

**BOOK 2
INSTRUCTIONS AND EXECUTION DOCUMENTS**

STATE / LAKE LOOP ELEVATED STATION

CDOT PROJECT ID: D-1-209
SPECIFICATION NO.: 1269715

CITY OF CHICAGO



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Issued by the
DEPARTMENT OF PROCUREMENT SERVICES

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CHIEF PROCUREMENT OFFICER

Document Printed December 2023

All Signatures To Be Sworn To Before A Notary Public

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

BOOK 2 - INSTRUCTIONS AND EXECUTION DOCUMENTS

ADVERTISEMENT FOR BIDS

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**BOOK 2 - INSTRUCTIONS AND EXECUTION DOCUMENTS
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DOCUMENT SUBMITTAL CHECKLIST

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

1.		Schedule of Prices
2.		Submit the Appropriate Proposal: Proposal To Be Completed By a Corporation (if applicable); or Proposal To Be Completed By A Partnership; or Proposal To Be Completed By a Joint Venture; or Proposal To Be Completed By a Sole Proprietor
3.		Affidavit of Uncompleted Work
4.		Department of Procurement Services Bid Bond
5.		Contractor's Affidavit Regarding Removal of all Waste Materials and Identification of All Legal Dump Sites
6.		Schedule B –Affidavit of Joint Venture
7.		Schedule C –Letter of Intent to Form DBW
8.		Schedule D – Compliance Plan Regarding MBE and WBE Utilization
9.		Schedule F – Report of Subcontractor Solicitations
10.		City of Chicago Economic Disclosure Statement and Affidavit and Appendix A
11.		Sexual Harassment Policy Affidavit (2-92-612)

SECTION ONE

PROJECT INFORMATION

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

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

STATE / LAKE LOOP ELEVATED STATION
CDOT PROJECT D-1-209
SPECIFICATION NO. 1269715

all in accordance with Contract Documents set forth below.

General Description of Work

The Work to be performed includes but is not limited to Construction of an elevated rapid transit station on the Loop Elevated Line at State Street and Lake Street as well as accessibility improvements at the Lake Red Line Subway Station. The Work includes the following, which may or may not be a complete list:

1. Phased demolition of the existing State/Lake Station.
2. Foundation construction including micropiles, drilled shafts, earth retention, and excavation.
3. An eight-car platform with fare collection area with architectural finishes including four elevators, two escalators, flyover bridge and a canopy.
4. Mechanical, plumbing, electrical, lighting, communications, signage and fare collection systems will be installed.
5. Civil site work as it relates to utility connections, utility relocation, vaulted sidewalk modifications, pavement reconstruction, medians, sidewalks, roadway lighting, signaling and streetscaping.
6. Track and track structure modifications and replacements.
7. Train control signals system modification.
8. Phased partial demolition of the existing Lake/Randolph subway mezzanine.
9. Renovation of the existing Lake/Randolph subway mezzanine and platform to add two elevators.

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

Fund Source: Federal Transit Administration

Project Information

Bid Deposit: 5% of Total Base Bid

DBE Participation Goal: 30% of Total Base Bid

Award of Contract

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

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

Inspection of Site

The Bidder is expected to inspect the site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to a failure of the bidder to inspect the site. Site inspection shall be arranged through the Project Manager at the office of the Division of Engineering, 2 N. LaSalle Street, Suite 820, Chicago, IL. (Telephone 312-744-3775).

Government - Equal Employment Opportunity

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

Document Deposit

\$0.00 first set per bidder on CD-ROM

\$50.00 each subsequent set per bidder CD-ROM

Pre Bid Conference

A pre bid conference will be held at the date, time and location indicated in the advertisement for bids. All interested parties are **strongly encouraged** to attend. The City may answer questions or clarify the terms of the bid documents at the conference. Written answers may be provided following the conference. Questions and requests for clarification may be submitted in writing, or may be raised at the conference; however, verbal questions and requests for clarification will be accepted only at the conference. All written questions or requests for clarification must be sent by mail or fax at 312-744-9687, and directed to the attention of the Contract Administrator, Department of Procurement Services, Room 806 of City Hall, 121 N. LaSalle, Chicago IL 60602. The City will not accept any questions for the ten (10) day period preceding the bid opening date.

