



Construction Solicitation #67294,2 (BID)

CDOT 2026 Job Order Contract for Flatwork - REBID

Specification Number:1301245A

Required for use by: CHICAGO DEPARTMENT OF TRANSPORTATION

Bid/Proposal Submittal Date and Time: 11:00 AM Central Time, 10-JUL-2026

Deadline for Questions: 04:00 PM Central Time, 16-JUN-2026

Buyer: PESHOFF, NANCY

Email Address: nancy.peshoff@cityofchicago.org

Phone Number: 312-744-7664

Pre-Solicitation Conference Date and Time: 10:00 AM Central Time, 09-JUN-2026

Pre-Solicitation Conference Location: 2N_Mezzanine Conference Center_M-04_Great Fire; 2 N. LaSalle St, Chicago, IL 60602.

Site Visit Date & Time: N/A

Site Visit Location: N/A

Please submit your response to:

<http://www.cityofchicago.org/eProcurement>
iSupplier vendor portal registration is required.
Allow 3 business days to complete registration.

BRANDON JOHNSON
MAYOR

SHARLA ROBERTS
CHIEF PROCUREMENT OFFICER

Specification Number: 1301245A

Type of Funding:

Title: 1301245A: CDOT 2026 Job Order Contract for Flatwork - REBID

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1 Header Information**1.1 General Information**

Title	1301245A: CDOT 2026 Job Order Contract for Flatwork - REBID		
Description	CDOT 2026 Job Order Contract for Flatwork - REBID		
Amendment Date	24-JUN-2026 10:12:12		
Amendment Description	CLARIFICATION NO. 1		
Preview Date	21-MAY-2026 10:00:00	Open Date	21-MAY-2026 10:00:00
Close Date	11:00 AM Central Time, 10-JUL-2026	Award Date	Not Specified
Time Zone	Central Time	Buyer	PESHOFF, NANCY
Quote Style	Sealed	Email	nancy.peshoff@cityofchicago.org
Event	Construction	Outcome	Blanket Purchase Agreement

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	084- CDOT RM-1100 ADMINISTRATION 2 N. LASALLE ST. RM 1100 Chicago, IL 60602 United States	Bill-To Address	084- CDOT RM-1100 ADMINISTRATION 2 N. LASALLE ST. RM 1100 Chicago, IL 60602 United States
Payment Terms	IMMEDIATE	Carrier	
FOB		Freight Terms	
Total Agreement Amount (USD)	Not Specified	Minimum Release Amount (USD)	Not Specified

1.3 Requirements

KEY SOLICITATION PARAMETERS	
BID DEPOSIT: \$25,000	
Type	No Response Required
PERFORMANCE BOND: \$15,000,000 Primary Bidder upon receipt of notice	
Type	No Response Required
CONTRACT SPECIFIC GOALS: 30% MBE 7% WBE 1% VBE	
Type	No Response Required
FUNDING SOURCE: CITY FUNDING	
Type	No Response Required
DPS UNIT: CONSTRUCTION	
Type	No Response Required
MAPS: SEE BOOK 2	
Type	No Response Required
Value Type	Numeric Value only
CONTRACT TERM: THIRTY-SIX (36) MONTHS PLUS TWO (2) OPTION TERMS FOR TWELVE (12) MONTHS EACH	

Specification Number: 1301245A

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Type of Funding:

Title: 1301245A: CDOT 2026 Job Order Contract for Flatwork - REBID

KEY SOLICITATION PARAMETERS
Type No Response Required
PRE-BID CONFERENCE: STRONGLY SUGGESTED / JUNE 9, 2026 @ 10:00 AM
.....
Type No Response Required
Enter the EDS number from your EDS Certificate and attach the certificate.
.....
Value Type Numeric Value only
.....
Provide your answer below
.....
COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST
This is a checklist of all supporting documents that must be attached to your bid response. Attach all documents specified below. After attaching, click "YES" to indicate that the attachment was completed.
.....
Type No Response Required
- Award Criteria Determination completed. - (Construction)
.....
Circle one from the response values below: YES NO
- Proposal To Be Completed By a Corporation - If LLC, use this Proposal Page (ALL)
.....
Circle one from the response values below: YES NO
- Proposal To Be Completed By a Partnership - (ALL)
.....
Circle one from the response values below: YES NO
- Proposal To Be Completed By a Joint Venture - (ALL)
.....
Circle one from the response values below: YES NO
- Proposal To Be Completed By a Sole Proprietor - (ALL)
.....
Circle one from the response values below: YES NO
- Certificate of Filing of Economic Disclosure Statement and Affidavit (EDS) - (ALL)
.....
Circle one from the response values below: YES NO
- Certificate of Insurance

COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST
..... Circle one from the response values below: YES NO
- Small Business/Veterans Preference Joint Venture - (ALL) Circle one from the response values below: YES NO
- Bidder qualifications and/or certifications, permits, licenses, vehicle stickers, etc. (if required) Circle one from the response values below: YES NO
- Affidavit of Uncompleted Work (Construction) Circle one from the response values below: YES NO
- Affidavit of Availability (Construction) Circle one from the response values below: YES NO
- Department of Procurement Services Bid Bond (Construction) Circle one from the response values below: YES NO
- Contractor's Affidavit Regarding Removal of All Waster Materials and Identification of all Legal Dump Sites (Construction) Circle one from the response values below: YES NO
- Surety Letter - Evidence of bidder's ability to bond a project of up to \$15,000,000 Provide your answer below
M/WBE DOCUMENTS Type No Response Required
- Schedule B - MBE/WBE Affidavit of Joint Venture - (ALL) Circle one from the response values below: YES

