RCP), 30-INCH, TYPE 2, CLASS IV  | LF   | 10                 |              |              |
| 64       | D-701-5.04   | REINFORCED CONCRETE PIPE (RCP), 30-INCH, TYPE 3, CLASS IV  | LF   | 159                |              |              |
| 65       | D-701-5.05   | REINFORCED CONCRETE PIPE (RCP) 30-INCH, TYPE 2, CLASS V  | LF   | 334                |              |              |
| 66       | D-701-5.06   | REINFORCED CONCRETE PIPE (RCP) 30-INCH, TYPE 3, CLASS V  | LF   | 213                |              |              |
| 67       | D-701-5.07   | REINFORCED CONCRETE PIPE (RCP) 54-INCH, TYPE 2, CLASS IV   | LF   | 95                 |              |              |
| 68       | D-701-5.08   | VITRIFIED CLAY PIPE (VCP), 18-INCH, EXTRA STRENGTH, TYPE 2   | LF   | 405                |              |              |
| 69       | D-705-5.01   | UNDERDRAIN PIPE, PERFORATED, 8-INCH PVC, SCHEDULE 40   | LF   | 46,368             |              |              |
| 70       | D-705-5.02   | LIGHT BASE DRAIN, 2-INCH PVC, SCHEDULE 80  | LF   | 4,748              |              |              |
| 71       | D-705-5.03   | FRENCH DRAIN   | LF   | 3,315              |              |              |
| 72       | D-751-5.01   | CATCH BASIN TYPE A, OMP, 4-FOOT DIAMETER (NON-AIRCRAFT LOADING)  | EA   | 2                  |              |              |
| 73       | D-751-5.02   | CATCH BASIN TYPE A, OMP, 5-FOOT DIAMETER (NON-AIRCRAFT LOADING)  | EA   | 1                  |              |              |
| 74       | D-751-5.03   | CATCH BASIN TYPE A, OMP, 6-FOOT DIAMETER (NON-AIRCRAFT LOADING)  | EA   | 3                  |              |              |
| 75       | D-751-5.04   | MANHOLE TYPE A, OMP, 3-FOOT DIAMETER (NON-AIRCRAFT LOADING)  | EA   | 1                  |              |              |
| 76       | D-751-5.05   | MANHOLE TYPE A, OMP, 5-FOOT DIAMETER (NON-AIRCRAFT LOADING)  | EA   | 2                  |              |              |
| 77       | D-751-5.06   | UNDERDRAIN INSPECTION HOLE   | EA   | 137                |              |              |
| 78       | D-751-5.07   | ADJUST STRUCTURE   | EA   | 7                  |              |              |
| 79       | D-751-5.08   | RECONSTRUCT STRUCTURE  | EA   | 5                  |              |              |
| 80       | D-752-5.01   | FLARED END SECTION, 12-INCH  | EA   | 2                  |              |              |
| 81       | D-752-5.02   | FLARED END SECTION, 54-INCH  | EA   | 2                  |              |              |
| 82       | F-162-5.01   | INSTALL AND REMOVE TEMPORARY FENCE, TYPE D   | LF   | 1,094              |              |              |
| 83       | F-162-5.02   | TYPE A FENCE   | LF   | 4,940              |              |              |

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|----------|--------------|---|------|--------------------|------------|-------------|
| 84       | L-100-5.01   | L-850A, R/W IN-PAVEMENT CENTERLINE LIGHT, BI-DIRECTIONAL                              | EA   | 148                |            |             |
| 85       | L-100-5.02   | L-850B, R/W IN-PAVEMENT TOUCHDOWN ZONE LIGHT, UNI-DIRECTIONAL                         | EA   | 360                |            |             |
| 86       | L-100-5.03   | L-850C, R/W IN-PAVEMENT EDGE LIGHT, BI-DIRECTIONAL, IN L-868 LIGHT BASE               | EA   | 21                 |            |             |
| 87       | L-100-5.04   | L-862 R/W ELEVATED EDGE LIGHT, BI-DIRECTIONAL, IN TYPE 1 MARKER BASE                  | EA   | 53                 |            |             |
| 88       | L-100-5.05   | L-862E R/W THRESHOLD/END LIGHT, BI-DIRECTIONAL, IN CONCRETE LIGHT BASE - SPECIAL      | EA   | 12                 |            |             |
| 89       | L-100-5.06   | L-862E R/W THRESHOLD/END LIGHT, BI-DIRECTIONAL, IN TYPE 1 MARKER BASE                 | EA   | 4                  |            |             |
| 90       | L-100-5.07   | L-804, R/W ELEVATED GUARD LIGHT, UNI-DIRECTIONAL IN TYPE 1 MARKER BASE                | EA   | 22                 |            |             |
| 91       | L-100-5.08   | L-852D, LED T/W IN-PAVEMENT CENTERLINE LIGHT UNI-DIRECTIONAL (WIDE BEAM)              | EA   | 367                |            |             |
| 92       | L-100-5.09   | L-852D, LED T/W IN-PAVEMENT CENTERLINE LIGHT BI-DIRECTIONAL                           | EA   | 104                |            |             |
| 93       | L-100-5.10   | L-861T, LED T/W ELEVATED EDGE LIGHT, OMNI-DIRECTIONAL, TYPE 1 MARKER BASE             | EA   | 324                |            |             |
| 94       | L-100-5.11   | L-861T, LED T/W ELEVATED EDGE LIGHT, OMNI-DIRECTIONAL, IN CONCRETE LIGHT BASE SPECIAL | EA   | 16                 |            |             |
| 95       | L-100-5.12   | L-852G, R/W IN-PAVEMENT GUARD LIGHT, UNI-DIRECTIONAL                                  | EA   | 145                |            |             |
| 96       | L-100-5.13   | SIGNS, 1 MODULE, SINGLE FACE, SIZE 3, STYLE 2, CLASS 2, MODE 2                        | EA   | 1                  |            |             |
| 97       | L-100-5.14   | SIGNS, 1 MODULE, DOUBLE FACE, SIZE 3, STYLE 2, CLASS 2, MODE 2                        | EA   | 1                  |            |             |
| 98       | L-100-5.15   | SIGNS, 1 MODULE, DOUBLE FACE, SIZE 3, STYLE 3, CLASS 2, MODE 2                        | EA   | 2                  |            |             |
| 99       | L-100-5.16   | SIGNS, 1 MODULE, DOUBLE FACE, SIZE 4, STYLE 3, CLASS 2, MODE 2                        | EA   | 6                  |            |             |
| 100      | L-100-5.17   | SIGNS, 2 MODULE, SINGLE FACE, SIZE 3, STYLE 2, CLASS 2, MODE 2                        | EA   | 5                  |            |             |
| 101      | L-100-5.18   | SIGNS, 2 MODULE, SINGLE FACE, SIZE 3, STYLE 3, CLASS 2, MODE 2                        | EA   | 2                  |            |             |
| 102      | L-100-5.19   | SIGNS, 2 MODULE, DOUBLE FACE, SIZE 3, STYLE 2, CLASS 2, MODE 2                        | EA   | 9                  |            |             |
| 103      | L-100-5.20   | SIGNS, 2 MODULE, DOUBLE FACE, SIZE 3, STYLE 3, CLASS 2, MODE 2                        | EA   | 2                  |            |             |
| 104      | L-100-5.21   | SIGNS, 3 MODULE, DOUBLE FACE, SIZE 3, STYLE 3, CLASS 2, MODE 2                        | EA   | 2                  |            |             |
| 105      | L-100-5.22   | SIGNS, 4 MODULE, SINGLE FACE, SIZE 3, STYLE 2, CLASS 2, MODE 2                        | EA   | 4                  |            |             |
| 106      | L-100-5.23   | SIGNS, 4 MODULE, DOUBLE FACE, SIZE 3, STYLE 2, CLASS 2, MODE 2                        | EA   | 3                  |            |             |
| 107      | L-100-5.24   | SIGNS, 4 MODULE, DOUBLE FACE, SIZE 3, STYLE 3, CLASS 2, MODE 2                        | EA   | 17                 |            |             |
| 108      | L-100-5.25   | REMOVE AND REPLACE ALL EXISTING SIGN PANELS   | EA   | 4                  |            |             |
| 109      | L-100-5.26   | REMOVE EXISTING GUIDANCE SIGN, BASE AND FOUNDATION                                    | EA   | 9                  |            |             |
| 110      | L-100-5.27   | RUNWAY GUARD LIGHT CONTROL SYSTEM, IN-PAVEMENT  | LS   | 1                  |            |             |

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|----------|--------------|---|------|--------------------|--------------|--------------|
| 111      | L-100-5.28   | RUNWAY GUARD LIGHT CONTROL SYSTEM, ELEVATED   | LS   | 1                  |              |              |
| 112      | L-100-5.29   | L-852T, LED T/W IN-PAVEMENT EDGE LIGHT, OMNI-DIRECTIONAL, IN L-868 LIGHT BASE   | EA   | 6                  |              |              |
| 113      | L-100-5.30   | TEMPORAY L-861T, LED T/W ELEVATED EDGE LIGHT, OMNI-DIRECTIONAL, SURFACE MOUNTED BASE  | EA   | 25                 |              |              |
| 114      | L-100-5.31   | L-868, LIGHT BASE AND TRANSFORMER HOUSING WITH COVER  | EA   | 2                  |              |              |
| 115      | L-100-5.32   | L-868 LIGHT BASE, EXTENSION, SPACERS WITH STEEL COVER   | EA   | 85                 |              |              |
| 116      | L-100-5.33   | ALLOWANCE FOR MODIFICATIONS OF EXISTING GUIDANCE SIGNS  | AL   | 1                  | \$350,000.00 | \$350,000.00 |
| 117      | L-100-5.34   | RELOCATE EXISTING TEMPORARY L-861T, LED T/W ELEVATED EDGE LIGHT, OMNI-DIRECTIONAL, AND TRANSFORMER TO PERMANENT EXISTING TYPE 1 MARKER BASE | EA   | 3                  |              |              |
| 118      | L-100-5.35   | FURNISH AND INSTALL L-861T, LED T/W ELEVATED EDGE LIGHT, OMNI-DIRECTIONAL, ON EXISTING TYPE 1 MARKER BASE                                   | EA   | 6                  |              |              |
| 119      | L-107-5.01   | 8-FOOT AIRPORT WINDCONE   | EA   | 2                  |              |              |
| 120      | L-108-5.01   | L-824 NO. 6 TYPE C, 5 KV AIRFIELD LIGHTING CABLE  | LF   | 281,862            |              |              |
| 121      | L-108-5.02   | COUNTERPOISE CONDUCTOR, NO. 6, BARE, SOLID COPPER   | LF   | 100,329            |              |              |
| 122      | L-108-5.03   | COUNTERPOISE CONDUCTOR, NO. 1/0, BARE COPPER  | LF   | 4,070              |              |              |
| 123      | L-108-5.04   | NO. 1/0 BARE COPPER GUARD WIRE  | LF   | 8,250              |              |              |
| 124      | L-108-5.05   | 6 PAIR #22 AWG TYPE 5, PE 39 CABLE  | LF   | 12,901             |              |              |
| 125      | L-108-5.06   | 1/C - NO.10 AWG, 600V AIRFIELD LIGHTING CABLE - TEMPORARY   | LF   | 2,649              |              |              |
| 126      | L-108-5.07   | L-824 NO. 6 TYPE C, 5 KV AIRFIELD LIGHTING CABLE - TEMPORARY  | LF   | 1,715              |              |              |
| 127      | L-110-5.01   | 1-WAY, 2-INCH PVC CONCRETE ENCASED DUCTBANK   | LF   | 56,080             |              |              |
| 128      | L-110-5.02   | 1-WAY, 3-INCH PVC CONCRETE ENCASED DUCTBANK   | LF   | 9,993              |              |              |
| 129      | L-110-5.03   | 2-WAY, 3-INCH PVC CONCRETE ENCASED DUCTBANK   | LF   | 44,539             |              |              |
| 130      | L-110-5.04   | 2-WAY, 3-INCH PVC CONCRETE ENCASED DUCTBANK IN EXISTING PAVEMENT  | LF   | 45                 |              |              |
| 131      | L-110-5.05   | 2-WAY, 3-INCH RGS CONDUIT, DIRECTIONAL BORE   | LF   | 980                |              |              |
| 132      | L-110-5.06   | 4-WAY, 3-INCH PVC CONCRETE ENCASED DUCTBANK, REINFORCED   | LF   | 4,695              |              |              |
| 133      | L-110-5.07   | 4-WAY, 4-INCH PVC CONCRETE ENCASED DUCTBANK   | LF   | 150                |              |              |
| 134      | L-110-5.08   | TEMPORARY 2-INCH GRS CONDUIT, SURFACE MOUNTED   | LF   | 1,178              |              |              |
| 135      | L-115-5.01   | HANDHOLE, SINGLE SECTION, AIRCRAFT LOADING  | EA   | 46                 |              |              |
| 136      | L-115-5.02   | HANDHOLE, SINGLE SECTION, HS20 LOADING  | EA   | 5                  |              |              |