Project Information

On-Line EDS

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

ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

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

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

ONLINE EDS WEB LINK

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

CONTRACT INSURANCE REQUIREMENTS

State / Lake Loop Elevated Station
CDOT Project No. D-1-209
Specification No. 1269715

A. INSURANCE REQUIRED

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

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, 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, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage shall include other state endorsement, voluntary compensation and alternate employer, when applicable.

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

2) Commercial General Liability (Primary and Umbrella)

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

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

Contract Insurance Requirements

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$50,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) Railroad Protective Liability

When any work, services, or operations is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

If applicable, a certified copy of the Railroad Protective policy is to be submitted to:

-Chicago Transit Authority (CTA), ATTN: Manager of Benefits Compliance,
567 West Lake Street, 3rd Floor, Chicago, IL 60661.

Contract Insurance Requirements

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

6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, Contractor must provide or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but not limited to the following: right to partial occupancy, material stored off-site and in-transit, equipment breakdown, earth movement, flood, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, collapse, debris removal, landscaping, loss resulting from faulty workmanship or materials, testing and mechanical-electrical breakdown, change in temperature, extra expense and ordinance or law for increase cost construction. The City is to be named as an additional insured and loss payee.

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

7) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Valuable Papers

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

9) Contractors Pollution Liability

When any work performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$5,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

B. ADDITIONAL REQUIREMENTS

Contract Insurance Requirements

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

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

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

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

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

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

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

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

Contract Insurance Requirements

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

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

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

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

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

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

Contract Insurance Requirements

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____

 (City) (State) (Zip)

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

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

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

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

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

For City use only
 Name of City Department requesting certificate: (Using Dept.) _____
 Address: _____ ZIP Code: _____
 Attention: _____

Proposal Pages

PROPOSAL PAGES

PROPOSAL

The undersigned proposes to construct

STATE / LAKE LOOP ELEVATED STATION
CDOT PROJECT NO. D-1-209
SPECIFICATION NO. 1269715

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

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

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

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

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

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

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

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

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

Proposal Pages

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

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

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

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

TIME OF COMPLETION

It is understood and agreed that TIME IS OF THE ESSENCE IN THIS CONTRACT, and the Contractor agrees to begin actual work covered by this Contract after notification by the Commissioner to commence work and to prosecute the same with all due diligence so as to complete the entire work under the Contract within **1,290 calendar days**. It is understood that “Completion” shall mean completion to the point of acceptance by the Commissioner, i.e. substantial completion/beneficial occupancy.

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

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

The table below provides the contract performance milestones and required completion period for each milestone. Milestones are specific and defined elements of performance under this contract.

MILESTONE NUMBER	DESCRIPTION OF WORK TO BE COMPLETED	COMPLETION DATE OF MILESTONE WORK
1	Submit CPM schedule (including submittal dates for shop drawings, product data, and samples).	Within 14 calendar days after notice to proceed (NTP).
2	Submit revised CPM schedule.	Within 7 calendar days after Milestone 1 comment transmittal date from Commissioner.

Proposal Pages

3	Delivery of Contractor's Quality Program (CQP).	Within 30 calendar days after notice to proceed (NTP).
4	Approval of CQP to the satisfaction of the Commissioner and delivery of Field Office to the satisfaction of the Commissioner.	Within 60 calendar days after notice to proceed (NTP).
5	Reopening of Lake/Randolph entrance and mezzanine to Lake Red Line Station.	Within 30 calendar days of the date that the Lake/Randolph entrance and mezzanine closes.
6	Restoration of State St. pavements and Sidewalks south of Lake St and reopen all lanes of State St to traffic.	Within 150 calendar days of the date of installation of traffic control for lane closures that are or will be used for Subway Station construction.
7	Substantial Completion/Beneficial Occupancy of Subway Station, except Punch List Work.	Within 270 calendar days of the date of installation of traffic control for lane closures that are or will be used for Subway Station construction and no later than within 1,290 calendar days after notice to proceed (NTP).
8	Completion of Punch List Work - Subway Station.	Within 30 calendar days after punch list transmittal date from Commissioner.
9	Substantial Completion/Beneficial Occupancy of Elevated Station, except Punch List Work.	Within 1,290 calendar days after notice to proceed (NTP).
10	Completion of Punch List Work - Elevated Station.	Within 30 calendar days after punch list transmittal date from Commissioner.
11	As-Built Submittal; Training Complete; Project Closeout.	Within 60 calendar days after punch list transmittal date from Commissioner.