COMMODITIES/WORK SERVICES/HEAVY EQUIPMENT/SMALL ORDERS/CONSTRUCTION/JOC CHECKLIST
NO
- Schedule C-1 - -- MBE/WBE Letter of Intent To Perform As a Subcontractor or Supplier - (ALL)
.....
Circle one from the response values below:
YES
NO
-Schedule D-1 - Compliance Plan Regarding MBE and WBE Utilization - (ALL)
.....
Circle one from the response values below:
YES
NO
- Schedule F - Report of Subcontractor Solicitations - (Construction)
.....
Circle one from the response values below:
YES
NO
- Schedule H -Documentation of Good Faith Efforts (Construction)
.....
Circle one from the response values below:
YES
NO
- Request for Full or Partial Waiver - (ALL)
.....
Circle one from the response values below:
YES
NO
- Letters of Certification for all M/WBE's - (ALL)
.....
Circle one from the response values below:
YES
NO
Programs and Incentives
City-Based Business (2%)
.....
Circle one from the response values below:
No
Yes
City-Based Business (4%)
.....
Circle one from the response values below:
No
Yes
City-based Business (6%)
.....
Circle one from the response values below:
No
Yes
Alternatively Powered Vehicle Utilization Bid Incentive
.....
Circle one from the response values below:
Yes

Programs and Incentives
No
Apprentice Utilization Bid Preference
.....
Circle one from the response values below:
Yes
No
Bid Incentive to Encourage MBE/WBE Participation
.....
Circle one from the response values below:
No
Yes
Business Enterprises Owned or Operated by People with Disabilities Utilization Bid Incentive (BEPD)
.....
Circle one from the response values below:
Yes
No
Diverse Management and Workforce Bid Incentive
.....
Circle one from the response values below:
No
Yes
Equal Employment Opportunity (EEO) Bid Incentive
.....
Circle one from the response values below:
Yes
No
Ex-Offender Apprentice Bid Incentive
.....
Circle one from the response values below:
No
Yes
Mentor-Protégé Program Bid Incentive
.....
Circle one from the response values below:
Yes
No
Veteran-Owned/Small Business B Enterprise JV + Veteran-Owned Small Local Business Bid-Incentive
.....
Circle one from the response values below:
Yes
No
Veteran-Owned Subcontractor Utilization Bid Incentive
.....
Circle one from the response values below:
Yes
No
Award Criteria Determination - Canvassing Formula
LINE 1. Normal Working Hours Adjustment Factor
.....
Provide your answer below

Award Criteria Determination - Canvassing Formula
LINE 2. Multiply Line 1 by 0.70 Provide your answer below
LINE 3. Other than Normal Working Hours Adjustment Factor Provide your answer below
LINE 4. Multiply Line 3 by 0.30 Provide your answer below
LINE 5. Add lines 2 and 4 Provide your answer below
LINE 6. Maximum Potential Value for the Base Term (\$30,000,000.00) Provide your answer below
LINE 7. Multiply Line 5 by Line 6 (Base Bid) Provide your answer below

Award Criteria Determination - Canvassing Formula
LINE 8. Percentage of the total Journey worker hours that the Contractor proposes to be worked by minority Journey workers during construction of the Project. (Maximum figure .70) Supplier needs to calculate and enter manually. Provide your answer below
LINE 9. Multiply Line 8 by Line 7 by 0.04 Provide your answer below
LINE 10. Percentage of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure .70) Supplier needs to calculate and enter manually. Provide your answer below
LINE 11. Multiply Line 10 by Line 7 by 0.03 Provide your answer below
LINE 12. Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure .70) Supplier needs to calculate and enter manually. Provide your answer below

Award Criteria Determination - Canvassing Formula
LINE 13. Multiply Line 12 by Line 7 by .01 Provide your answer below
Line 14. Percentage of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during construction of the project. (Maximum figure .15) Supplier needs to calculate and enter manually. Provide your answer below
Line 15. Multiply Line 14 by Line 7 by 0.04 Provide your answer below
Line 16. Percentage of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure .15) Supplier needs to calculate and enter manually. Provide your answer below
Line 17. Multiply Line 16 by Line 7 by 0.03 Provide your answer below
Line 18. Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure .15) Supplier needs to calculate and enter manually. Provide your answer below

Award Criteria Determination - Canvassing Formula
Line 19. Multiply Line 18 by Line 7 by 0.01 Provide your answer below
Line 20. Summation of Lines 9, 11, 13, 15, 17, and 19. Supplier needs to calculate and enter manually. Provide your answer below
Line 21. Subtract Line 20 from Line 7 (Award Criteria Figure). Supplier needs to calculate and enter manually. Provide your answer below

1.4 Attachments

Name	Data Type	Description
ATTACHMENT 001: CLARIFICATION NO. 1	File	ATTACHMENT 001: CLARIFICATION NO. 1
ATTACHMENT 00: ADDENDUM NO 1	File	ATTACHMENT 00: ADDENDUM NO 1
ATTACHMENT 01: eProc Appendix	File	ATTACHMENT 01: eProc Appendix, Book 3 & 4
ATTACHMENT 02: BOOK 1 - TERMS & CONDITIONS	File	ATTACHMENT 02: BOOK 1 - TERMS & CONDITIONS
ATTACHMENT 03: BOOK 2 - INSTRUCTIONS & EXECUTION DOCUMENTS	File	ATTACHMENT 03: BOOK 2 - INSTRUCTIONS & EXECUTION DOCUMENTS

1.5 Response Rules

☐ Solicitation is restricted to invited suppliers

Specification Number: 1301245A

Type of Funding:

Title: 1301245A: CDOT 2026 Job Order Contract for Flatwork - REBID

- ☐ Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- ☐ Suppliers are allowed to respond to selected lines
- ☒ Suppliers are allowed to provide multiple responses
- ☐ Buyer may close the solicitation before the Close Date
- ☐ Buyer may manually extend the solicitation while it is open

2 Price Schedule**2.1 Line Information**

Display Rank As **No indicator displayed**
Ranking **Price Only**
Cost Factors **None**

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
1 CDOT JOC 2026 Flatwork		1	USD		

2.2 Line Details**2.2.1 Line 1 CDOT JOC 2026 Flatwork**

Category	96898.	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

JUNE 12, 2026

ADDENDUM NO. 1

**FOR
CDOT 2026 JOB ORDER CONTRACT FOR FLATWORK
SPECIFICATION NO. 1301245A RFQ 67294.1**

For which bids are scheduled to open in the Bid & Bond Room 103, City Hall, 121 N. LaSalle Street Chicago, Illinois 60602, at 11:00 a.m., on **JULY 10, 2026**.

The following additions, changes and revisions are incorporated into the above-referenced Specification (the "Contract Documents") as noted. All other provisions and requirements as originally set forth, except as amended by previous addenda, remain in full force and are binding. Any additional work required by this Addendum shall conform to the applicable provisions of the original Contract Documents. Any and all addenda must be acknowledged by the vendor on the Execution Page by Addendum number. Failure on behalf of the vendor may be cause for rejection of bid.

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE
PROVIDED ON THE BID EXECUTION PAGE**

SECTION 1. QUESTIONS AND ANSWERS/CLARIFICATIONS

The following questions and requests for clarification were submitted in accordance with the instructions provided in the Contract Documents. The City's response follows each question or request for clarification in the table below:

Question 1:	Bid Deposit – How is that received?
Answer:	The bid deposit must be a bond. 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 found in Book 2. A copy of the bond should be submitted with your bid documents.
Question 2:	Is there a meeting agenda/recording or other resources that we can access if we were not at the meeting?
Answer:	Attached, please find presentation material from the Pre-bid on June 9, 2026.

Pre-Bid Conference Agenda



Chicago Department of Transportation (CDOT)
CDOT 2026 Job Order Contract for Flatwork (rebid)

RFQ No. 67294 | Specification No: 1301245A
June 9, 2026

CITY FUNDED

Welcome

- In today's meeting we will:
 - Review key dates for this Bid Opportunity
 - Point out key information related to submitting your Bid
 - Provide JOC Program Overview
- You are encouraged to review the Takeout List and/or Attendee List and take the opportunity to network
 - Both can be located within the Department of Procurement Services website https://www.chicago.gov/city/en/depts/dps/provdrs/contract/svcs/current_bid_opportunities.html
- The registered attendee list from today's Pre-Bid Conference will be posted to the City of Chicago website within the next 48 hours after this meeting

Disclaimer

Anything stated in today's Pre-Bid Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

The purpose of this Pre-Bid Conference is to provide information for the solicitation. Questions and comments regarding the advertised specification must be written on the index cards provided and will be addressed today.

Additional questions may also be sent to me in writing via Online Discussion in iSupplier or e-mail at nancy.peshoff@cityofchicago.org. Please reference the name of the project in the subject to ensure your email is routed appropriately.

Introduction of City Personnel

Department of Procurement Services

Chicago Department of Transportation

Gordian Group

General Guidelines / Timetable

Key Activity	Target Date
City Issues Bid	May 21, 2026
Pre-Bid Conference	June 09, 2026
Questions Due	June 16, 2026, at 4:00 pm
Bids Due	July 10, 2026, at 11:00 am

- Respondents must submit their Bids electronically on the Department of Procurement Services webpage: WWW.CITYOFCHICAGO.ORG/EPROCUREMENT
- iSupplier vendor portal registration is required. Please allow up to 3 days for your registration to complete
- The City understands Respondents may run into issues with electronic submissions. DO NOT wait until the closing minutes to submit your bid documents. Paper Bids will not be accepted should there be an issue with your electronic submission.
- Late Bids WILL NOT be accepted in the eProcurement system.

Notice of Addendum

- (If Necessary) An Addendum will be issued following the Questions Due Date and will include any changes to the Bid Documents and/or City responses to questions received
- The Addendum MUST BE acknowledged electronically on the Bid execution page in iSupplier
- Companies that have logged into their iSupplier account and either viewed or downloaded the bid documents will be added to the Take-Out List
- Those companies on the Take-Out List will be notified of any clarifications and/or addendums issued by the City of Chicago, Department of Procurement Services.

Communications

Communications between the City of Chicago and Respondent

- All questions or requests for clarification must be in writing
 - Sent via Online Discussion in iSupplier – or - emailed directly to my attention, at nancy.peshoff@cityofchicago.org.
- Questions must be received no later than 4:00 p.m. Central Time, on June 16, 2026
- Please DO NOT contact anyone from the Dept of Transportation directly

Bid Requirements & Instructions

- Examination by Bidder

Before submitting a bid, please ensure to read all documents. Make sure you understand and fill out all forms, sign and notarize all documents as needed

- Bid Submittal Checklist

Look over the Bid Submittal Checklist to ensure you have completed all required forms and documents. All information regarding these documents is contained in the specification

- Bid Deposit = \$25,000

- Surety Letter

All bidders must furnish evidence of their ability to bond a project of up to \$15,000,000 with their bid. A letter from your surety company will meet this requirement.