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|----------|--------------|---|------|--------------------|--------------|--------------|
| 137      | L-115-5.03   | ADJUST EXISTING CED MANHOLE, HS20 LOADING                               | EA   | 2                  |              |              |
| 138      | L-118-5.01   | ALLOWANCE FOR EXISTING DUCTBANK CLEARING, MAPPING, REPAIR AND REROUTING | AL   | 1                  | \$200,000.00 | \$200,000.00 |
| 139      | L-140-5.01   | RUNWAY SURFACE SENSOR WITH LEAD CABLE                                   | EA   | 7                  |              |              |
| 140      | L-140-5.02   | TAXIWAY SURFACE SENSOR WITH LEAD CABLE                                  | EA   | 1                  |              |              |
| 141      | L-140-5.03   | RUNWAY SUB-SURFACE SENSOR WITH LEAD CABLE                               | EA   | 1                  |              |              |
| 142      | L-140-5.04   | TAXIWAY SUB-SURFACE SENSOR WITH LEAD CABLE                              | EA   | 1                  |              |              |
| 143      | L-140-5.05   | RUNWAY WEATHER SENSOR REMOTE PROCESSING UNIT (RPU)                      | EA   | 2                  |              |              |
| 144      | L-140-5.06   | TAXIWAY WEATHER SENSOR REMOTE PROCESSING UNIT (RPU)                     | EA   | 1                  |              |              |
| 145      | L-828-5.01   | RUNWAY SWITCHGEAR REGULATOR SYSTEM LINE-UP                              | EA   | 1                  |              |              |
| 146      | L-828-5.02   | TAXIWAY SWITCHGEAR REGULATOR SYSTEM LINE-UP                             | EA   | 1                  |              |              |
| 147      | P-150-5.01   | REMOVE BITUMINOUS PAVEMENT  | SY   | 23,988             |              |              |
| 148      | P-150-5.02   | REMOVE PCC PAVEMENT   | SY   | 3,627              |              |              |
| 149      | P-150-5.03   | REMOVE COMPOSITE PAVEMENT(5-INCH TO 12-INCH PCC THICKNESS)              | SY   | 3,015              |              |              |
| 150      | P-150-5.04   | REMOVE COMPOSITE PAVEMENT (GREATER THAN 12-INCH PCC THICKNESS)          | SY   | 20,482             |              |              |
| 151      | P-150-5.05   | BITUMINOUS PAVEMENT MILLING   | SY   | 1,286              |              |              |
| 152      | P-150-5.06   | REMOVE CURB AND GUTTER  | LF   | 1,418              |              |              |
| 153      | P-152-5.01   | UNCLASSIFIED EXCAVATION   | CY   | 197,154            |              |              |
| 154      | P-152-5.02   | ALLOWANCE FOR CONTAMINATED AND HARD TO HANDLE MATERIAL                  | AL   | 1                  | \$200,000.00 | \$200,000.00 |
| 155      | P-154-5.01   | FROST PROTECTION COURSE, CA-5   | CY   | 124,215            |              |              |
| 156      | P-154-5.02   | FROST PROTECTION COURSE, CA-6   | CY   | 3,191              |              |              |
| 157      | P-154-5.03   | UNDERCUT AND BACKFILL - CA-1  | CY   | 5,000              |              |              |
| 158      | P-154-5.04   | ALLOWANCE FOR TEMPORARY ACCESS ROADS                                    | AL   | 1                  | \$450,000.00 | \$450,000.00 |
| 159      | P-154-5.05   | ALLOWANCE FOR CRUSHING  | AL   | 1                  | \$100,000.00 | \$100,000.00 |
| 160      | P-156-5.01   | CULVERT INLET PROTECTION - STONE  | CY   | 200                |              |              |
| 161      | P-156-5.02   | ROCK CHECK DAM - COARSE AGGREGATE                                       | CY   | 200                |              |              |
| 162      | P-156-5.03   | RIP-RAP PROTECTION  | SY   | 200                |              |              |
| 163      | P-156-5.04   | SILT FENCE  | LF   | 46,068             |              |              |

**SCHEDULE OF PRICES****Name of Bidder:** \_\_\_\_\_

| ITEM NO. | PAY ITEM NO. | DESCRIPTION   | UNIT | ESTIMATED QUANTITY | UNIT PRICE   | TOTAL PRICE  |
|----------|--------------|---|------|--------------------|--------------|--------------|
| 164      | P-156-5.05   | INLET PROTECTION  | EA   | 228                |              |              |
| 165      | P-156-5.06   | SEDIMENT LOG  | EA   | 200                |              |              |
| 166      | P-156-5.07   | POLYMER   | LB   | 4,000              |              |              |
| 167      | P-156-5.08   | FLOC LOG  | EA   | 300                |              |              |
| 168      | P-156-5.09   | EROSION CONTROL BLANKET   | SY   | 426,400            |              |              |
| 169      | P-156-5.10   | SEDIMENT CONTAINMENT FILTER BAG   | EA   | 300                |              |              |
| 170      | P-156-5.11   | TEMPORARY SEEDING AND MULCHING  | AC   | 20                 |              |              |
| 171      | P-156-5.12   | STABILIZED CONSTRUCTION ENTRANCE  | SY   | 805                |              |              |
| 172      | P-156-5.13   | ALLOWANCE FOR MAINTENANCE AND REMOVAL OF EXISTING EROSION CONTROL DEVICES | AL   | 1                  | \$200,000.00 | \$200,000.00 |
| 173      | P-158-5.01   | LIME STABILIZED FROST PROTECTION COURSE, 12-INCH DEPTH                    | SY   | 329,137            |              |              |
| 174      | P-158-5.02   | LIME, IDOT  | TON  | 11,079             |              |              |
| 175      | P-159-5.01   | LIME MODIFICATION   | TON  | 6,141              |              |              |
| 176      | P-404-5.01   | ASPHALT TREATED PERMEABLE BASE COURSE                                     | TON  | 106,543            |              |              |
| 177      | P-405-5.01   | WMA CONCRETE SURFACE COURSE, MIX "D", IL-9.5 N70                          | TON  | 29,484             |              |              |
| 178      | P-405-5.02   | WMA CONCRETE SURFACE COURSE, MIX "C", IL-9.5 N50                          | TON  | 138                |              |              |
| 179      | P-405-5.03   | WMA CONCRETE BINDER COURSE, IL-19.0 N70                                   | TON  | 1,277              |              |              |
| 180      | P-405-5.04   | WMA CONCRETE BASE COURSE, IL-19.0 N50                                     | TON  | 150,446            |              |              |
| 181      | P-501-5.01   | PORTLAND CEMENT CONCRETE PAVEMENT, 17-INCH DEPTH                          | SY   | 305,793            |              |              |
| 182      | P-501-5.02   | PORTLAND CEMENT CONCRETE PAVEMENT, TEST BATCH                             | LS   | 1                  |              |              |
| 183      | P-602-5.01   | BITUMINOUS PRIME COAT   | GAL  | 4,789              |              |              |
| 184      | P-603-5.01   | BITUMINOUS TACK COAT  | GAL  | 26,053             |              |              |
| 185      | P-620-5.01   | PAVEMENT MARKING - WHITE  | SF   | 122,539            |              |              |
| 186      | P-620-5.02   | PAVEMENT MARKING - YELLOW   | SF   | 122,318            |              |              |
| 187      | P-620-5.03   | PAVEMENT MARKING - RED  | SF   | 6,330              |              |              |
| 188      | P-620-5.04   | PAVEMENT MARKING - BLACK  | SF   | 138,011            |              |              |
| 189      | P-620-5.05   | PAVEMENT MARKING REMOVAL  | SF   | 12,589             |              |              |
| 190      | S-802-5.01   | SAWCUT GROOVING   | SF   | 1,374,352          |              |              |



### SCHEDULE OF PRICES

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

| ITEM NO. | PAY ITEM NO. | DESCRIPTION   | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
|----------|--------------|---|------|--------------------|------------|-------------|
| 191      | T-901-5.01   | SEED, PERMANENT   | AC   | 89                 |            |             |
| 192      | T-904-5.01   | SODDING   | SY   | 45,014             |            |             |
| 193      | T-905-5.01   | TOPSOILING, 4-INCH DEPTH                                      | SY   | 429,661            |            |             |
| 194      | T-906-5.01   | RIPRAP PLACEMENT  | SY   | 62                 |            |             |
| 195      | 02705-5.01   | ABANDON PIPE IN PLACE, GROUT SOLID                            | CY   | 79                 |            |             |
| 196      | 02714-5.01   | PORTLAND CEMENT CONCRETE PAVEMENT, 10-INCH DEPTH              | SY   | 1,216              |            |             |
| 197      | 02714-5.02   | CONCRETE BASE COURSE, 10-INCH DEPTH                           | SY   | 1,240              |            |             |
| 198      | 02714-5.03   | CONCRETE CURB AND GUTTER, B-6.12                              | LF   | 1,113              |            |             |
| 199      | 02714-5.04   | CONCRETE CURB AND GUTTER, B-6.18                              | LF   | 376                |            |             |
| 200      | 02714-5.05   | CONCRETE CURB AND GUTTER, B-6.24                              | LF   | 541                |            |             |
| 201      | 02783-5.01   | PAVEMENT MARKING, EPOXY, LINE, 4-INCH                         | LF   | 905                |            |             |
| 202      | 02783-5.02   | PAVEMENT MARKING, EPOXY, LINE, 6-INCH                         | LF   | 215                |            |             |
| 203      | 02783-5.03   | PAVEMENT MARKING, EPOXY, LINE, 24-INCH                        | LF   | 50                 |            |             |
| 204      | 02783-5.04   | PAVEMENT MARKING, THERMOPLASTIC, LINE, 4-INCH                 | LF   | 2,756              |            |             |
| 205      | 02783-5.05   | PAVEMENT MARKING, THERMOPLASTIC, LINE, 6-INCH                 | LF   | 2,294              |            |             |
| 206      | 02783-5.06   | PAVEMENT MARKING, THERMOPLASTIC, LINE, 24-INCH                | LF   | 114                |            |             |
| 207      | 02783-5.07   | PAVEMENT MARKING, EPOXY, LETTERS AND SYMBOLS                  | SF   | 40                 |            |             |
| 208      | 02783-5.08   | PAVEMENT MARKING, THERMOPLASTIC, LETTERS, SYMBOLS AND NUMBERS | SF   | 564                |            |             |
| 209      | 02839-5.01   | TRAFFIC SIGN, COMPLETE  | EA   | 39                 |            |             |
| 210      | 16123-5.01   | 1/C #10 AWG, USE-600V IN CONDUIT                              | LF   | 1,533              |            |             |
| 211      | 16123-5.02   | 1/C #10 COPPER, INSULATED GREEN WIRE                          | LF   | 767                |            |             |
| 212      | 16991-5.01   | MODIFICATIONS TO EXISTING AIRFIELD LIGHTING CONTROL SYSTEM    | LS   | 1                  |            |             |
|          |              | <b>CONTRACT BASE BID:</b>                                     |      |                    | \$ _____   |             |

**NOTES TO BIDDER:**

- 1) Total price for mobilization must not exceed 6% of the Contract Base Bid.
- 2) Bidders should round all quoted prices to the nearest two decimal points.

## SCHEDULE OF PRICES

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

- 3) In the event of discrepancy between the "Unit Price" and the "Total Price", the Unit Price will prevail.
- 4) The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the above Line Items, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error. The Bidder must bid all line items set forth on the Schedule of Prices, except to the extent that the Specifications expressly allows otherwise. In the event that comparison of the Bidder's 'Unit Price' and 'Total Price' submitted for any line item reveals a calculation error, the Unit Price will prevail.
- 5) Bidder must not assign a greater DBE participation amount to any allowance greater than the Contract DBE Participation Goal.
- 6) The Commissioner has determined per Part Two, General Conditions that the safety representative for this project is not permitted to have other responsibilities.

## SECTION 4 TIME OF COMPLETION

### SOUTH AIRFIELD RUNWAY 10R-28L – PAVING, LIGHTING AND SIGNING

#### 4.0 GENERAL

1. The City of Chicago anticipates issuing a Notice to Proceed (NTP) on or before April 15, 2014. The Contractor must achieve Substantial Completion on or before October 15, 2015. Upon acceptance of the work as Substantially Complete and issuance of the formal punchlist, in accordance with the Contract Documents, a sixty (60) day punch list period will commence.
2. The time period between NTP and Substantial Completion includes the time for mobilization and all Work as described in this section, and in the project plans and specifications.
3. A release for administrative activities (Administrative Notice to Proceed) may be issued, including but not limited to, shop drawings, submittals, procurement and fabrication of materials and other activities which do not disturb the site may be issued after the Contract is awarded and before the Notice to Proceed is issued. The day of issuance will be mutually agreed to by the Commissioner and the Contractor.
4. The date for the Notice to Proceed will not be counted as a calendar day, but each subsequent day thereafter, from midnight to midnight, will be counted as one calendar day. The last day will be the day on which the Contractor reaches Substantial Completion as defined by the Contract Documents.
5. The Contractor must perform all Work within the time frames specified.
6. The Contractor must perform all work in accordance with the Contract Documents. The Construction Phasing Plan and descriptions are intended to give a general outline of the order in which the work is to be accomplished. Neither the Construction Phasing Plan, nor the descriptions contained in this section, is intended to be comprehensive list of work items. It is the Contractor's responsibility to anticipate upcoming work and to coordinate their operations and schedule accordingly to ensure an efficient and timely flow of construction sequence and operations.
7. The Contractor's Baseline Schedule must be submitted to the Commissioner prior to commencement of construction as required by the Contract Documents. The Contractor's Baseline Schedule must show all work to be completed within the contract time limit. Further, the Contractor's Baseline Schedule must be coded to allow the Schedule to be able to be summarized by Milestone and Project Area.