PUNCH LIST TIME OF COMPLETION

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

Proposal Pages

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

LIQUIDATED DAMAGES

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

MILESTONE NUMBER	LIQUIDATED DAMAGES PER CALENDAR DAY
1	\$500.00
2	\$500.00
3	\$500.00
4	\$500.00
5	\$1,000.00
6	\$3,000.00
7	\$3,000.00
8 (punch list)	\$1,000.00
9	\$5,000.00
10 (punch list)	\$1,000.00
11	\$500.00

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

Proposal Pages

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

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

UNIT PRICES

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

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

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

SCHEDULE OF PRICES

**State / Lake Loop Elevated Station
 CDOT PROJECT NO.: D-1-209
 SPECIFICATION NO.: 1269715
 REQUISITION NO.: 521749**

SCHEDULE OF PRICES

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

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
1	013500	Track Flagging Operations	Allowance	1	\$3,500,000	\$3,500,000
2	013550	Track Access Occurrences	Allowance	1	\$3,500,000	\$3,500,000
3	017113	Mobilization	Lump Sum	1		
4	020000	Civil Work	Lump Sum	1		
5	026100	Disposal of Regulated Substances	Allowance	1	\$250,000	\$250,000
6	030000	Structural Work	Lump Sum	1		
7	090000	Architectural Work	Lump Sum	1		
8	220000	Plumbing Work	Lump Sum	1		

**State / Lake Loop Elevated Station
 CDOT PROJECT NO.: D-1-209
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SCHEDULE OF PRICES

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

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	ESTIMATED TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
9	230000	Mechanical Work	Lump Sum	1		
10	260000	Electrical Work	Lump Sum	1		
11	265000	Utility Service Work	Allowance	1	\$250,000	\$250,000
12	270000	Communications Work	Lump Sum	1		
13	340000	Track Work	Lump Sum	1		
14	342000	Traction Power Work	Lump Sum	1		
15	344200	Signal and Train Control Work	Lump Sum	1		
TOTAL BASE BID:						

Award Criteria Determination

SECTION TWO

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS

Contract for Work

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

1. Examination by Bidder

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

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

2. Bid Deposit

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

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

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

3. Preparation of Proposal

AFFIDAVIT OF UNCOMPLETED WORK

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

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

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

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

4. Submission of Proposals

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

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

5. Withdrawal of Proposals

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

Where this contract shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of 90 calendar days after said advertised closing time for the receipt of proposals.

6. Competency of Bidder

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

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

7. Compliance with Child Support Orders Ordinance

AFFIDAVIT OF UNCOMPLETED WORK

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

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

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

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

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

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

8. Consideration of Proposals

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

9. Balanced Bids

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

10. Acceptance of Proposals

The Chief Procurement Officer will accept in writing one of the proposals or reject all proposals, within 60 calendar days, or within 90 calendar days where approval by other agencies is required,

AFFIDAVIT OF UNCOMPLETED WORK

from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

11. Performance Bond

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

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

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

12. Failure to Furnish Bond

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

13. Interpretation of Contract Documents

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

14. Catalogs

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

15. Substitution

The Bidder must, if awarded the Contract, provide the items specified in the Contract Documents when those items are specified by manufacturer's trade name in Book-Three, unless equivalent alternatives have been proposed as described below. Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory. The Bidder may bid another product(s) provided that the alternative product is on a separate sheet of paper designated as such and is supported by the type of information listed in Section VII.D.1.a.,b.,e.,g.,h., and Section VII.D.2., of the Terms and Conditions for Construction, in order to facilitate the Chief Procurement Officer's evaluation of such product. The Chief Procurement Officer may, in his sole discretion, accept an alternate bid for a specified item, provided the alternate item so bid is, in the Chief Procurement Officer's sole opinion, the equivalent

AFFIDAVIT OF UNCOMPLETED WORK

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

16. Return of Bid Deposit

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

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

17. Taxes

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

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

18. Contractor's Financial Statement

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

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

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

19. Notices

AFFIDAVIT OF UNCOMPLETED WORK

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

20. Acknowledgment of Receipt of Addenda

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

21. Economic Disclosure Statement and Affidavit (EDS)

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

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

22. Disadvantaged Business Enterprise Commitment

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

23. Protests

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

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

AFFIDAVIT OF UNCOMPLETED WORK

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

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

24. **[Intentionally omitted.]**

25. **[Intentionally omitted.]**

26. Title VI Solicitation Notice

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

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

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

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

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

AFFIDAVIT OF UNCOMPLETED WORK

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.