Bid Requirements & Instructions

- Insurance Requirements

The Insurance Requirements were drafted and approved by Risk Management - found in the “Project Information” section of Book 2

- Online Economic Disclosure Statement (EDS)

An Online Economic Disclosure Statement is required. Directions for completing this can be found in the “Project Information” section of Book 2

- Sexual Harassment Policy Affidavit (Section 2-92-612)

Must be completed, signed and notarized with your bid submission

- Contract Term

The Base Term of this Contract is effective for a period of three (3) years plus two (2) unilateral Option Terms for a period of one (1) year each

Bid Requirements & Instructions

- Basis of Award

A Primary contract will be awarded to the lowest responsible and responsive bidder. The City reserves the right to award a Secondary, and, if necessary, a Tertiary contract for this Specification to ensure sufficient capacity to complete JOC projects.

The lowest bid will be determined by the Award Criteria Figure, Section Four, and will take into account any statutory adjustments to the Bid (i.e. business preferences, incentives, etc.) Additional detail can be found under “Project Information” of Book 2

- Bid Execution Page

Bidders must use the Bid Execution Page that is appropriate for their form of business organization (e.g. sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the City that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents, Signatures must be sworn before a Notary Public. The form must be printed, signed, notarized and scanned then uploaded as an attachment to the electronic bid submission.

Contract Goal Participation

- MBE / WBE / VBE Requirement Overview

See Book 1 Section XXIV “Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women Owned Business Enterprise Commitment in Construction Contracts”

Goals for this specification: 30% MBE | 7% WBE | 1% VBE

CERTIFICATION AND COMPLIANCE OVERVIEW

Gwendolyn Dancy and Danielle Coker



Questions?

The registered attendee list from today's Pre-Bid Conference will be posted to the City of Chicago website within the next 48 hours.

Thank You for Attending...



FAIRNESS • TRANSPARENCY • DIVERSITY • INCLUSION

Department of Procurement Services
121 North LaSalle, City Hall Room 806, Chicago, IL 60602
www.chicago.gov/dps • dpsevents@chicago.gov
facebook.com/ChicagoDPS • [@ChicagoDPS](https://twitter.com/ChicagoDPS) •
youtube.com/ChicagoDPS



City of Chicago - Department of Transportation - Flatwork

June 2026 Job Order Contract – Pre-Bid Meeting

Specification Number – 1301245A

Requisition number - 67294

Agenda

- Who's Gordian?
- CDOT Flatwork JOC Program
- JOC Overview
- Benefits for Contractors
- Contract Specifics
- The Contract Documents
 - The Construction Task Catalog® (CTC)
- Bidding on the Contract
 - Calculating the Adjustment Factors
 - Completing Bid Forms 1 & 2
 - Bid Considerations
- Review of Key Points



Who is Gordian?

Gordian is the leading provider of facility and construction data, software and expertise.



Data

Owner specific Construction Task Catalog® (CTC).

CTC has over 275,000 construction tasks with preset prices.

Price research facilitated by RSMeans data Engineering Team.



Software

Built from decades of industry experience, used by thousands of contractors daily.

Easily manage the functions of the construction procurement process.

Allows collaboration between the contractor and Gordian Account Manager.



Expertise

Gordian's founder created the original Job Order Contracting process in the USACE in 1981.

Implemented and administered hundreds of programs.

Dedicated onsite field personnel, review proposals to ensure project success.

Overview of Job Order Contracting

- Using Job Order Contracting since 1992
- Typically Uses JOC for Construction, Rehabilitation and Modernization of:
 - Bridges
 - Streets
 - Highways
 - Cul-de-sacs
 - Sidewalks Paving
 - Landscaping
 - Drainage
 - Curbs
 - Gutters
- CDOT has Trained and Dedicated Staff to Manage JOC
- Statistics:
 - Approximately \$188 Million in work ordered
 - Average Job Order size is \$343,866





Construction Delivery Methods

In-House Staff

Construction
Management
(CM) at Risk

Unit Price
Contracts

Design-Bid-
Build

Time and
Materials

Design-Build

**Job Order
Contracting**

Job Order Contracting (JOC) Overview

Definition

- Indefinite delivery/indefinite quantity process (IDIQ)
- Enables owners to complete a substantial number of individual projects with a **single, competitively-awarded bid**
- Construction tasks are based on **preset costs in Gordian's Unit Price Book, the Construction Task Catalog® (CTC)**
- Contractors bid an Adjustment Factor to be applied to **CTC**, resulting in on-call contracts.

Value

- Saves time and administrative costs on construction procurement
- Fundamentally different construction procurement relationship
 - Collaborative relationship between the City and the Contractor
 - Contractors and City build long term partnerships
 - Allows the City to expedite project procurement for construction
 - JOC is compliant providing transparency and auditability

How Job Order Contracting Works

Part 1 Bidding the Umbrella Job Order Contract

Owner
Advertises
Job Order
Contract



Contractors
Submit
Bids



Owner
Awards
Umbrella
Job Order
Contracting
Contract

Part 2 Procuring Individual Projects from Owner

Owner
Project A

Owner
Project B

Owner
Project C

Subcontracting
Opportunities

Subcontracting
Opportunities

Subcontracting
Opportunities

5 Step Job Order Process



JOC Program Benefits for Contractors

- ✓ One bid response
- ✓ Transparent process
- ✓ Project volume driven by performance
- ✓ Paid a unit price for every task performed
- ✓ Ability to value engineer and collaborate
- ✓ Develop long-term relationship with the City

Performance-Based

Job Order Contracts are a performance-based contracting system. Once a minimum value is reached, future work is dependent upon contractor performance

- Responsiveness of the contractor
 - Performance is rated from the project development phase through construction—start-up to close-out
- Project development phase
 - Scope definition
 - Timely and accurate price proposals
- Construction phase
 - Timely start-up
 - Effective management of work crew, to include subcontractors
 - Ensuring project is constructed according to the specifications
- Success in developing a partnership relationship with owner
- Performance also depends on:
 - Accurate adjustment factor
 - Quality staff



Performance-Based

Subcontractor's benefits with Job Order Contracting

- No projects are identified at the time of bidding, so Prime Contractor cannot staff up to self perform.
- Increased subcontracting opportunities because Prime Contractors must utilize the subcontracting community.
- Simplified procurement process for the City allowing them to procure more work in a shorter period of time.
- Multiple projects on multiple sites simultaneously.