#### 4.1 SEQUENCING

Elements of the various phases of work, as shown on the Construction Phasing Plan, must be constructed in accordance with the schedule outlined in this Section. The "Duration" period shown in each phase of the Work is the maximum time allowed for completion. Furthermore, each phase of the work must be completed within the allotted calendar days from the issuance from the Notice-to-Proceed by the Commissioner. For the purpose of bidding, the Contractor must assume that the Phases of Work will be carried out in the order as described in Sections 4.2 and 4.3.

### 4.2 TIME OF COMPLETION SCHEDULE

|                   |                | TIME OF COMPLETION SCHEDULE |   |   |   |   |   |   |   |   |   |   |   |                 |   |   |      |   |   |   |   |   |   |   |  |
|-------------------|----------------|-----------------------------|---|---|---|---|---|---|---|---|---|---|---|-----------------|---|---|------|---|---|---|---|---|---|---|--|
| MILESTONE         | Date Complete  | DURATION                    |   |   |   |   |   |   |   |   |   |   |   | WINTER SHUTDOWN |   |   |      |   |   |   |   |   |   |   |  |
|                   |                | 2014                        |   |   |   |   |   |   |   |   |   |   |   |                 |   |   | 2015 |   |   |   |   |   |   |   |  |
|                   |                |                             | M | A | M | J | J | A | S | O | N | D | J | F               | M | A | M    | J | J | A | S | O | N | D |  |
| Notice-To-Proceed | April 15, 2014 |                             |   | ▶ |   |   |   |   |   |   |   |   |   |                 |   |   |      |   |   |   |   |   |   |   |  |
| Mobilization      | May 16, 2014   |                             |   | ◊ |   |   |   |   |   |   |   |   |   |                 |   |   |      |   |   |   |   |   |   |   |  |
| Milestone 1       | July 31, 2014  |                             |   |   |   | ◊ |   |   |   |   |   |   |   |                 |   |   |      |   |   |   |   |   |   |   |  |
| Milestone 2       | Sept. 15, 2014 |                             |   |   |   |   |   | ◊ |   |   |   |   |   |                 |   |   |      |   |   |   |   |   |   |   |  |
| Milestone 3       | Nov. 1, 2014   |                             |   |   |   |   |   |   |   | ◊ |   |   |   |                 |   |   |      |   |   |   |   |   |   |   |  |
| Milestone 4       | May 29, 2015   |                             |   |   |   |   |   |   |   |   |   |   |   |                 |   |   |      |   |   |   |   |   | ◊ |   |  |
| Milestone 5       | Oct. 15, 2015  |                             |   |   |   |   |   |   |   |   |   |   |   |                 |   |   |      |   |   |   |   |   |   | ◊ |  |

### 4.3 CONSTRUCTION & MILESTONES

These General Work Restrictions Notes are applicable to all construction work:

1. The Contractor must restrict movement of equipment, personnel, and material stockpiles so as to not penetrate NAVAID critical areas at any time.
2. Any work the Contractor is required to perform at night, as shown in the drawings or as directed by the Commissioner of Aviation, must adhere to the Part III – Technical Specifications, Section N-100 – Night Construction.
3. The Contractor must notify and obtain approval from the FAA through the Commissioner of Aviation at least seven (7) days (excluding Saturdays, Sundays, and Holidays) prior to entering existing FAA facilities to perform work or investigation. However, this request does not guarantee access to FAA facilities on the date requested.
4. Contractor must not enter a Runway Safety Area (RSA) without closure of the affected runway. All taxiway and runway closures must be coordinated through Short Term Operating Phasing (STOP) committee prior to the start of any work.
  - a. STOP committee meetings are held every Monday morning, 8:00 AM, at the Department of Aviation (CDA) Atrium at the base of the CDA tower across from Terminal 2 (outside the Hilton). The Contractor will be responsible for the completion of all the forms required by this committee and the assemblage of all of the executed forms into a STOP Meeting Binder (commonly called a “Dig Book”) which will require signatures and formal approval by the General Contractor, Construction Manager, FAA, and CDA. The Dig Book must be signed by the Commissioner of Aviation granting “Authorization to Commence Work,” prior to the commencement of any work within the Airport Operations Area (AOA) area. The Dig Book must also be kept onsite by the Contractor until the work is complete. See the Appendix for a list and blank forms required for the STOP Meeting Binder. It is suggested that the Contractor allow at least one month for the assemblage and approval of all STOP requirements.
5. The Contractor will be responsible for all utility installation costs, connection fees, and usage costs until the date of Substantial Completion. At Substantial Completion, all utility services will be transferred from the Contractor.
6. The Contractor staging and storage areas must be contained within the project limits, or as identified in the General Plans.

7. Contractor airside access to the project will be via South Access Road through Guard Post No. 5 and the Construction Vehicle Inspection Area (CVIA). Contractor access through Guard Post No. 5 the CVIA are shared security checkpoints that are used by all airport users and contractors; as such the Contractor is responsible for coordinating all deliveries with the Construction Manager. In addition, congestion or delays associated with the checkpoints are not cause for claim for delay or inefficiencies.
8. The Contractor must adhere to FAR Part 139, FAA Advisory Circular 150/5370-2, and Specification M-103 when working within Airport Operations Areas (AOA). Any grading or vegetation disturbance resulting from activities for the Contractor must be restored to prior existing conditions and meet FAR Part 139 standards.
9. The Winter Suspension period for the contract is December 1, 2014 through March 1, 2015. During this time period, the Contractor will not be required to work. However, with written approval from the Commissioner, the Contractor will be allowed to work in accordance with the requirements specified in Part Two -General Conditions, Article VIII, paragraph's H and I. The construction phase durations in the contract will not be impacted by the Contractor's decision to work, or not work, during the winter suspension period. Work performed during the winter suspension period will not be eligible for consideration for weather delay. The time durations specified for any and all phases and milestones will not be extended as a result of the winter suspension. In preparing the Contractor's Baseline Schedule, the Contractor must reflect the above anticipated winter suspension period.
10. Any Work the Contractor is required to perform at night, as shown in the drawings or as directed by the Commissioner of Aviation, must adhere to the Part III Technical Specifications, Section N-100 Night Construction.
11. Contractor access to the project will be as indicated on Plan Sheet GC-102, Contractor Access Route, Staging Area and Stockpile Locations.
12. There will be no compensation made to the Contractor for restricted areas being made available earlier than the durations listed in the Contract Documents.
13. Ongoing adjacent projects will place restrictions on the Contractor's work area and are described in restrictions. The Contractor must not access or start work in the restricted areas without written authorization from the Commissioner.
14. The Contractor must restrict movement of equipment, personnel, and material stockpiles so as to not penetrate NAVAID critical areas at any time.
15. The Contractor must provide all temporary electrical circuits to maintain airfield lighting and signage circuits impacted by construction activities associated with this Project. All temporary circuits are considered incidental to the Work.
16. The Contractor must not stage any materials, equipment, facilities, or appurtenances within twenty-five feet (25-FT) of an AOA fence.
17. All existing and proposed service roads, "Airside" and "Landside" within the limits of Work must be maintained by the Contractor. The Contractor must maintain these service roads to the satisfaction of the Commissioner. This maintenance will be incidental to the contract and will include sweeping and pot hole repairs. In addition, all service roads must remain open for the airport traffic during the performance of the Work. Where service roads are impacted by the Contractor's activities, the Contractor must maintain traffic at all times. When it is deemed acceptable by the Commissioner traffic may be reduced to one lane with traffic controlled by flaggers. Maintenance of traffic and any associated flaggers and traffic control will be incidental to the contract unless otherwise identified in the Plans or Technical Specifications.
18. The Contractor shall cooperate with the City, airline tenants, other airport users, and other contractors on the airport including the City Of Chicago, Chicago Department Of Aviation (CDA), FAA and airline contractors. The Contractor may be required to share work areas with other contractors.
19. Commonwealth Edison (COMED) must be notified seventy-two hours (72-HRS.) in advance of any construction within twenty-five feet (25-FT.) of any COMED infrastructure or equipment or construction of any COMED infrastructure or facilities per the Contract Documents. COMED may require a COMED inspector on-site during construction activities in close proximity to COMED infrastructure or equipment.
20. Utility service connections will be available no later than sixty days (60D) following the completion of the utility infrastructure and facilities per the Contract Documents and as required by the utility service provider. The Contractor will be responsible for all utility installation costs, connection fees, and usage

costs until the date of substantial completion. At Substantial Completion, all utility services will be transferred from the Contractor to the City or third party as directed.

21. The Contractor must not modify or disturb any live COMED facilities unless explicit approval is received from COMED or in the presence of COMED personnel. All demolition of COMED facilities must be coordinated with COMED; to include removal of COMED equipment (to include, but limited to transformers and switchgear or sectionalizers). Any temporary COMED utility relocations necessary for construction the Work will be the Contractor's responsibility (to include cost and scheduling).
22. There will be no encroachment of any railroad right of way without an executed right of entry form from the appropriate entity and with the Commissioner's approval. The Contractor must allow 90 days in the baseline schedule for the execution of the right of way entry approval.
23. The Contractor must adhere to FAR Part 139, FAA Advisory Circular 150/5370-2 (latest edition), and Specification M-103 when working within Airport Operations Areas (AOA). Any grading or vegetation disturbance resulting from activities by the Contractor must be restored to prior existing conditions and meet FAR Part 139 standards.
24. The Contractor must restrict equipment heights around active runways in accordance with the FAA Part 77 surface detail as shown in the Drawings. Contractor shall coordinate with Construction Manager/Commissioner of Aviation on exact equipment height limitation for each work area. The Contractor must adhere to the requirements of the FAA 7460-1 Notice of Proposed Construction of Alteration for this Project.
25. Work performed under this Contract must be sequenced in order to accommodate the requirements of other projects and contractors.
26. Hold Pad Road must remain open to traffic at all times. Hold Pad Road will be closed only after Post Office Road (by others) is commissioned. Post Office Road is scheduled for commissioning on August 1, 2014.
27. Existing South Basin Road must remain open to traffic at all times. Existing South Basin Road will be closed only after new South Basin Road is commissioned (this Contract).
28. All AOA fence installed during this Contract shall be removed on or before the completion of Milestone 4. Coordinate this Work with the Commissioner. See GC-200 series sheets in Volume 1 for limits of fence erection and removal.

#### 4.3.1 Notice of Award

The Contractor upon receipt of Notice of Award shall prepare the following submittals, to include, but not limited to:

- Construction Operations Plan per General Conditions Section IV.D.1, within fifteen (15d) from issuance of the Notice of Award;
- Exhibit A, Anticipated Workforce Projection Form per General Conditions Section IV.D.2, within seven calendar days (7d) from issuance for the Notice of Award;
- Source of Materials per General Conditions Section VI.E.2, no later than thirty days (30d) after contract award;
- Key Personnel per General Conditions Section VII.B.1, upon award of the Contract;
- Qualifications of Scheduler per Conditions Section VIII.E.2.b., within five calendar days (5d) after contract award;
- Baseline Schedule per General Conditions Section VIII.E.4.a., within fifteen calendar days (15d) from issuance of the Notice of Award;
- Contract Price Breakdown per General Conditions Section IX.B.1, within fifteen calendar days (15d) from issuance for the Notice of Award;
- Site Specific Safety Program per General Conditions Section XIV.B.1.a., at least thirty calendar days (30d) prior to the start of work; and
- Quality Control Plan per Technical Specifications Section Q-100, Section 1.01.C, to be presented at the pre-Construction Conference.

#### **4.3.2 Notice-to-Proceed**

The Contractor upon receipt of Notice-to-Proceed shall prepare the following submittals, to include, but not limited to:

- Subcontract per General Conditions Section V.C.1, within fifteen days (15d) prior to the effective date stated in the Notice-to-Proceed; and
- FAA form 7460-I per General Conditions Section XV.C.3, on or before the date of the Notice-to-Proceed.

#### **4.3.3 Mobilization**

##### **A. Description of Work**

Substantially complete Mobilization during the Mobilization time period.

##### **B. Restrictions**

Restrictions are as described in Part 3 Specification, Section M-101, Mobilization.

#### **4.3.4. Project Description of Work**

Runway 10R-28L Paving, Lighting and Signing construction consists of all related grading, paving, lighting and signing installations associated with the proposed Runway 10R-28L project. Runway 10R-28L NAVAIDS installation construction will be concurrent with the construction of the runway. Work performed under this Contract must be sequenced in order to accommodate the requirements of these other projects and contractors. The blast pad construction must be coordinated with the NAVAIDS contractor in order to install the Threshold Bars, ALSF-2 Light Bars, Foundations and Ductbanks (see Sheet GC-107).

Upon Notice to Proceed (NTP) work areas that will be available for the Contractor to work are as follows:

Area A, B-1, B-2, B-4

Area C-1 and C-2 will be made available and shall be restricted to AOA Fence installation only.

All remaining work areas (B-3, C-1, C-2, C-3 and D) will be made available to the Contractor on August 1, 2014.

### Anticipated Taxiway Closures

Weekend 56-Hour Closure of Taxiways Y, Y1, Y2 and Y3 for South Basin Access Road connection with Taxiway Y within Area A.