	1	2	3	4	5	TOTALS
EXCAVATING & GRADING						
PCC BASE, C&G PAVING						
BIT CONCRETE PAVING						
STABILIZED BASE (BAM, CAM, PAM)						
AGGREGATE BASE AND FILL						
FOUNDATION (CAISSON & PILE)						
HIGHWAY STRUCTURES						
SEWER & DRAIN STRUCTURES						
PAINTING						
PAVEMENT MARKING						
SIGNING						
LANDSCAPING						
DEMOLITION						
FENCING						

AFFIDAVIT OF UNCOMPLETED WORK

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

REMARKS: _____

AFFIDAVIT OF UNCOMPLETED WORK

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

	1	2	3	4	5
SUBCONTRACTOR					
TYPE 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					

AFFIDAVIT OF UNCOMPLETED WORK

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

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

Subscribed and sworn to before me Signed _____
 this _____ day of _____ 20____ Company _____
 Address _____

My commission expires _____

State of _____

County of _____

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

 Notary Public Signature
 Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A CORPORATION

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

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

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

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

NAME OF CORPORATION: _____
(Print or Type)

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

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

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

State of _____
County of _____

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

Notary Public Signature
Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

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

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

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

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

JOINT VENTURE NAME:

(Print or Type)

JOINT VENTURE ADDRESS:

(Print or Type)

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

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE

(If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: _____

(Signature)

TITLE OF SIGNATORY: _____

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

ATTEST: _____

(Joint Venture Secretary Signature)

(Affix Joint Venture Seal)

OR

Joint Venturer Signature: _____

(Signature)

Address: _____

(Print or Type)

Joint Venturer Signature: _____

(Signature)

Address: _____

(Print or Type)

Joint Venturer Signature: _____

(Signature)

Address:

(Print or Type)

State of _____

County of _____

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

Notary Public Signature

Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

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

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

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

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

SIGNATURE OF PROPRIETOR: _____

(Signature)

DOING BUSINESS AS: _____

(Print or Type)

Business Address: _____

(Print or Type)

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

Registration Number: _____

(Print or Type)

State of _____

County of _____

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

Notary Public Signature

Commission Expires: _____

PROPOSAL ACCEPTANCE

Contract No.: _____

Specification No.: _____

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: _____

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

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

SCHEDULE B: AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

(FTA, FHWA and FAA Funded Contracts)

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

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

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

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

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

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

V. Attach a copy of the joint venture agreement. In order to demonstrate the DBE venturer'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) _____

Schedule B

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

1. Profit and loss sharing: _____
2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____
3. Contributions of equipment (specify types and quantities of equipment to be provided by each venturer): _____

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

5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

Schedule B

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

B. Identify the “managing partner,” if any, and describe the means and measure of their compensation:

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

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

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

Schedule B

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

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

Currently employed by non-DBE (number) _____
Currently employed by DBE _____

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

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

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

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

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

Schedule B

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

Name of DBE Partner Firm

Name of Non-DBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

_____,
(names of affiants)

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

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

Signature of Notary Public

My Commission Expire: _____

(SEAL)

SCHEDULE C: LETTER OF INTENT FROM DBE

(i) TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Name of Project/Contract: _____

Department Project Number: _____

Specification Number: _____

From: _____

(Name of DBE Firm)

To: _____ and the City of Chicago:

(Name of Prime Contractor)

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

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

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

Sub (or Grand) Total: \$ _____

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

Grand Total: \$ _____

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

Schedule C

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the DBE’s subcontract that will be sublet to non-DBE contractors.