Contract Specifics

Contract Specifics

Prior to Bidding, CDOT Cannot:

- Identify or Commit to any Specific Project or Location
- Identify or Commit to any Specific CTC Tasks or Quantities

Award of Contract

- The City will allocate orders, first, to the Primary Contractor. In the event that the Primary Contractor notifies the City that it will not fulfill, in whole or in part, the order, the City shall then issue, subject to the terms of the Contract, an order to the Secondary Contractor for the unfulfilled portion of the order.

Bid Deposit: \$25,000

Minimum Contract Value is \$5,000.00

Maximum Potential Amount for Base Term: \$30,000,000.00

Potential Maximum Amount for Each Option Term: \$10,000,000 plus any carry over amounts from the Base Term

Maximum Potential Contract Value of: \$50,000,000 Over Five (5) Years

Contract Specifics

- Contract Award Based on Competitive Bid
 - Must Bid 2 Adjustment Factors:
 - Normal Working Hours: 6:00 am to 6:00 pm, Central Time, Monday to Friday
 - Other Than Normal Working Hours: 6:00 pm to 6:00 am Monday to Friday, and all day Saturday, Sunday and CDOT Holidays
 - The Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor. Failure to comply will result in the bid being declared non-responsive and not considered by the City.
 - Adjustment Factors Apply to All Tasks in the CTC. Each Adjustment Factor is Weighted to Create an Award Criteria Figure.
 - The lowest Bid will be determined by the Award Criteria Figure and taking into account any statutory adjustments to the Bid as applicable.
 - Proposals will be compared based on the Award Criteria Figure and a contract, if awarded, will be awarded to the lowest Responsive and Responsible Bidder.

Contract Specifics

For bid evaluation purposes only, the following weighting factors shall be used to determine the Award Criteria Figure;

<u>Adjustment Factor Weight Summary</u>		<u>Weight</u>
Normal Working Hours	=	0.70
Other than Normal Working Hours	=	0.30

The Construction Task Catalog[®] is priced at a net value of 1.0000. The bid can be an increase (e.g., 1.2000), or a decrease (e.g. 0.9500), to the Unit Prices listed in the CTC. Bidders who submit separate Adjustment Factors for separate Pre-Priced Tasks will be considered non-responsive and their bid will be rejected.

The Bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-01 to 00-07 of Part Three - The Construction Task Catalog[®] for a complete explanation of what is included in the Unit Prices and what is not.

Contract Specifics

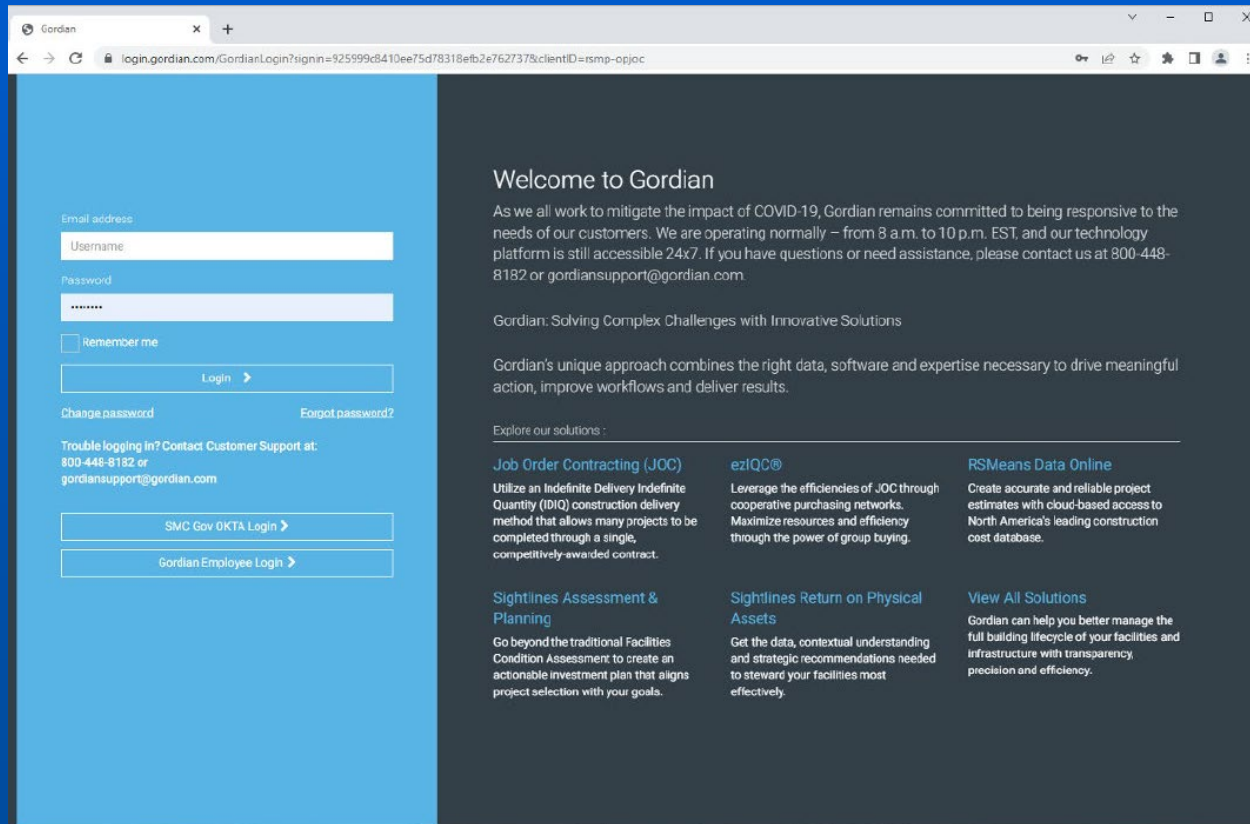
The Scope of Work under this Contract shall be set forth in individual Work Orders issued hereunder. Upon receipt of a Sub Order Release, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plans, supervision, labor, and equipment, except when specified as City of Chicago furnished, needed to perform the necessary improvements. **This Contract is primarily to be used for the construction, rehabilitation, and modernization of flatwork/sitework under the jurisdiction of Chicago Department of Transportation, including but not limited to, bridges, streets, highways, cul-de-sacs, sidewalks paving, landscaping, drainage, and curbs and gutters. However, the City reserves the right to have the Contractor work on any City facility.** The City is not obligated, nor does it guarantee that the Contractor will perform work in the above-mentioned categories. The City reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents.