30 Calendar Day Closure of Taxiways K and F within Area A.

30 Calendar Day Closure of Taxiways Y, Y1, Y2, Y3 within Area A. Give way to aborted departures, high wind work restrictions. During high wind weather events the Commissioner may restrict construction areas and not allow the anticipated closures to remain in place, and have the closure barricades removed. The Commissioner will notify the Contractor a minimum of 24 hours in advance of this occurrence. During this occurrence, every calendar day of this restriction will not be counted toward the associated number of scheduled calendar day closures. All Work associated with the high wind weather event restriction shall be paid for under the Operational Impact Allowance.

Upon completion of all anticipated taxiway closures, the Contractor is required to complete all work necessary to open the taxiway to air traffic including, but not limited to, PCC and bituminous pavements, taxiway edge lights and taxiway pavement markings.

45 Calendar Day Closure of Taxiway ZZ within Area B4.

#### 4.3.5 Milestone 1

Substantially Complete AOA fence as indicated on plan sheet GC-202 for the commissioning of the Post Office Road Tunnel (by others) on or before July 31, 2014. Substantially Complete all work associated with bringing the Runway 10R and 28L Blast Pads to finished bituminous base course elevation.

##### A. Description of Work

This work consists of installing AOA fence to secure the existing Post Office Road Tunnel and completing the Runway 10R and 28L Blast Pads to finished bituminous base course elevation. Work includes, but is not limited to, grading, underdrain, bituminous concrete pavement.

##### B. Restrictions

See Restrictions listed under 4.3.

##### C. Substantial Completion of Milestone 1

Substantially Complete AOA fence as indicated on plan sheet GC-202 for the commissioning of the Post Office Road Tunnel (by others) on or before July 31, 2014. Substantially Complete all work associated with bringing the Runway 10R and 28L Blast Pads to finished bituminous base course elevation.

#### 4.3.6 Milestone 2

Substantially Complete all sections of the new South Basin Access Road on or before September 15, 2014



**A. Description of Work**

This Work includes, but is not limited to, construction of the Temporary by-pass for South Vault Road, all grading, utility work, installing the complete pavement section, topsoil, seed and mulch to Substantially Complete the South Basin Access Road.

**B. Restrictions**

See Restrictions listed under 4.3.

Two lanes of traffic must be available at all times on South Vault Road until August 1, 2014, except single lane, daily closures will be allowed prior to August 1, 2014 for constructing the Temporary South Vault Road by-pass.

**C. Substantial Completion of Milestone 2**

Substantially Complete new South Basin Access Road by September 15, 2014

**4.3.7 Milestone 3**

Substantially Complete all work within the Taxiway K, Taxiway Y and Taxiway F object free areas (OFA) by November 1, 2014

**A. Description of Work**

During Closure A, the northern half of existing Taxiway K and F will be used as an alternate ARFF route and shall be open to fire and rescue vehicles at all times. The Contractor shall be restricted from the ARFF route at all times.

After the completion of the Work required during Closure A and B (see Sheets GC-103 and 104), the existing AOA fence is to be relocated west as shown in GC-203.

Old Lott Lane must remain open to ARFF traffic at all times. Upon commissioning the new South Basin Access Road and upon written notice from the Commissioner, Old Lott Lane will be taken out of service.

56 Hour Weekend Closure – Complete all work associated with the South Basin Access Road connection at existing Taxiway Y, including grading, drainage, marking, and signage.

30 Day Closure – Complete all work associated with proposed taxiway connections at existing Taxiway K and Taxiway F inside the taxiway OFA.

This closure will require temporary edge lights along the closed taxiways for existing Taxiways K, F and Y.

Two ARFF routes must be maintained at all times.

During Closure B when the Contractor is working, the Contractor must have personnel available to remove and replace the barricades on Taxiways Y1 and Y2 as required by the Commissioner.

30 Day Closure – Substantially Complete all Work associated with the proposed taxiway connection at existing Taxiway Y1 inside the Taxiway Y OFA (see Milestone 3).

This closure will not require temporary edge lights along Taxiways Y, Y1 or Y2.

**B. Restrictions**

See Restrictions listed under 4.3.

**C. Substantial Completion of Milestone 3**

Substantially Complete all work within the Taxiway K, Taxiway Y and Taxiway F OFA by November 1, 2014

**4.3.8 Milestone 4**

Substantially Complete all work within the commissioning area, including Punch List, by May 29, 2015

**A. Description of Work**

Work in the commissioning area, including punchlist, must be Substantially Complete by May 29, 2015 (see Milestone 4).

The commissioning area limits overlap with other work areas outlined on the overall Construction Phasing Plan, and will have been Substantially Complete prior to the completion of Milestone 5. All Work and access to the commissioning area shall not be allowed after May 29, 2015. It is required that the Contractor complete all punchlist work in the commissioning area prior to May 29, 2015.

All Contractor-installed (AOA) fence must be removed on or before May 29, 2015. Coordinate this removal with the Commissioner.

**B. Restrictions**

See Restrictions listed under 4.3.

All access to the project after May 29, 2015 and the entire project will be AOA restricted and the Contractor shall access the project through Guard Post 5 and CVIA only.

**C. Substantial Completion of Milestone 4**

Substantially Complete all work within the commissioning area, including Punch List, by May 29, 2015

**4.3.9 Milestone 5**

Substantially Complete all Work, excluding Punch List by, October 15, 2015.

**A. Description of Work**

Substantially Complete all Work, excluding punch list.

**B. Restrictions**

See Restrictions listed under 4.3.

**C. Substantial Completion of Milestone 5**

Substantially Complete all Work, excluding Punch List, by October 15, 2015.

#### 4.4 LIQUIDATED DAMAGES FOR DELAY

Per the General Conditions, Article VIII.A4., of the Contract Documents, liquidated damages shall be assessed as follows:

| MILESTONE   | AMOUNT OF LIQUIDATED DAMAGES |
|-------------|------------------------------|
| Milestone 1 | \$400.00 per calendar day    |
| Milestone 2 | \$400.00 per calendar day    |
| Milestone 3 | \$4,000.00 per calendar day  |
| Milestone 4 | \$20,000.00 per calendar day |
| Milestone 5 | \$5,500.00 per calendar day  |

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 reached substantial completion and the Commissioner shall have accepted the work.

**NOTE: In accordance with Part Three, Technical Specifications N-100: Night construction in the active runway and taxiway safety area is work to be accomplished between the hours of 10:30 PM and 6:00 AM. Failure to restore active runway and taxiway safety areas to full operational capability by 6:00 AM will result in assessment of Liquidated Damages as follows:**

**\$10,000.00 for the first 15 minutes (or increments of) beyond 6:00 AM.**

**\$5,000.00 for every 15 minutes (or increments of) thereafter.**

**The official time will be determined by the Commissioner.**

**Night Work Liquidated Damages are independent of Liquidated Damages by Phase.**

The Contractor will be liable to an assessment of \$10,000 per each and every occurrence where an employee or piece of equipment is within the restricted zones or Taxiway or Runways without permission of the Commissioner. These assessments will be deducted from monies owed to the Contractor under this contract. In addition, any fines levied by the FAA or the Airport Authority due to improper conduct by the Contractor will be forwarded to the Commissioner for payment by the Contractor.

The duration from midnight to midnight will be counted as one day and the last day counted will be the day on which the Contractor shall have reached substantial completion and the Commissioner shall have accepted the work.

#### 4.5 WEATHER DAYS

No additional time will be granted for weather delays associated with this contract. All Work must be completed within the time period indicated in this section. However, weather events, which are exceptionally irregular, are excluded. An exceptional weather event shall be defined as an event that prevents work on one (1) or more Critical Path activities for eleven (11) or more consecutive planned workdays. Planned workdays shall be indicated on the two-week look-ahead schedule required in Article VIII of the General Conditions. The eleventh (11<sup>th</sup>) consecutive planned workday prevented from occurring by an exceptional irregular weather event shall be grounds for requesting a time extension for that day in accordance with General Conditions Article VIII.B.4.b.

#### **4.6 WINTER SUSPENSION**

The Winter Suspension period for the Contract is December 1 through March 1. During this time period, the Contractor will not be required to work. However, with written approval from the Commissioner, the Contractor will be allowed to work in accordance with the requirements specified in Part Two – General Conditions, Article VIII, paragraphs H and I. The construction phase durations in the Contract will not be impacted by the Contractor's decision to work during the Winter Suspension period. Work performed during the Winter Suspension period will not be eligible for consideration for weather delay. The time durations specified for any and all phases and milestones will not be extended as a result of Winter Suspension. In preparing the Contractor's Baseline Schedule, the Contractor must reflect the above anticipated Winter suspension period.

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

The undersigned, hereby acknowledges having received **Specification No. 120359** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** \_\_\_\_\_, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

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

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

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

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

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

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

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

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

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

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

**PROPOSAL TO BE EXECUTED BY A PARTNERSHIP**

The undersigned, hereby acknowledges having received **Specification No. 120359** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)**, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Seal)  
Notary Public Signature  
Commission Expires: \_\_\_\_\_

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

The undersigned, hereby acknowledges having received **Specification No. 120359** 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 her e)** \_\_\_\_\_, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

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

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

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

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

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

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

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

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

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

## PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received **Specification No. 120359** 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 her e)** \_\_\_\_\_, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**PROPOSAL ACCEPTANCE**

**Contract Number:** \_\_\_\_\_  
**Specification Number:** \_\_\_\_\_  
**Vendor Name:** \_\_\_\_\_  
**Total Amount (Value):** \_\_\_\_\_  
**Fund Chargeable:** \_\_\_\_\_

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

CITY OF CHICAGO

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

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

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

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

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

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

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

A Bidder that does not file an electronic EDS prior to the bid opening will be found non-responsive and its bid will be rejected unless a paper EDS and written justification is submitted with the bid as described above. Paper EDS forms may be obtained on the City's website at:  
[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic\\_disclosurestatementse.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementse.html)

## 1.2. **ONLINE EDS WEB LINK**

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

## 1.3. **ONLINE EDS NUMBER**

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

EDS Number: \_\_\_\_\_

## 1.4. **ONLINE EDS CERTIFICATION OF FILING**

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

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

## 1.5. **PREPARATION CHECKLIST FOR REGISTRATION**

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

|  |  |
|--|--|
|  | 1. Invitation number, if you were provided an invitation number. |
|  | 2. EDS document from previous years, if available.               |
|  | 3. Email address to correspond with the Online EDS system.       |
|  | 4. Company Information:  |
|  | a. Legal Name  |
|  | b. FEIN/SSN  |
|  | c. City of Chicago Vendor Number, if available.                  |

|  |  |
|--|--|
|  | d. Address and phone number information that you would like to appear on your EDS documents.   |
|  | e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company. |

**1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION**

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

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

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

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

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

## 1.7. **EDS FREQUENTLY ASKED QUESTIONS**

**Q: Where do I file?**

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

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

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

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

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

**Q: Who is the Applicant?**

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

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

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

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

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

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

A: "Person" means a human being.

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

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

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

|  |  |
|--|--|
|  | manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf. |
|--|--|

**Q: What information is needed to submit an EDS?**

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

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

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

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

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

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

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

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

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

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

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

**Q: Who is the EDS Captain?**

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

**Q: Why do we need EDS Captains?**

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

**Q: Who is the EDS team?**

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

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

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

**Q: How do I complete an Online EDS?**

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

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

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

**Q: How do I attach documents?**

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

**Q: Who can complete an Economic Disclosure Statement online?**

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

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

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

**Q: Will my information be secure?**

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

information.

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

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

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

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

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

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

**Q: Can I save a partially complete EDS?**

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

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

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

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

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

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

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



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

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

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

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LEGAL NAME OF LANDFILL/DISPOSAL SITE:

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

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

PHONE: \_\_\_\_\_

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

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

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

(Revised 6/30/2000)

**SPECIAL CONDITIONS REGARDING DISADVANTAGED  
BUSINESS ENTERPRISE COMMITMENT  
(FHWA, FTA, FAA, and IDOT Funded Construction, Commodities and Supply Contracts)**

**I. POLICY AND TERMS**

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

B. Failure to carry out the commitments and policies set forth in these Special Conditions constitutes a material breach of the contract and may result in the termination of the contract or such remedy as the City deems appropriate.

C. Accordingly, the City has established the following goals for contract participation by DBEs:

Overall DBE Program Goal: 30 percent

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

Contract DBE Participation Goal: 27 percent.

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

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

F. The Contract DBE Participation Goal may be met by the bidder's/proposer's status as DBE, or by joint venture with one or more DBEs, or by subcontracting a portion of the work to one or more DBEs, or by purchasing materials used in the performance of the contract from one or more DBEs or by any combination of the foregoing, as further described in Section V, Counting DBE Participation Toward the Contract DBE Participation Goal.

- G. Bidder/proposer is encouraged to use financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the City as evidence of bidder's/proposer's willingness to do business with DBEs. Information about such institutions is available in the City's DBE Program document. In addition, the Illinois Unified Certification Program (IL UCP) Disadvantaged Business Enterprises Directory is available via the internet at [www.chicago.mwdbe.com](http://www.chicago.mwdbe.com) and in print at the City of Chicago, Bid and Bond Room, City Hall, 121 N. LaSalle, Room 301, Chicago, IL 60602.
- H. In the event of a conflict between these Special Conditions and 49 CFR Part 26, the provisions of 49 CFR Part 26 supersede the Special Conditions.