_____ % of the dollar value of the DBE’s subcontract that will be sublet to DBE contractors.

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

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

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

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

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

Name /Title (Print)

Date

Phone

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

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

Name /Title (Print)

Date

DPS 04/25/2020

Phone

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

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

Project Name: _____
 Department Project No: _____
 Specification No: _____

State of _____)
 County (City) of _____)

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

(Title of Affiant)

(Name of Prime Contractor)

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

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

Total DBE Credit: \$ _____

Schedule D

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

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

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

(Name- Please Print or Type)

(Phone)

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

(Name of Prime Contractor -Print or Type)

(Signature)

(Name of Affiant)

(Date)

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

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

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

Notary Public Signature

Seal

Commission Expires: _____

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

Project Name: _____
Specification #: _____

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

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

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

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

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

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

Name of Subcontractor _____
Address of Subcontractor _____
Contact Person _____

Status: DBE Certified? _____ Yes No
Type of Work Solicited _____
Years in Business (if available) _____
Annual Gross Receipts (if available) _____
(dlh) (Rev. 6/8/01)

STATUS REPORT OF DBE CONTRACT PAYMENTS

(FTA & FHWA Contracts)

Specification No.: _____

Department Project No.: _____

Date: _____

Voucher No.: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

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

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

(Address of Company) () (Phone)

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

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

TOTAL AMOUNT PAID TO DBEs TO DATE: \$ _____

(Revised November 27, 2000)

Status Report of DBE (Sub) Contract Payments

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

Name of Contractor: _____
(Print or Type)

Signature: _____

Name of Affiant: _____

Date: _____
(Print or Type)

(1) 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
(A) was executed).

Signature of Notary Public

(Seal)

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

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

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

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

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

1.2. **ONLINE EDS WEB LINK**

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

1.3. **ONLINE EDS NUMBER**

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

EDS Number: _____

1.4. **ONLINE EDS CERTIFICATION OF FILING**

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

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

1.5. **PREPARATION CHECKLIST FOR REGISTRATION**

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

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

	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

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

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

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: “Person” means a human being.

Q: Who must submit an EDS?

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

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

Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.
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Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

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

Contract title: _____
Specification #: _____

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

In accordance with Section 6-10-040 of the MCC, Contractor's written policy prohibiting sexual harassment shall include, at a minimum, the following information:

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

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

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

Name of Contractor: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

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

(Signature of Notary Public)

(Seal)

Bidder Certification Regarding the Use of Iron, Steel, Manufactured Products, and Construction Materials produced in the United States (Build America, Buy America Act)

I _____, do hereby certify that:
Name

1. I am _____ (title) of the _____ (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.

2. I am aware that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States in accordance with the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52 and its implementing regulations and guidance, including 2 CFR part 184.

I understand that: The BABA requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

I understand that: In addition to the Federal Transit Administration’s Buy America requirements under 49 U.S.C. 5323(j) and 49 CFR Part 661, which require that the steel, iron, and manufactured goods used in a Federal Transit Administration-funded project are produced in the United States, the BABA (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States.

The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABA requirements and the Buy America Act requirements in 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Name of Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

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

(Signature of Notary Public)

(Seal)

Certificate of Compliance with Buy America Requirements (49 U.S.C. 5323 (j)(1)) - The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j)(1) and the applicable regulations in 49 CFR Part 661.

Date: _____
Signature: _____
Company/Name: _____
Title: _____

Certificate of Non-Compliance with Buy America Requirements (49 U.S.C. 5323 (j)(1)) - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(1), but it may qualify for an exception pursuant to U.S.C. 5323 (j)(2), as amended, and the applicable regulations in 49 CFR Part 661.7.

Date: _____
Signature: _____
Company/Name: _____
Title: _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323 (j)(2)(C) - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(2)(C) and the applicable regulations in 49 CFR Part 661.

Date: _____
Signature: _____
Company/Name: _____
Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323 (j)(2)(C) - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(2)(C), but it may qualify for an exception pursuant to U.S.C. 5323 (j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR Part 661.7.