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.

Contract Specifics

- Differing Site Conditions or Changes in Scope
 - Priced from Construction Task Catalog[®]
 - Supplemental Job Order
- Performance and Payment Bond Equal to \$15,000,000.00
- Liquidated Damages applied on a Job Order by Order basis with a sliding scale based on the Job Order Price
- Project Area Residency Requirements:
 - 7.5%
 - *Pursuant to Municipal Code Section 2-92-330 the City has established that the Project Area for this contract will include Community Areas Citywide as indicated on the map incorporated herein.*

Contract Specifics



Internet Based Software Provided with Contract

- JOC Management Software Expedites the Job Order Process
 - Price Proposals
 - Subcontractor Lists
 - Tracking Dates
 - Required Job Order Forms
- Training provided



The Contract Documents

The Contract Documents

- The following documents (Books 1 & 2) can be accessed through the eProcurement Module:
- **BOOK 1** - Terms and Conditions for Construction
- **BOOK 2** - Instructions and Execution Documents
- The following documents (Books 3 and 4) can be accessed through a link in the eProcurement Instructions:
- **BOOK 3** – Construction Task Catalog
- **BOOK 4** – Technical Specifications

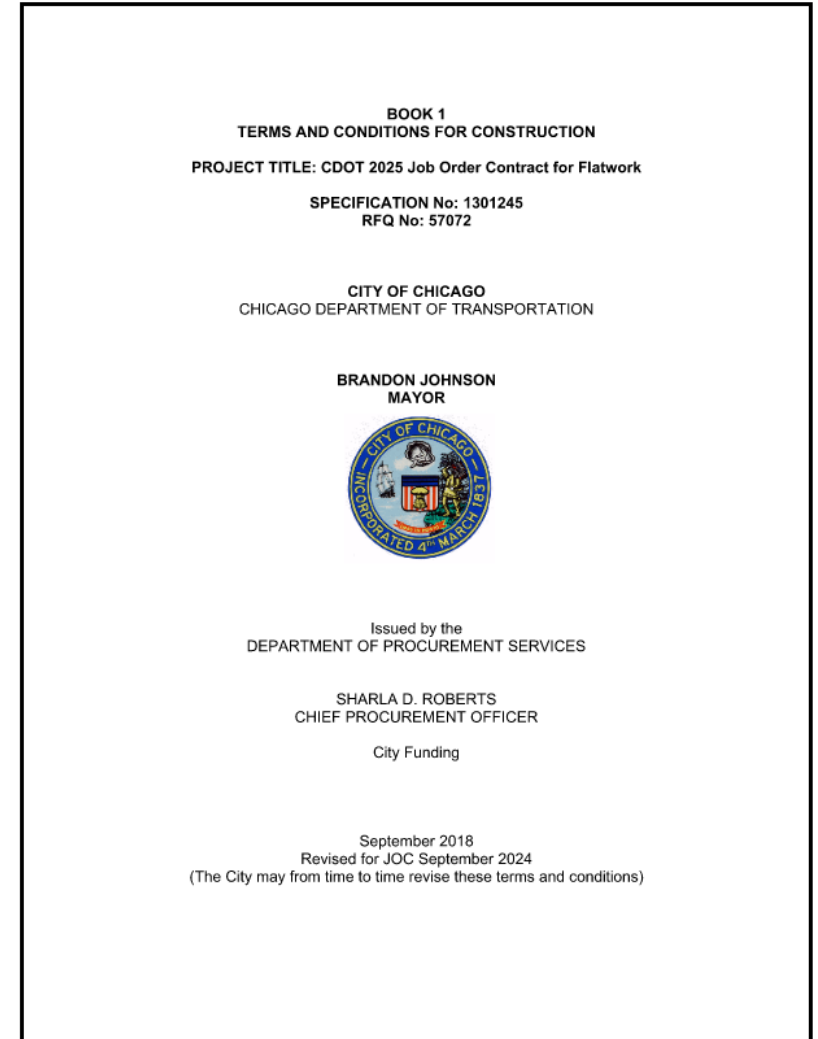


- and installation of materials for non-load bearing steel as directed by the Owner. Installation procedures shall follow the manufacturer's recommendations. Demolition and removal of the work.
- B. Summary
1. This Section includes non-load-bearing steel framing members for the following applications:
 - a. Interior framing systems (e.g., supports for partition walls, framed soffits, furring, etc.).
 - b. Interior suspension systems (e.g., supports for ceilings, suspended soffits, etc.).
- C. Submittals
1. Product Data: For each type of product indicated.
 2. LEED Submittal:
 - a. Product Data for Credit MR 4.1 and Credit MR 4.2, **as directed**: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content.
 - 1) Include statement indicating costs for each product having recycled content.
- D. Quality Assurance
1. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
 2. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