## II. DEFINITIONS AND USAGE

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

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

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

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- B. Certain terms are used in these Special Conditions to indicate the stage of bidding, proposing or contracting in which certain obligations arise. The term "bidder" means a firm responding to a publicly advertised solicitation by the City for the purchase of goods, work or services; the term "proposer" means a firm responding to a request for proposals by the City for professional or technical services or other procurement not adaptive to competitive bidding; a bidder or proposer becomes a "contractor" after being awarded a contract by the City.
- C. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago, currently the Deputy Procurement Officer of the Office of Business Development.
- D. "Directory" means the IL UCP Disadvantaged Business Enterprises Directory, maintained by the City as well as all IL UCP participating agencies, that identifies all firms eligible to participate as DBEs. The Directory lists the firm's name, address, phone number, date of most recent certification and the type of work the firm has been certified to perform as a DBE. The City revises the Directory on a monthly basis. The Directory is available via the internet on the City's web site at [www.chicago.mwdbe.com](http://www.chicago.mwdbe.com), and in print at the City of Chicago, Bid and Bond Room 121 N. LaSalle St., Room 301, Chicago, Illinois, 60602. Bidders/proposers are responsible for verifying the current certification status of all proposed DBE firms.
- E. "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern that (i) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, 51 percent of the stock is owned by one or more

such individuals; and (ii) whose management and daily operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

- F. "Joint Venture" means an association between a DBE firm and one or more other firms in which property, capital, efforts, skill and knowledge are combined to carry out a single business endeavor engaged in for profit, the DBE is responsible for a distinct, clearly defined portion of the work of the contract and shares in the capital contribution, control, management, risks and profit commensurate with its ownership interest in the joint venture.

### III. THIRD PARTY CHALLENGES TO ELIGIBILITY OF DBE FIRM

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

### IV. JOINT VENTURES

Bidders/proposers may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or among one or more DBE firms and non-DBE firms.

A joint venture is eligible if, and only if all of the following requirements are satisfied:

- a. The DBE venturer(s) share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest
- b. The DBE venturer(s) is responsible for a distinct, clearly defined portion of the work of the contract, commensurate with its ownership interest in the joint venture
- c. The DBE venturer(s) actually performs with its own forces using its own equipment, work equal to at least 50% of the value of its ownership of the joint venture

The Contract Compliance Administrator will evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed Joint Venture, and all related documents to determine whether these requirements have been satisfied. In addition, the Contract Compliance Administrator will consider the record of joint venturers relative to work performed as joint venturers on City of Chicago contracts. The decision of the Contract Compliance Administrator regarding eligibility of the Joint Venture is final.

Note: Credit for participation by DBEs in joint ventures with non-DBEs does not require a minimum participation of 51 percent in venture ownership and control on the part of the DBE in order for the joint venture to receive credit towards the Contract DBE Participation Goal. An ownership interest in the venture by the DBE may be counted toward the Contract DBE Participation Goal in a pro rata fashion as indicated below (*see* Section V, Counting DBE Participation Toward the Contract DBE Participation Goal).

DBE/non-DBE joint ventures are creditable on either the prime or the subcontractor level and are otherwise subject to federal, state and City contract limitations restricting second tier subcontracting. (This paragraph is not applicable to FHWA-funded projects.)

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

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## V. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT DBE PARTICIPATION GOAL

A contractor (and bidders/proposers in their bids and proposals) may count only the following toward the Contract DBE Participation Goal and should report only the following to the Contract Compliance Administrator:

- A. The value of the work actually performed by a DBE, as described below:
  - 1. For construction contracts and contracts not involving bona fide services (as described in Section V.A.2. below):

The entire amount of that portion of a contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
  - 2. For contracts involving the provision of bona fide services (such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract):

The entire amount of fees or commissions charged by a DBE for providing a bona fide service, provided that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The determination of whether the fee is reasonable and not excessive will be made by the City.
  - 3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the Contract DBE Participation Goal only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the Contract DBE Participation Goal.
- B. Joint Venture: When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces is counted towards the Contract DBE Participation Goal.
- C. Commercially Useful Function: Expenditures to a DBE contractor only if the DBE is performing a "commercially useful function" on that contract. The term "commercially useful function" is described in 49 CFR 26.55(c).
- D. Materials and Supplies: Regarding expenditures with a DBE for materials or supplies:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will be credited towards DBE participation. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described in the specifications.
  2. If the materials or supplies are purchased from a DBE “regular dealer,” as that term is described in 49 CFR 26.55(e)(2), only 60 percent of the cost of the materials or supplies will be credited towards DBE participation.
- E. Trucking Firms: If the DBE manages and supervises the entire trucking operation for which it is responsible on a particular contract and the DBE itself owns and operates at least one fully licensed, insured and operational truck used on the contract and all leased trucks display the name and identification number of the DBE, then:
1. The total value of the transportation services a DBE provides on the contract using trucks it owns, insures and operates using drivers it employs.
  2. The total value of the transportation services a DBE provides on the contract using trucks leased from another DBE trucking firm, including an owner-operator who is certified as a DBE trucking firm, but only if the lease indicates that the DBE lessee has exclusive use of and control over the truck, or, if the truck is used for work for others with the DBE lessee’s consent, then the lease must give the DBE lessee absolute priority over its use.
  3. Only the value of the fee or commission the DBE receives under a lease arrangement with non-DBE firms for the lease of trucks used to provide transportation services on the contract but only if the lease indicates that the DBE has exclusive use of and control over the truck, or, if the truck works for others with the DBE’s consent, then the lease must give the DBE absolute priority over its use.
- F. Firm Not Currently Certified: If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26, subpart D, at the time of execution of the contract, do not count or report the firm's participation, except as provided in 49 CFR 26.87(i).
- G. Firm Whose Eligibility Has Been Removed: Do not report the dollar value of work performed under a contract with a firm after it has ceased to be certified.
- H. Payment: Do not report the participation of a DBE subcontractor until the amount to be counted toward the goal has been paid to the DBE.

## VI. PROCEDURE TO DETERMINE BID COMPLIANCE

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

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

Where the bidder’s/proposer’s DBE proposal includes the participation of any DBE as a joint venturer prime or subcontractor, the bidder/proposer must submit, together with its bid, a Schedule B: Affidavit of DBE/Non-DBE Joint Venture with an attached copy of the joint venture agreement proposed among the parties.

The Schedule B, in conjunction with the joint venture agreement, must clearly evidence that each DBE venturer will be responsible for a distinct, clearly defined portion of the work to be performed, and that each DBE firm's responsibilities are commensurate with its ownership interest. In order to demonstrate the DBE venturer's share in the capital contribution, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces; (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

The Schedule B and the joint venture agreement must clearly evidence the commitment of the DBE venturer to actually perform (with its own forces and equipment) work equal to at least 50 percent of the value of its ownership of the joint venture. Only the amount of actual work performed by the DBE venturer is credited to the DBE Participation Goal.

**B. Schedule C: Letter of Intent to Perform as a Subcontractor, Subconsultant or Supplier**

A Schedule C, executed by the DBE firm (or Joint Venturer) must be submitted by the bidder/proposer for each DBE included on its Schedule D. Each Schedule C must accurately detail the work to be performed by the DBE firm and the agreed rates and prices to be paid. Each Schedule C must specify the percentage of the dollar value of the DBE's subcontract that will be sublet to non-DBE and DBE contractors and be signed and dated by the DBE. Failure to submit any Schedule C as required by this Section will result in a Chief Procurement Officer's determination that a bid or proposal is "non-responsive." The Chief Procurement Officer has the discretion to apply additional suitable sanctions against any bidder/proposer who fails to comply with these requirements. Appropriate sanctions may include, without limitation, forfeiture of the bidder's/ proposer's bid deposit, rejection of the bidder's/ proposer's bid, or suspension of the bidder's/proposer's eligibility to enter into future contracting opportunities with the City.

**C. Schedule D: Affidavit of Prime Contractor Regarding DBEs**

Bidders must submit, together with the bid, and proposers must submit at the time specified in the request for proposals, a completed Schedule D committing them to the utilization of each listed DBE firm (*but see*, Section VII, Good Faith Efforts). The Schedule D must include the name, address, description of the work to be performed and dollar amount participation of each DBE subcontractor, supplier or consultant.

The bidder/proposer must use "Good Faith Efforts," as that term is described in Section VII to meet the Contract DBE Participation Goal (i.e., the specific dollar amount of participation by each DBE firm included on its Schedule D). The total dollar commitment to proposed DBE firms should equal the Contract DBE Participation Goal. Bidders are responsible for calculating the dollar equivalent of the Contract DBE Participation Goal as a percentage of their total base bid or proposal.

All commitments made by the bidder's/proposer's Schedule D must conform to those presented in the submitted Schedule Cs. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any DBE in order to achieve the conformity between the Schedules C and D.

D. Schedule F: Report of Subcontractor Solicitations

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

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

E. Letters of Certification

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

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**NOTICE: Failure to submit the following information at the time of bid opening or submission of proposals will render the bid or proposal non-responsive: the names and addresses of DBE firms that will participate in the contract (Schedule D), a description of the work that each DBE will perform (Schedule D), the dollar amount of the participation of each DBE firm participating (Schedule D), written documentation of the bidder/proposer's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal (Schedule D), written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment (Schedule C), affidavit of joint venture when a DBE participates in the contract for DBE credit as a joint venturer (Schedule B), report on all subcontractors solicited for participation in the contract (Schedule F) and if the Contract goal is not met, evidence of good faith efforts, as set out in Section I.**

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- F. The submittals must have all blank spaces on the Schedule pages applicable to the subject specification filled in correctly.
- G. Agreements between a bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.
- H. During the period before award, the submitted documentation will be evaluated. As required under 49 CFR 26.109(c), all participants in the DBE Program, including the bidder/proposer, must give, upon request, earnest and prompt cooperation to DOT, the City's Chief Procurement Officer and/or Contract Compliance Administrator or his or her authorized delegate in submitting to interviews that may be necessary, or in allowing entry to places of business or in providing further documentation, or in soliciting the cooperation of a proposed DBE in providing such assistance. A bid or proposal may be treated as non-responsive by reason of the determination that the bidder/proposer was found to be unresponsive or uncooperative when asked for further information about the proposal, or that false statements were made in the Schedules.
- I. Bidders/proposers will not be permitted to modify their DBE proposal except as permitted to do so by the City. All terms and conditions stipulated for prospective DBE sub-contractors or suppliers therefore should be satisfactorily negotiated prior to the submission to the City of the bidder's/proposer's DBE commitment as part of the DBE proposal. If circumstances arise, where a proposed DBE becomes no longer available, the process described in Section IX, DBE Substitutions, should be followed.



- J. When necessary in the interest of time, the City may treat a bid or proposal as non-responsive instead of granting extended time for a bidder/proposer to replace DBEs named in the DBE proposal that are later determined to be ineligible or unavailable.

## VII. GOOD FAITH EFFORTS

- A. In order for the bidder's bid to be responsive, at the time of the bid opening the bidder must demonstrate it has made Good Faith Efforts to meet the Contract DBE Participation Goal. Proposers likewise must make the required demonstration by the time specified in the request for proposals. In both cases, the demonstration is made in the form of the documentation described in Section VII.B. The bidder/proposer can demonstrate it has made Good Faith Efforts to meet the Contract DBE Participation Goal either by:
  - 1. Meeting the Contract DBE Participation Goal, as provided in these Special Conditions, and documenting commitments for participation by DBE firms sufficient for this purpose; or
  - 2. Documenting, in the manner described below, adequate Good Faith Efforts to meet Contract DBE Participation Goal. This means bidders must submit with their bids, and proposers at the time specified in the request for proposal, documentation to show that it took all necessary and reasonable steps to achieve the Contract DBE Participation Goal or other requirements of 49 CFR Part 26, Appendix A, which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the bidder/proposer was not fully successful. The following are examples of documented actions the Contract Compliance Administrator may consider to determine whether the bidder/proposer made Good Faith Efforts:
    - a. Soliciting through all reasonable and available means (e.g., attendance at pre-bid or pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
    - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the Contract DBE Participation Goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even where the prime contractor might otherwise prefer to perform these work items with its own forces.
    - c. Providing interested DBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
    - d. Negotiating in good faith with interested DBEs. It is the bidder's/proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected

for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's/proposer's failure to meet the Contract DBE Participation Goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract within its own organization does not relieve the bidder/proposer of the responsibility to make Good Faith Efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBE's standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's/proposer's efforts to meet the Contract DBE Participation Goal.
  - f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the City or the bidder/proposer.
  - g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - h. Effectively using the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- B. The following 10 types of documentation, as applicable to the situation, will be considered by the Contract Compliance Administrator in determining whether the bidder/proposer has made Good Faith Efforts to meet the Contract DBE Participation Goal. The documentation must be submitted at the time of bid opening or submission of proposals or the bid/proposal will be deemed non-responsive.
- 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified DBE firms. Include copies of attendance logs from pre-bid meetings, advertisements and written notices, as applicable.
  - 2. A listing of all DBE firms contacted that includes:
    - a. names, address and telephone numbers of DBE firms solicited;
    - b. date and time of contact;
    - c. method of contact (written, telephone, facsimile transmittal, etc.)
    - d. name of the person contacted.
  - 3. Copies of letters or any other evidence of mailing that substantiates outreach to DBE vendors that includes:
    - a. project identification and location;
    - b. classification/commodity of work items for which quotations were sought;

- c. date, item and location for acceptance of subcontractor bid proposals;
  - d. detailed statement which summarizes direct negotiations with appropriate DBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
  - e. affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve the Contract DBE Participation Goal by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on DBE subcontractors for the type of work that was solicited.
4. Copies of proposed plans for selecting portions of the work to be performed by DBEs in order to increase the likelihood that the Contract DBE Participation Goal will be achieved.
  5. Evidence that the bidder/proposer negotiated in good faith with interested DBEs.
  6. Evidence that the bidder/proposer did not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
  7. Evidence that the bidder/proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance, as required by the City or the bidder/proposer.
  8. Evidence that the bidder/proposer made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
  9. Evidence that the bidder/proposer has provided timely notice of the need for subcontractors to at least 50 percent of the DBEs listed in the City's Directory as being certified in the applicable Areas of Speciality. Proof of notification (e.g. certified mail receipt or facsimile transmittal receipt) prior to the date a proposer's DBE proposal is due is required for any proposal to be deemed responsive; the proof of notification must be dated prior to the date of bid submittal for any bid submitted to be deemed responsive on the date of bid opening. The Contract Compliance Administrator may contact the certified DBEs for verification of notification.
  10. Evidence that subcontractor participation is excessively costly. Subcontractor participation will be deemed excessively costly when the DBE subcontractor proposal exceeds the average price quoted by more than 15 percent. In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information at bid opening and proposers at the time specified in the request for proposals:
    - a. A detailed statement of the work identified for DBE participation for which the bidder/proposer asserts the DBE quote(s) were excessively costly (in excess of 15 percent higher).
      - (1) a listing of all potential subcontractors contacted for a quotation on that work item;
      - (2) prices quoted for the subcontract in question by all such potential subcontractors for that work item.