Date: _____
Signature: _____
Company/Name: _____
Title: _____

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

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

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

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

LOCATION ADDRESS: _____

PHONE: (_____)_____

CONTACT PERSON: _____

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

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

(Revised 6/30/2000)



BID BOND

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

PRINCIPAL (Legal name and business address)

State of incorporation or organization:

SURETY (Legal name and business address)

State of incorporation:

BID IDENTIFICATION

BID OPENING DATE:

SPECIFICATION NUMBER:

SPECIFICATION TITLE (AND PROJECT NUMBER IF AVAILABLE):

PENAL SUM OF BOND

_____ %, _____ PERCENT OF BASE BID

Surety Bond No.:

Obligation:

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

Conditions:

The Principal has submitted the bid identified above.

Therefore:

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

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

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

Witness:

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

PRINCIPAL

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

SURETY

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

NOTARY

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

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

 NOTARY PUBLIC

Notary Seal

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

INSTRUCTIONS FOR CITY OF CHICAGO BID BOND FORM

Bidders/Proposers: Give these instructions to your surety.

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

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we,

**COMPANY NAME
STREET ADDRESS
CITY, STATE ZIP CODE**

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

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

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

Condition of the Above Obligation is such, that whereas the above bounden Contractor has entered into a certain contract with the City of Chicago, bearing

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

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

PROJECT DESCRIPTION

* The attached rider is incorporated herein by reference.

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

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property; arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois; and any order of court based upon such decision, or judgement thereon, rendered' against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath; prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 5 5 0 , as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each. of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120-day period in which case action may be taken immediately following such final settlement, and provided, further that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

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

COMPANY NAME

Approved: _____, 20____

By: President (Seal)

(Seal)
Chief Procurement Officer

Attest: Secretary

(Seal)

(Seal)

(Seal)

(Seal)

PRINCIPAL
IF CORPORATION

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

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____ President and
_____ Secretary of the _____

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

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

Notary Public

SURETY, IF CORPORATE

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

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____
_____ of the _____ who _____ personally known

to be the same person _____ whose name _____ subscribed in the foregoing instrument as such _____
_____, appeared before me this day in person and acknowledged that _____
signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free
and voluntary act of the said _____
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

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

Notary Public

PRINCIPAL
IF INDIVIDUAL

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

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

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

Notary Public

RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

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

"General Decision Number: IL20230009 11/17/2023

Superseded General Decision Number: IL20220009

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).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	03/03/2023
4	04/07/2023
5	05/12/2023
6	06/09/2023
7	06/30/2023
8	07/14/2023
9	09/15/2023
10	09/22/2023
11	10/20/2023
12	10/27/2023
13	11/17/2023

ASBE0017-001 06/01/2021

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 51.80	30.60
Fire Stop Technician.....	\$ 41.44	27.85
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.....	\$ 38.85	27.85

BOIL0001-001 05/01/2021

Rates	Fringes
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BOILERMAKER.....\$ 52.61 33.07

BRIL0021-001 06/01/2016

Rates Fringes

BRICKLAYER.....\$ 44.88 26.62

BRIL0021-004 06/01/2017

Rates Fringes

Marble Mason.....\$ 44.63 26.83

BRIL0021-006 06/01/2017

Rates Fringes

TERRAZZO WORKER/SETTER.....\$ 44.38 25.84

TILE FINISHER.....\$ 38.56 22.10

TILE SETTER.....\$ 45.49 25.72

BRIL0021-009 06/01/2017

Rates Fringes

MARBLE FINISHER.....\$ 33.95 26.03

BRIL0021-012 06/01/2017

Rates Fringes

Pointer, cleaner and caulker.....\$ 45.42 24.06

CARP0555-001 06/01/2022

BUILDING, HEAVY, AND HIGHWAY

Rates Fringes

CARPENTER

Carpenter, Lather,
Millwright, Piledriver,
and Soft Floor Layer

Building.....\$ 52.01 38.85

Heavy & Highway.....\$ 52.01 38.85

* CARP0555-002 10/01/2023

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
CARPENTER.....	\$ 45.61	35.31

ELEC0009-003 05/28/2023

	Rates	Fringes
Line Construction		
Groundman.....	\$ 46.92	60.91%
Lineman and Equipment		
Operator.....	\$ 60.15	60.91%

ELEC0134-001 06/06/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 52.05	39.12

ELEC0134-003 06/05/2023

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 48.66	30.86

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 apparatus, 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.