The Contract Documents

Book 1: Terms and Conditions for Construction

- General Provisions
- Contractor's Obligations
- Permits and Licenses
- Schedule
- Payments
- Changes in the Work
- Events of Default and Termination
- JOC Supplemental Conditions
- Procedure for Ordering Work
- Price Adjustment



The Contract Documents

Book 2: Instructions and Execution Documents

- Document Submittal Checklist
- Project Information
- Insurance Requirements
- Proposal Pages
- Schedule of Prices
- Instructions for Bidders
- Instructions for Completing Economic Disclosure Statement

BOOK 2
INSTRUCTIONS AND EXECUTION DOCUMENTS
PROJECT TITLE: CDOT 2025 Job Order Contract for Flatwork

SPECIFICATION No: 1301245
RFQ No: 57072

CITY OF CHICAGO



BRANDON JOHNSON
MAYOR

Prepared by
Chicago Department of Transportation
Contracts Section

CRAIG TURNER
Acting Commissioner of Chicago Department of Transportation
2 North LaSalle Street
Chicago, Illinois 60602

Issued by the
DEPARTMENT OF PROCUREMENT SERVICES

SHARLA D. ROBERTS
CHIEF PROCUREMENT OFFICER

All Signatures To Be Sworn To Before A Notary Public

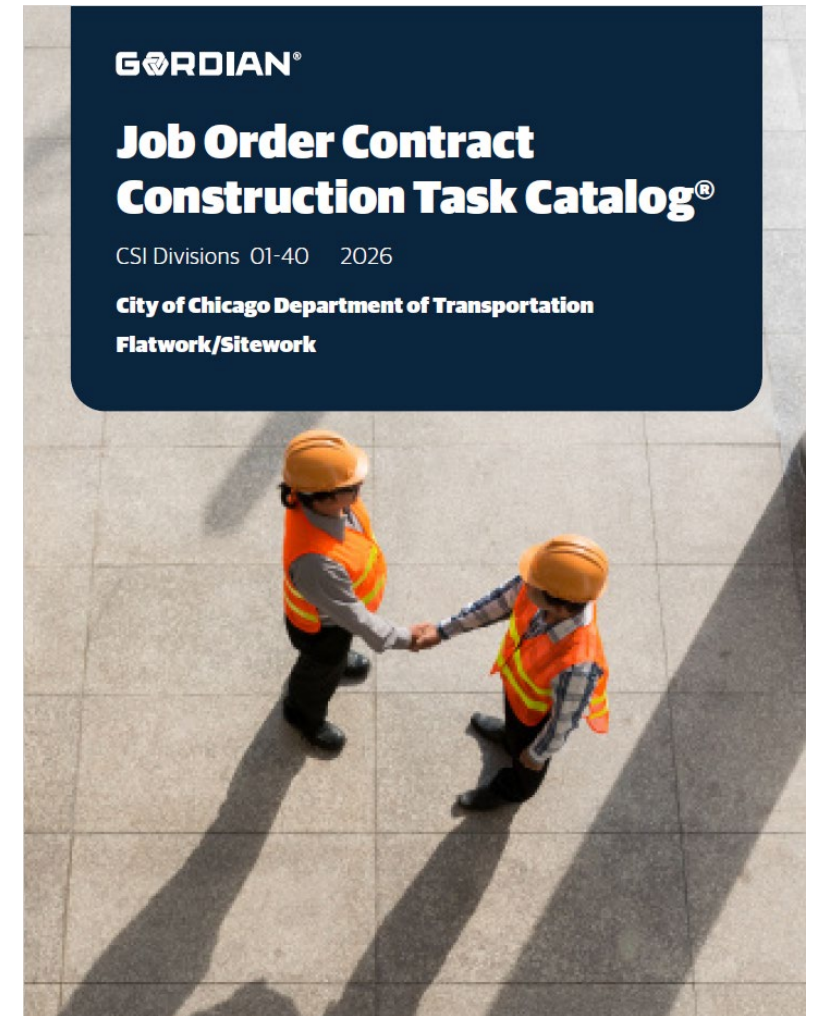
Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Terms and Conditions for Construction" for CDOT projects funded by the City, as amended and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, Book 4 and attachments as appropriate.