- b. Other documentation that demonstrates to the satisfaction of the Contract Compliance Administrator that the DBE proposals are excessively costly, even though not in excess of 15 percent higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
  - (1) the City's estimate for the work under a specific subcontract;
  - (2) the bidder/proposer's own estimate for the work under the subcontract;
  - (3) an average of the bona fide prices quoted for the subcontract;
  - (4) demonstrated increase in other contract costs as a result of subcontracting to the DBE or other firm.

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

C. Administrative Reconsideration

1. The Contract Compliance Administrator makes the initial determination regarding a bidder's/proposer's responsiveness based upon his or her review of the documentation. Within five days of being informed by the City that it is not responsive because it has not documented sufficient Good Faith Efforts, a bidder/proposer may request administrative reconsideration. Bidder/proposer should make this request in writing to the following reconsideration official:

Chief Procurement Officer  
Department of Procurement Services  
Attention: Contract Monitoring and Compliance Unit  
City Hall  
Room 403  
121 N. LaSalle Street  
Chicago, IL 60602

The Chief Procurement Officer will not have played any role in the Contract Compliance Administrator's determination that the bidder/proposer did not make or timely document sufficient Good Faith Efforts.

2. As part of this reconsideration, the bidder/proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the Contract DBE Participation Goal or made adequate good faith efforts to do so. The bidder/proposer will have the opportunity to meet in person with the Chief Procurement Officer to discuss the issue of whether it met the Contract DBE Participation Goal or made adequate good faith efforts to do. The City will send the bidder/proposer a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the Contract DBE Participation Goal or make adequate good faith efforts to do so.

## VIII. REPORTING

- A. The bidder/proposer must, within five working days of receiving the awarded contract, execute formal subcontracts or purchase orders with the DBEs that were proposed, all in accordance with the terms of the bidder's/proposer's bid proposal and DBE assurances, and must promptly submit to the City a copy of the DBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the DBE.

- B. During the life of the project, the bidder/proposer must submit partial and final waivers of lien from DBE subcontractors that are drawn up to show the true, cumulative dollar amount of subcontractor payments made to date. In cases where waivers of lien are not available, the Contract Compliance Administrator may deem other documentation appropriate for submittal.
- C. The bidder/proposer must file regular DBE utilization reports, on Purchases Form DBE Status - 1 entitled "Status Report of DBE (Sub)Contract Payments," according to the following procedure: at the time of signing each monthly payment voucher ("Summary of Estimate"), the bidder/proposer must present the notarized DBE Status form executed to reflect the current status of effective and projected payments to DBEs. The current voucher will not be submitted to the City Comptroller for payment until the current DBE Status form has been presented.

## **IX. DBE SUBSTITUTIONS**

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

The bidder/proposer must give the Contract Compliance Administrator reasons that justify the bidder's/proposer's terminating a DBE, reducing the scope of work to be performed by a DBE, or decreasing the price to a DBE. The substitution procedure will be as follows:

1. The bidder/proposer must notify the Contract Compliance Administrator immediately in writing of an apparent necessity to reduce or terminate a DBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the Contract DBE Participation Goal.
2. The bidder's/proposer's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: a committed DBE was found not to be able to perform, or not to be able to perform on time; a committed DBE was found not to be able to produce acceptable work; a committed DBE was discovered later to be not bona fide; a DBE committed at a given price later demands an unreasonable escalation of price; and, the work to be performed by the DBE under the bidder's/proposer's contract with the City is terminated or reduced.

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

3. The bidder's/proposer's notification should include the name, address and principal official of any proposed substitute DBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same DBE affidavits, documents, and

Letter of Intent which are required of bidders, as enumerated in Section, Procedure to Determine Bid Compliance.

4. The City will evaluate the submitted documentation, and respond within 15 working days to the request for approval of a substitution. The response may be in the form of a request for more information, or a request for an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.
  5. Actual substitution of a replacement DBE to fulfill the Contract DBE Participation Goal may not be made before City approval is given of the acceptability of the substitute DBE. A subcontract with the substitute DBE subcontractor must be executed within five working days following the City's approval, and a copy of the DBE subcontract with signatures of both parties to the agreement should be submitted immediately to the City.
- B. The City will not approve extra payment for escalated costs incurred by the bidder/proposer when a substitution of subcontractors becomes necessary for the bidder/proposer to comply with the Contract DBE Participation Goal.
- C. The Contract Compliance Administrator will make the initial determination of whether the bidder has exercised Good Faith Efforts.

#### **X. NON-COMPLIANCE**

- A. Each of the following constitutes a material breach of this contract and entitles the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity:
1. failure to make good faith efforts to satisfy the Contract DBE Participation Goal proposed by the bidder/proposer and accepted by the City; and
  2. the contractor, a subcontractor or supplier is disqualified as a DBE, where the status was a factor in the contract award and was misrepresented by the contractor.

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

- B. The contractor's failure to comply with the Contract DBE Participation Goal proposed by the bidder/proposer and accepted by the City, or failure to comply with the provisions of Section IX, DBE Substitutions, will entitle the affected DBEs to recover from the contractor damages suffered by these DBEs as a result of such under- or non-utilization, but this provision will not apply to the extent the under- or non-utilization occurs pursuant to Good Faith Efforts approved by the City. *See* Section XI, Arbitration.
- C. For contracts funded in whole, or in part, by Federal Highway Administration, Federal Transit Administration, Illinois Department of Transportation: When the contract requirements are completed, in the event that the City has determined that the bidder/proposer failed to comply with the Contract DBE Participation Goal proposed by the bidder/proposer and accepted by the City, the City will thereby be damaged in the failure to provide the benefit of participation to

DBEs to the degree set forth in the Special Conditions. Therefore, in such case of non-compliance, the City will deduct as liquidated damages cumulative amounts computed as follows:

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

## **XI. ARBITRATION (FAA Funded Contracts)**

- A. The contractor hereby agrees that any disputes between the contractor and any affected DBE regarding damages as a result of contractor's under- or non-utilization of the DBE on any contract funded, in whole or in part, by the Federal Aviation Administration may, at the sole discretion of the DBE, be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing DBE in accordance with applicable City regulations. This provision is intended for the benefit of any DBEs affected by under- or non-utilization and grants them specific third party beneficiary rights. In cases where deemed appropriate by the Contract Compliance Administrator, notification of a dispute by the affected DBE or prime contractor may lead to the withholding of final contract payouts until the City receives a copy of the final arbitration decision. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including those contained in a subcontract, suborder or communicated orally between a contractor and a DBE.
- B. If requested by the DBE, the DBE has the right to arbitrate. A DBE desiring to arbitrate must contact the contractor in writing to initiate the arbitration process. Except as otherwise agreed to in writing by the affected parties, subject to the limitation contained in the last sentence of the previous paragraph, within 10 days of the contractor receiving notification of the intent to arbitrate from the DBE the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 1840, Chicago, Illinois 60601-7601, Phone: (312) 616-6560; Fax: (312) 819-0404. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the DBE; the arbitrator, however, is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing DBE.
- D. The DBE must send the City a copy of the "Demand for Arbitration" within 10 days after it is filed with the AAA. The DBE also must send the City a copy of the decision of the arbitrator within 10 days of receiving the decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## **XII. RECORD KEEPING**

The contractor must maintain records of all relevant data with respect to the utilization of DBEs, retaining these records for a period of at least five years after final acceptance of the work. The contractor grants full access to these records to the City, Federal or State authorities in this project, the U.S. Department of Justice, or any of their duly authorized representatives.

### XIII. RESOURCE AGENCIES

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

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

S.B.A. - Bond Guarantee Program  
Surety Bonds  
500 W. Madison Street, Suite 1250  
Chicago, Illinois 60601  
Attention: Carole Harris  
(312) 353-4003

S.B.A. - Procurement Assistance  
500 W. Madison Street, Suite 1250  
Chicago, Illinois 60601  
Attention: Robert P. Murphy, Dir. of Government Contracting  
(312) 353-7381

Project information; general DBE information; Directory of local and out-of-state construction and design DBEs:

City of Chicago  
Department of Procurement Services  
Office of Vendor Relations  
City Hall, Suite 806  
Chicago, Illinois 60602  
Attention: Monica Jimenez  
(312) 744-4900

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago  
Department of Procurement Services  
Office of Business Development  
City Hall, Suite 806  
Chicago, Illinois 60602  
Attention: Monica Jimenez  
(312) 744-4900

Department of Procurement Services general information on our website:

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

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

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

Chicago Minority Business  
Development Council  
One East Wacker Drive, Suite 1200  
Chicago, Illinois 60601  
Attention: Tracye Smith  
(312) 755-8880



#### **XIV. PRIME CONTRACTOR ASSISTANCE**

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

- A. Developing solicitations of sub-contract bids so as to increase potential DBE participation. This can take the form of breaking down large subcontracts into smaller ones, and of issuing notice of solicitations in a timely manner.
- B. Providing technical assistance and guidance in the bidding, estimating and scheduling processes.
- C. Considering purchasing supplies and/or leasing the required equipment for a job, then subcontracting only for the expertise required to perform the work.
- D. Providing accelerated payments or establishing pro-rated payment and delivery schedules so as to minimize cash flow problems faced by small firms.
- E. Providing, waiving or reducing subcontractor bonding requirements; allowing stage bonding (bonding carried over from one project stage to the next).
- F. Providing a pre-bid conference for potential sub-contractors.

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

#### **XV. EQUAL EMPLOYMENT OPPORTUNITY**

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

**-END-**

**Alliance of Business Leaders & Entrepreneurs (ABLE)**

150 N. Michigan Ave. Suite 2800  
Chicago, IL 60601  
Phone: (312) 624-7733  
Fax: (312) 624-7734  
Web: [www.ablechicago.com](http://www.ablechicago.com)

**Alliance of Minority and Female Contractors**

c/o Federation of Women Contractors  
5650 S. Archer Avenue  
Chicago, IL 60638  
Phone: (312) 360-1122  
Fax: (312) 360-0239

**American Brotherhood of Contractors Business Development Center**

11509 S. Elizabeth  
Chicago, IL 60643  
Phone: (773) 928-2225  
Fax: (773)928-2209  
Web: [www.american-brotherhood.org](http://www.american-brotherhood.org)

**Asian American Institute**

4753 N. Broadway St. Suite 904  
Chicago, IL 60640  
Phone: (773) 271-0899  
Fax: (773) 271-1982  
Web: [www.aaichicago.org](http://www.aaichicago.org)

**Association of Asian Construction Enterprises**

333 N. Ogden Avenue  
Chicago, IL 60607  
Phone: (847) 525-9693  
Email: [nakmancorp@aol.com](mailto:nakmancorp@aol.com)

**Black Contractors United**

400 W. 76<sup>th</sup> Street, Suite 200  
Chicago, IL 60620  
Phone: (773) 483-4000  
Fax: (773) 483-4150  
Web: [www.blackcontractorsunited.com](http://www.blackcontractorsunited.com)

**Chatham Business Association Small Business Development, Inc.**

8441 S. Cottage Grove Avenue  
Chicago, IL 60619  
Phone: (773)994-5006  
Fax: (773)994-9871  
Web: [www.cbaworks.org](http://www.cbaworks.org)

**Chicago Area Gay & Lesbian Chamber of Commerce**

3656 N. Halsted  
Chicago, IL 60613  
Phone: (773) 303-0167  
Fax: (773) 303-0168  
Web: [www.glchamber.org](http://www.glchamber.org)