ELEV0002-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.12	37.335+a+b

FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

 * ENGI0150-006 06/01/2023

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 56.60	47.70
GROUP 2.....	\$ 55.30	47.70
GROUP 3.....	\$ 52.75	47.70
GROUP 4.....	\$ 51.00	47.70

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; Automatic 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

 * ENGI0150-025 06/01/2023

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 54.80	47.70
GROUP 2.....	\$ 54.25	47.70
GROUP 3.....	\$ 52.20	47.70
GROUP 4.....	\$ 50.80	47.70
GROUP 5.....	\$ 49.60	47.70

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 engineers); 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 Engine; 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

 IRON001-026 06/01/2023

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 57.25	43.75
Structural and Reinforcing..	\$ 57.00	43.75

 IRON063-001 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 55.01	42.23

 IRON063-002 06/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 48.48	32.75

 IRON0136-001 07/01/2023

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		

Machinery Erectors.....	\$ 48.00	42.69
Master Riggers.....	\$ 50.50	42.69

LABO0002-006 06/01/2022

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.40	33.16
GROUP 3.....	\$ 47.48	33.16
GROUP 4.....	\$ 47.50	33.16
GROUP 5.....	\$ 47.55	33.16
GROUP 6.....	\$ 47.60	33.16
GROUP 7.....	\$ 47.63	33.16
GROUP 8.....	\$ 47.73	33.16
GROUP 9.....	\$ 47.75	33.16
GROUP 10.....	\$ 47.85	33.16
GROUP 11.....	\$ 47.68	33.16
GROUP 12.....	\$ 48.40	33.16

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.

LAB0002-007 06/01/2022

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.48	33.16
GROUP 3.....	\$ 47.55	33.16
GROUP 4.....	\$ 47.68	33.16
GROUP 5.....	\$ 47.40	33.16

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: Asphalt 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

LAB0002-008 06/01/2022

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 48.40	33.16
16 - 20 POUNDS.....	\$ 48.90	33.16
21 - 26 POUNDS.....	\$ 49.40	33.16
27 - 33 POUNDS.....	\$ 50.40	33.16
34 - AND OVER.....	\$ 51.40	33.16
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.53	33.16
GROUP 3.....	\$ 47.63	33.16
GROUP 4.....	\$ 47.75	33.16

GROUP 5.....\$ 47.40 33.16

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

LAB00225-001 06/01/2022

Rates Fringes

LABORER (DEMOLITION/WRECKING)

GROUP 1.....\$ 42.40 33.16
GROUP 2.....\$ 47.40 33.16

GROUP 3.....\$ 47.40 33.16

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

PAIN0014-001 06/01/2022

	Rates	Fringes
PAINTER (including taper).....	\$ 50.30	31.07

PAIN0027-001 06/01/2022

	Rates	Fringes
GLAZIER.....	\$ 48.75	41.32

PLAS0005-002 07/01/2015

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

PLAS0502-001 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 50.75	40.59

PLUM0130-001 06/01/2023

	Rates	Fringes
PLUMBER.....	\$ 56.80	36.02

PLUM0597-002 06/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 55.00	38.62

ROOF0011-001 06/01/2023

	Rates	Fringes
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ROOFER.....\$ 49.00 28.38

SFIL0281-001 01/01/2023

Rates Fringes

SPRINKLER FITTER.....\$ 54.55 33.65

SHEE0073-001 06/01/2022

Rates Fringes

Sheet Metal Worker.....\$ 49.10 42.91

SHEE0073-002 06/08/2018

Rates Fringes

Sheet Metal Worker
ALUMINUM GUTTER WORK.....\$ 31.32 37.02

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

Rates Fringes

TRUCK DRIVER
2 or 3 Axles.....\$ 35.60 22.10
4 Axles.....\$ 35.85 22.10
5 Axles.....\$ 36.05 22.10
6 Axles.....\$ 36.25 22.10

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.

TEAM0731-002 04/01/2023

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.....\$ 40.10

20.95

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 39.942	0.25+a
4 Axles.....	\$ 39.75	0.25+a
5 Axles.....	\$ 39.967	0.25+a
6 Axles.....	\$ 40.184	0.25+a

FOOTNOTES:

a. \$719.00 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.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 National Office because National Office has 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 DECISIO"