**Chicago Minority Supplier Development Council, Inc.**

105 W. Adams, Suite 2300  
Chicago, IL 60603-6233  
Phone: (312) 755-8880  
Fax: (312) 755-8890  
Web: [www.chicagomsdc.org](http://www.chicagomsdc.org)

**Chicago Urban League**

4510 S. Michigan Ave.  
Chicago, IL 60653  
Phone: (773) 285-5800  
Fax: (773) 285-7772  
Web: [www.cul-chicago.org](http://www.cul-chicago.org)

**Cosmopolitan Chamber of Commerce**

203 N. Wabash, Suite 518  
Chicago, IL 60601  
Phone: (312) 499-0611  
Fax: (312) 332-2688  
Web: [www.cosmochamber.org](http://www.cosmochamber.org)

**Federation of Women Contractors**

5650 S. Archer Avenue  
Chicago, IL 60638  
Phone: (312) 360-1122  
Fax: (312) 360-0239  
Web: [www.fwcchicago.com](http://www.fwcchicago.com)

**Hispanic American Construction Industry Association (HACIA)**

901 West Jackson Boulevard, Suite 205  
Chicago, IL 60607  
Phone: (312) 666-5910  
Fax: (312) 666-5692  
Web: [www.haciaworks.org](http://www.haciaworks.org)

**Illinois Hispanic Chamber of Commerce**

855 W. Adams, Suite 100  
Chicago, IL 60607  
Phone: (312) 425-9500  
Fax: (312) 425-9510  
Web: [www.ihccbuisness.net](http://www.ihccbuisness.net)

**Latin American Chamber of Commerce**

3512 West Fullerton Avenue  
Chicago, IL 60647  
Phone: (773) 252-5211  
Fax: (773) 252-7065  
Web: [www.latinamericanchamberofcommerce.com](http://www.latinamericanchamberofcommerce.com)

**National Association of Women Business Owners**

Chicago Chapter  
230 E. Ohio, Suite 400  
Chicago, IL 60611  
Phone: (312) 224-2605  
Fax: (312) 6448557  
Web: [www.nawbochicago.org](http://www.nawbochicago.org)

**Rainbow/PUSH Coalition**

International Trade Bureau  
930 E. 50<sup>th</sup> Street  
Chicago, IL 60615  
Phone: (773) 256-2781  
Fax: (773) 373-4104  
Web: [www.rainbowpush.org](http://www.rainbowpush.org)

**Suburban Minority Contractors Association**

1250 Grove Ave. Suite 200  
Barrington, IL 60010  
Phone: (847) 852-5010  
Fax: (847) 382-1787  
Web: [www.suburbanblackcontractors.org](http://www.suburbanblackcontractors.org)

**Uptown Center Hull House**

4520 N. Beacon Street  
Chicago, IL 60640  
Phone: (773) 561-3500  
Fax: (773) 561-3507  
Web: [www.hullhouse.org](http://www.hullhouse.org)

**Women Construction Owners & Executives (WCOE)**

Chicago Caucus  
308 Circle Avenue  
Forest Park, IL 60130  
Phone: (708) 366-1250  
Fax: (708) 366-5418  
Web: [www.wcoeusa.org](http://www.wcoeusa.org)

**Women's Business Development Center**

8 South Michigan Ave., Suite 400  
Chicago, IL 60603  
Phone: (312) 853-3477  
Fax: (312) 853-0145  
Web: [www.wbdc.org](http://www.wbdc.org)

**Chicago Women in Trades (CWIT)**

4425 S. Western Blvd.  
Chicago, IL 60609-3032  
Phone: (773) 376-1450  
Fax: (312) 942-0802  
Web: [www.chicagowomenintrades.org](http://www.chicagowomenintrades.org)

**Coalition for United Community Labor Force**

1253 W. 63<sup>rd</sup> Street  
Chicago, IL 60636  
Phone: (773) 863-0283

**Illinois Black Chamber of Commerce**

331 Fulton Street, Suite 530  
Peoria, IL 61602  
Phone: (309) 740-4430  
Fax: (309) 672-1379  
[www.ilbcc.org](http://www.ilbcc.org)

**Englewood Black Chamber of Commerce**

P.O. Box 21453  
Chicago, IL 60621

**South Shore Chamber, Incorporated**

Black United Funds Bldg.  
1813 E. 71<sup>st</sup> Street  
Chicago, IL 60649-2000  
Phone: (773) 955- 9508

**United Neighborhood Organization (UNO)**

954 W. Washington Blvd., 3<sup>rd</sup> Floor  
Chicago, IL 60607  
Phone: (312) 432-6301  
Fax: (312) 432-0077  
Web: [www.uno-online.org](http://www.uno-online.org)

**National Organization of Minority Engineers**

33 West Monroe Suite 1540  
Chicago, Illinois 60603  
Phone: (312) 425-9560  
Fax: (312) 425-9564  
Web: [www.nomeonline.org](http://www.nomeonline.org)

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

**RETURN RECEIPT REQUESTED**

(Date)

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

(Assist Agency Name and Address)

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

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

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

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

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

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

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

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

Jamie L. Rhee  
Chief Procurement Officer  
Department of Procurement Services  
City of Chicago  
121 N. LaSalle Street, Suite 806  
Chicago, Illinois 60602

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

Sincerely,

\_\_\_\_\_

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

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

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

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

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

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

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

V. Attach a copy of the joint venture agreement. In order to demonstrate the DBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces; (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.  
A. What are the percentage(s) of DBE ownership of the joint venture?  
DBE ownership percentage(s) \_\_\_\_\_  
Non-DBE ownership percentage(s) \_\_\_\_\_  
B. Specify DBE percentages for each of the following (provide narrative descriptions and other details as applicable):  
1. Profit and loss sharing: \_\_\_\_\_  
2. Capital contributions:  
(a) Dollar amounts of initial contribution: \_\_\_\_\_  
(b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

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

- 3. Contributions of equipment (specify types and quantities of equipment to be provided by each venturer):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 5. Provide copies of all written agreements between venturers concerning this project.
- 6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- A. Joint venture check signing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. Authority to enter contracts on behalf of the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. Signing, co-signing and/or collateralizing loans:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Acquisition of lines of credit:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- E. Acquisition and indemnification of payment and performance bonds:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Negotiating and signing labor agreements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- G. Management of contract performance. (identify by name and firm only):
  - 1. Supervision of field operations: \_\_\_\_\_
  - 2. Major purchases: \_\_\_\_\_
  - 3. Estimating: \_\_\_\_\_
  - 4. Engineering: \_\_\_\_\_

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

VIII. Financial Controls of joint venture:

- A. Which firm and/or individual will be responsible for keeping the books of account?  
\_\_\_\_\_
- B. Identify the "managing partner", if any, and describe the means and measure of their compensation:  
\_\_\_\_\_  
\_\_\_\_\_
- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?  
\_\_\_\_\_  
\_\_\_\_\_

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

| Trade | Non-DBE Firm<br>(number of employees) | DBE<br>(number of employees) | Joint Venture<br>(number of employees) |
|-------|---------------------------------------|------------------------------|--|
|       |                                       |                              |  |
|       |                                       |                              |  |
|       |                                       |                              |  |
|       |                                       |                              |  |
|       |                                       |                              |  |
|       |                                       |                              |  |
|       |                                       |                              |  |

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

- A. Are any proposed joint venture employees currently employed by either venturer?  
Currently employed by non-DBE (number) \_\_\_\_\_ Currently employed by DBE \_\_\_\_\_
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:  
\_\_\_\_\_
- C. Which venturer will be responsible for the preparation of joint venture payrolls:  
\_\_\_\_\_





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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

Signature of Notary Public

My Commission Expire: \_\_\_\_\_ (SEAL)

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

**FOR  
CONSTRUCTION  
PROJECTS ONLY**

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

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

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

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

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the DBE proposed scope of work and/or payment schedule, attach additional sheets as necessary:

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

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

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

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

**Partial Pay Items**

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

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

**NOTICE: If any of the DBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Phone)

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

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

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

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

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

\_\_\_\_\_  
(Name of Affiant)

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

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

above signed officer, \_\_\_\_\_,

(Name of Affiant)

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

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

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

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

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

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

Specification Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

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

## DBE/MBE/WBE Utilization Report

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

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

Specification Number: \_\_\_\_\_

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

Purchase Order Number: \_\_\_\_\_

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

Utilization Report Number: \_\_\_\_\_

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

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

In connection with the above-captioned contract:

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

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

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

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

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

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

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

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





### DBE/MBE/WBE Utilization Report

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

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

Signature: \_\_\_\_\_  
(Signature of affiant)

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

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

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

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

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

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

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

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

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

(Seal)



**STATUS REPORT OF DBE (SUB) CONTRACT PAYMENTS**

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

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

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

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

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

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

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

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

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

(Seal)

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

**TRADE OR WORK CLASS**

KEY: J - JOURNEYMAN  
 L - LABORER  
 A - APPRENTICE  
 EMPL - EMPLOYED  
 RES - RESIDENT

**ETHNIC CLASS**

B - BLACK  
 H - HISPANIC  
 A - ASIAN  
 NA - NATIVE AMERICAN  
 O - OTHER

DATE OF SUBMITTAL: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SPECIFICATION NUMBER: \_\_\_\_\_

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, Suite 806, 121 North LaSalle Street, Chicago, IL 60602.

## EXHIBIT B PAY PERIOD CANVASS REPORT

|                    |  |
|--------------------|--|
| <b>Contractor:</b> |  |
| <b>Title:</b>      |  |

|                              |  |
|------------------------------|--|
| <b>Specification Number:</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 D

### DBE REQUIREMENT FOR BIDDER/PROPOSER LIST

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

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Goods or Services: \_\_\_\_\_

Subcontractors (all DBE AND non-DBE subcontractors)

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



**Exhibit D: DBE Requirement for Bidder/Proposer List**

- 3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Goods or Services: \_\_\_\_\_
- 4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Goods or Services: \_\_\_\_\_
- 5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Goods or Services: \_\_\_\_\_
- 6. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Goods or Services: \_\_\_\_\_

*Attach Additional Pages as Needed*

**AFFIDAVIT OF UNCOMPLETED WORK**  
 (Complete this form by either typing or using black ink.)

**PART I. WORK UNDER CONTRACT**

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

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

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

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

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

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

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

**PART III. WORK SUBCONTRACTED TO OTHERS.** List below the work, according to each contract on the preceding page, which you have 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 OF WORK       |   |   |   |   |   |
| SUBCONTRACT PRICE  |   |   |   |   |   |
| AMOUNT UNCOMPLETED |   |   |   |   |   |
| SUBCONTRACTOR      |   |   |   |   |   |
| TYPE OF WORK       |   |   |   |   |   |
| SUBCONTRACT PRICE  |   |   |   |   |   |
| AMOUNT UNCOMPLETED |   |   |   |   |   |
| SUBCONTRACTOR      |   |   |   |   |   |
| TYPE OF WORK       |   |   |   |   |   |
| SUBCONTRACT PRICE  |   |   |   |   |   |
| AMOUNT UNCOMPLETED |   |   |   |   |   |
| SUBCONTRACTOR      |   |   |   |   |   |
| TYPE OF WORK       |   |   |   |   |   |
| SUBCONTRACT PRICE  |   |   |   |   |   |
| AMOUNT UNCOMPLETED |   |   |   |   |   |
| SUBCONTRACTOR      |   |   |   |   |   |
| TYPE OF WORK       |   |   |   |   |   |
| SUBCONTRACT PRICE  |   |   |   |   |   |
| AMOUNT UNCOMPLETED |   |   |   |   |   |

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Signed \_\_\_\_\_  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 My commission expires \_\_\_\_\_



## 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."

**\*RIDER ATTACHED  
CONTRACTORS PERFORMANCE & PAYMENT BOND**

Know All Men By these Presents, That we,

Principal, hereinafter referred to as Contractor, and

,Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing

Contract No. \_\_\_\_\_ and Specification No. 120359 all in conformity with said contract, for,

S P E C I M E N

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

\*The attached rider is incorporated herein by reference.

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

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, cost or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which in anywise result from any injuries to, or death of any person, or damage to any real or personal property, arising or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgment thereon, render against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or



CONTRACTORS PERFORMANCE & PAYMENT BOND

suit shall have given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

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

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

Approved \_\_\_\_\_, 20 \_\_\_\_\_ (Seal)

\_\_\_\_\_  
**Chief Procurement Officer** \_\_\_\_\_ (Seal)

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

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

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

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

(REV. 6/30/2000)

CONTRACTORS PERFORMANCE & PAYMENT BOND

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

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain Contract with the City of Chicago ("City") bearing Contract No. \_\_\_\_\_ and Specification No. **120359** ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

## U.S. DEPARTMENT OF LABOR WAGE RATES

For updates see website at

<http://www.wdol.gov/dba.aspx>

General Decision Number: IL130009 11/08/2013 IL9

Superseded General Decision Number: IL20120009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/04/2013       |
| 1                   | 01/18/2013       |
| 2                   | 03/22/2013       |
| 3                   | 04/05/2013       |
| 4                   | 06/14/2013       |
| 5                   | 06/21/2013       |
| 6                   | 07/26/2013       |
| 7                   | 08/09/2013       |
| 8                   | 08/16/2013       |
| 9                   | 08/23/2013       |
| 10                  | 11/08/2013       |

ASBE0017-001 06/01/2013

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

**ASBESTOS WORKER/INSULATOR**

Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of

mechanical systems.....\$ 46.95      23.85

Fire Stop Technician.....\$ 37.56      22.65

**HAZARDOUS MATERIAL HANDLER**

includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from

mechanical systems.....\$ 35.21      22.65

\* BOIL0001-001 07/01/2013

Rates      Fringes

BOILERMAKER.....\$ 42.13      24.42

BRIL0021-001 06/01/2011

Rates      Fringes

BRICKLAYER.....\$ 39.78      20.80

BRIL0021-004 06/01/2010

Rates      Fringes

Marble Mason.....\$ 39.03      19.90

BRIL0021-006 06/01/2012

Rates      Fringes

TERRAZZO WORKER/SETTER.....\$ 39.37      20.51

TILE FINISHER.....\$ 33.60      15.22

TILE SETTER.....\$ 40.49      16.93

BRIL0021-009 06/01/2009

Rates      Fringes

MARBLE FINISHER.....\$ 29.10      19.90

BRIL0021-012 06/01/2009

Rates      Fringes

Pointer, cleaner and caulker.....\$ 39.20      18.51

CARP0555-001 06/01/2013

Rates      Fringes

CARPENTER

Carpenter, Lather,  
Millwright, Piledriver,  
and Soft Floor Layer.....\$ 42.52      26.77

CARP0555-002 10/01/2012

|  | Rates    | Fringes |
|--|----------|---------|
| CARPENTER (Excluding structures with elevators and structures over 3 1/2 stories)... | \$ 32.12 | 25.47   |

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ELEC0009-003 06/03/2013

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Line Construction     |          |         |
| Groundman.....        | \$ 34.98 | 20.80   |
| Lineman and Equipment |          |         |
| Operator.....         | \$ 44.85 | 26.67   |

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ELEC0134-001 06/04/2012

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 42.00 | 26.75   |

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ELEC0134-002 04/01/1998

|                | Rates    | Fringes   |
|----------------|----------|-----------|
| ELECTRICIAN    |          |           |
| CLASS "B"..... | \$ 20.71 | 2.975+a+b |

**CLASS B SCOPE OF WORK:**

Install magnetic or electronic replacement ballasts either singly or in groups including necessary wiring within fixture; Install replacement lamp holders and/or sockets including necessary wiring within fixture including relocating sockets within fixture; Install replacement lighting circuit breakers where necessary; Install replacement lighting switches where necessary; Repair lighting fixtures other than ballast or socket replacements; Rewire chandeliers or incandescent fixtures only within fixtures themselves.

**FOOTNOTES:**

a-Paid Vacation- Employees who have been employed for one year but less than three years receive 1 week of paid vacation; employees who have been employed three years but less than ten years receive 2 weeks of paid vacation; Employees who have been employed ten years but less than twenty years receive 3 weeks of paid vacation; and employees who have worked twenty or more years receive 4

weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother, other-in-law-; father, father-in-law, sister, brother, husband, wife, or a child of an employee shall receive up to three days of paid funeral leave.

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ELEC0134-003 06/04/2012

Rates Fringes

ELECTRICIAN

ELECTRICAL TECHNICIAN.....\$ 37.50 20.25

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data appatatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

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ELEV0002-003 01/01/2013

Rates Fringes

ELEVATOR MECHANIC.....\$ 49.08 25.185+a+b

FOOTNOTES:

A. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

B. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service; and 6% for 6 months to 5 years of service.

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 \* ENGI0150-006 06/01/2013

Building and Residential Construction

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment |          |         |
| GROUP 1.....              | \$ 46.10 | 30.80   |
| GROUP 2.....              | \$ 44.80 | 30.80   |
| GROUP 3.....              | \$ 42.25 | 30.80   |
| GROUP 4.....              | \$ 40.50 | 30.80   |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant\*; Asphalt Spreader; Autograde\*; Backhoes with Caisson attachment\*; Batch Plant\*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)\*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.\*; Concrete Paver 27E cu ft and Under\*; Concrete Placer\*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes\*; Cranes, Hammerhead\*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling\*; Formless Curb and Gutter Machine\*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes\*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol\*; Pile Drivers amd Skid Rig\*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill\*; Roto Mill Grinder (36" and Over)\*; Roto Mill Grinder (Less Than 36")\*; Scoops-Tractor Drawn; Slip-Form Paver\*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines\*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer



Dragging Machine; Hoists, Tugger Single Drum; Laser Screed;  
 Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)\*;  
 Rollers; Steam Generators; Tractors; Tractor Drawn  
 Vibratory Roller (Receives an additional \$.50 per hour);  
 Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to  
 exceed a total of 300 ft); Air Compressor-Large over 250;  
 Combination-Small Equipment Operator; Generator- Small 50  
 kw and under; Generator-Large over 50 kw; Heaters,  
 Mechanical; Hoists, Inside Elevators (Remodeling or  
 Renovatin work); Hydrualic Power Units (Pile Driving,  
 Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3  
 not to exceed a total of 300 ft); Pumps, Well Points;  
 Welding Machines (2 through 5); Winches, 4 Small Electric  
 Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick  
 Forklifts; Oilers

\*-Requires Oiler

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 \* ENGI0150-025 06/01/2013

Heavy and Highway Construction

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment |          |         |
| GROUP 1.....              | \$ 44.30 | 30.80   |
| GROUP 2.....              | \$ 43.75 | 30.80   |
| GROUP 3.....              | \$ 41.70 | 30.80   |
| GROUP 4.....              | \$ 40.30 | 30.80   |
| GROUP 5.....              | \$ 39.10 | 30.80   |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant\*; Asphalt Heater and Planer  
 combination; Asphalt Heater Scarfire\*, Asphalt Spreader;  
 Autograder/ GOMACO or similar; ABG Paver\*, Backhoes with  
 Caisson attachment\*, Ballast Regulator, Belt Loader\*;  
 Caisson Rigs\*Car Dumper, Central Redi-Mix Plant\*,  
 Combination Backhoe; Front End Loader Machine (1 cu yd or  
 over Backhoe bucket or with attachments); Concrete Breaker  
 (truck mounted); Concrete Conveyor; Concrete Paver over 27E  
 cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all  
 attachments\*; Cranes, Hammerhead, Linden, Peco and machines  
 of a like nature\*; Creter Crane; Crusher, stone; All

Derricks; Derrick Boats; Derricks, traveling\*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges\*; Field Mechanic Welder; Formless Curb and Gutter Machine\*; Gradall and machines of a like nature\*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes\*; Backhoes with Shear attachments\*; Mucking Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engines); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

GROUP 2: Batch Plant\*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed\*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer,

two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

\*Requires Oiler

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IRON0001-026 06/01/2013

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| IRONWORKER                   |          |         |
| Sheeter.....                 | \$ 42.32 | 33.74   |
| Structural and Reinforcing.. | \$ 42.07 | 33.74   |

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IRON0063-001 06/01/2013

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 42.90 | 30.11   |

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IRON0063-002 06/01/2013

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| IRONWORKER         |          |         |
| Fence Erector..... | \$ 34.84 | 23.83   |

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IRON0136-001 07/01/2012

Rates Fringes

IRONWORKER

|                            |          |       |
|----------------------------|----------|-------|
| Machinery Movers; Riggers; |          |       |
| Macinery Erectors.....     | \$ 35.87 | 28.67 |
| Master Riggers.....        | \$ 38.37 | 28.67 |

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LABO0002-006 06/01/2011

Rates Fringes

LABORER (BUILDING & RESIDENTIAL)

|               |           |       |
|---------------|-----------|-------|
| GROUP 1.....  | \$ 35.20  | 21.45 |
| GROUP 2.....  | \$ 35.20  | 21.45 |
| GROUP 3.....  | \$ 35.275 | 21.45 |
| GROUP 4.....  | \$ 35.30  | 21.45 |
| GROUP 5.....  | \$ 35.35  | 21.45 |
| GROUP 6.....  | \$ 35.40  | 21.45 |
| GROUP 7.....  | \$ 34.425 | 21.45 |
| GROUP 8.....  | \$ 34.425 | 21.45 |
| GROUP 9.....  | \$ 35.525 | 21.45 |
| GROUP 10..... | \$ 35.65  | 21.45 |
| GROUP 11..... | \$ 35.475 | 21.45 |
| GROUP 12..... | \$ 36.20  | 21.45 |

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

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LABO0002-007 06/01/2011

|                           | Rates     | Fringes |
|---------------------------|-----------|---------|
| LABORER (HEAVY & HIGHWAY) |           |         |
| GROUP 1.....              | \$ 35.20  | 21.45   |
| GROUP 2.....              | \$ 35.475 | 21.45   |
| GROUP 3.....              | \$ 35.35  | 21.45   |
| GROUP 4.....              | \$ 35.475 | 21.45   |
| GROUP 5.....              | \$ 36.20  | 21.45   |

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Ashpalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettleman; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

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LABO0002-008 06/01/2011

|                          | Rates | Fringes |
|--------------------------|-------|---------|
| LABORER (Compressed Air) |       |         |

|                            |           |       |
|----------------------------|-----------|-------|
| 0 - 15 POUNDS.....         | \$ 36.20  | 21.45 |
| 16 - 20 POUNDS.....        | \$ 36.70  | 21.45 |
| 21 - 26 POUNDS.....        | \$ 37.20  | 21.45 |
| 27 - 33 POUNDS.....        | \$ 38.20  | 21.45 |
| 34 - AND OVER.....         | \$ 39.20  | 21.45 |
| LABORER (Tunnel and Sewer) |           |       |
| GROUP 1.....               | \$ 35.20  | 21.45 |
| GROUP 2.....               | \$ 35.325 | 21.45 |
| GROUP 3.....               | \$ 34.425 | 21.45 |
| GROUP 4.....               | \$ 25.20  | 21.45 |
| GROUP 5.....               | \$ 30.20  | 21.45 |

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0225-001 06/01/2011

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| LABORER (DEMOLITION/WRECKING) |          |         |
| GROUP 1.....                  | \$ 30.00 | 21.45   |
| GROUP 2.....                  | \$ 35.20 | 21.45   |
| GROUP 3.....                  | \$ 35.20 | 21.45   |

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

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PAIN0014-001 06/01/2013

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| PAINTER (including taper)..... | \$ 40.75 | 22.64   |

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PAIN0027-001 06/01/2013

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 40.00 | 29.42   |

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PLAS0005-002 07/01/2012

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 40.25 | 22.34   |

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PLAS0502-001 06/01/2012

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 42.35 | 22.93   |

PLUM0130-001 06/03/2013

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 46.05 | 23.47   |

PLUM0597-002 06/01/2012

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 45.05 | 25.09   |

ROOF0011-001 12/01/2012

|             | Rates    | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 38.35 | 17.55   |

SFIL0281-001 06/01/2013

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 47.15 | 20.15   |

SHEE0073-001 06/01/2011

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Sheet Metal Worker..... | \$ 40.56 | 27.23   |

SHEE0073-002 06/01/2011

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| Sheet Metal Worker        |          |         |
| ALUMINUM GUTTER WORK..... | \$ 27.63 | 27.23   |

TEAM0731-001 06/01/2011

COOK COUNTY - HEAVY AND HIGHWAY

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| TRUCK DRIVER      |          |         |
| 2 or 3 Axles..... | \$ 33.85 | 16.85   |
| 4 Axles.....      | \$ 34.10 | 16.85   |
| 5 Axles.....      | \$ 34.30 | 16.85   |
| 6 Axles.....      | \$ 34.50 | 16.85   |



FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

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TEAM0731-002 03/01/2012

Rates      Fringes

Traffic Control Device Monitor

TRAFFIC SAFETY WORKER:

Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....\$ 28.25      9.08

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TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

Rates      Fringes

TRUCK DRIVER

2 & 3 Axles.....\$ 31.33      .10+a  
4 Axles.....\$ 31.58      .10+a  
5 Axles.....\$ 31.78      .10+a  
6 Axles.....\$ 31.98      .10+a

FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e.,

Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 6  
CITY OF CHICAGO  
MULTI-PROJECT LABOR AGREEMENT

CITY OF CHICAGO  
MULTI-PROJECT LABOR AGREEMENT

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

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

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

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

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

I. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft: union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint, Council No. 25; Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds \$25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other mob action upon the termination of an existing collective bargaining agreement, in no event shall any adverse mob action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.
5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.
6. Any contractor or subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance Arbitration procedure.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.
8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph I above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, ail parties, including, the employers, contractors or subcontractors agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to' the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council" which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.,

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph' "a" or "b" above the matter shall be immediately referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between 'this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.



13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counselor his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed 'or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

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

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "c" and incorporated herein. Towards these ends, the undersigned

labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing ,the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the' Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein. including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13,2013. If, as of June 1,2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1. 2013.

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

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective .bargaining agreement as contained in Appendix "A".

18. This document, with each. of .the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement ." of the parties. .

19. All parties represent that they have the full legal authority to enter into this Agreement.

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

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

On behalf of Owner:

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Corporation Counsel

Duly Authorized Officer of the City of Chicago

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

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Its Duly Authorized Officer

## Signatory Unions

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

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

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

For appendices, please see website, as provided in the Agreement:  
[www.cityofchicago.org/PLA](http://www.cityofchicago.org/PLA)