City Funded September 2018

The Contract Documents

Book 3: The Construction Task Catalog®

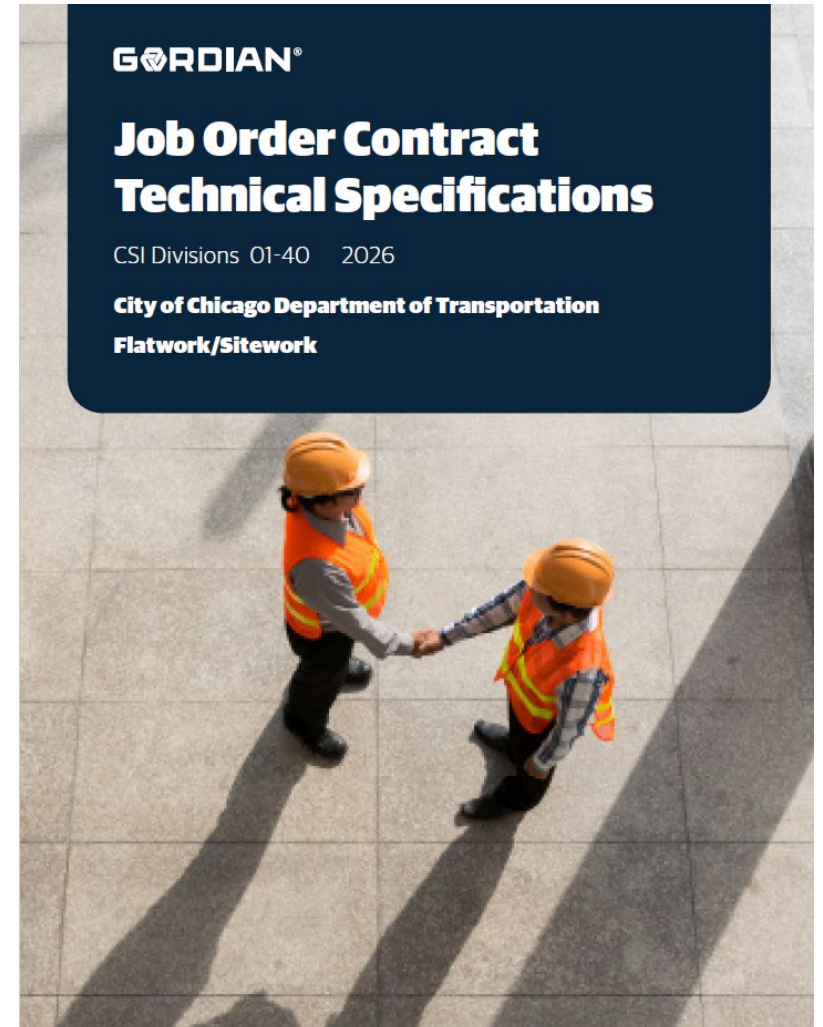
- Catalog of Pre-Priced Construction Tasks
- Organized by Construction Specifications Institute (CSI)
- Based on Local Labor, Material & Equipment Costs
- The tasks represent the “Scope of Work” for the contract



The Contract Documents

Book 4 – The Technical Specifications

- Specifies Quality of Materials and Workmanship
- Corresponds with Tasks in Book 3-Construction Task Catalog®



The Construction Task Catalog®

Construction Task Catalog®

CSI MasterFormat

Full task description

Cost includes labor, material and equipment for your location

09 22 16

Non-Structural Metal Framing (09 22)

Note: Includes all necessary framing studs, bridging, fasteners necessary to attach to floors, walls, ceilings and a metal stiffener at half height. Per SF of wall area measures one side. Do not deduct for openings of less than 25 SF when calculating total wall square footage.

09 22 16 00-0004	SF	3-5/8" Width, 25 Gauge, Non Load Bearing, Non Structural Metal Framing Stud With Tracks And Runners, 16" On Center.....	1.67	0.34
		For Walls > 10' High, Add	0.33	
		For Soffit, Columns Or Beams Up To 10' High, Add	0.86	
		For Soffit, Columns Or Beams > 10' High, Add	1.11	
		For Horizontal Installation Up To 10' High, Add	0.30	
		For Horizontal Installation > 10' High, Add	0.38	
		For Curved Wall, Add	0.26	
		For 12" On Center, Add	0.29	
		For 24" On Center, Deduct	-0.29	
		For Up To 200, Add	0.51	
		For > 200 To 500, Add	0.25	

Modifiers for variations or quantity discounts

Demolition cost (if applicable)

General Rules of the Construction Task Catalog® (CTC):

Unit Prices:

Include labor, equipment and material.

Do not add labor to CTC tasks.

Are for complete and in-place construction.

Include the cost of delivery to project site, unloading, storage and handling.

Delivery height is up to two stories.

Include all fasteners, bolts, anchors, adhesives, etc., for new work.

Include testing, calibration, balancing, etc., for new work.

Include sealant and caulk for tasks such as windows, doors, frames, countertops, etc.

Using the CTC

GORDIAN® Using The Construction Task Catalog®

About the CTC:

- ❑ This Construction Task Catalog® (CTC) was developed and customized by The Gordian Group, Inc. specifically for «Owner», priced locally using current labor, material and equipment costs, and published in «Month» 2019.
- ❑ The Gordian Group, Inc. licenses the use of this CTC and other proprietary information and software for the sole purpose of providing Job Order Contracting services to «Owner». Use of this CTC and other proprietary information and software for any other purpose, or for any other entity, is expressly prohibited without the express written consent of The Gordian Group, Inc.

MasterFormat™

- ❑ The tasks in this Construction Task Catalog are organized using CSI's MasterFormat.

CSI

Equipment Costs:

- ❑ Equipment costs include all equipment required to accomplish the task.
- ❑ Mobilization is included for all equipment except large equipment (e.g. cranes, bulldozers, excavators, backhoes, bobcats etc.) which exclude mobilization.
- ❑ Equipment costs include all operating expenses such as fuel, electricity, lubricants, etc.

Material Costs:

- ❑ Material costs include the cost of the material, delivery, and all incidentals and accessories integral to the installation.
- ❑ Material costs include manufacturer's and/or fabricator's shop drawings.
- ❑ Material costs for roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, concrete, etc. include an allowance for waste. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
- ❑ Material costs for imported materials (e.g. aggregate, sand, soil, etc.) include delivery up to 15 miles from the closest approved source.

The Unit Prices Include:

LABOR COSTS:

- ❑ Labor costs include direct labor through the working foreperson level at straight-time prevailing wage rates including fringe benefits and an allowance for Social Security, Medicare taxes, worker's compensation, unemployment insurance, and employee benefits.
- ❑ Labor costs include unloading equipment, materials, and tools, and transporting the same up or down 2 1/2 stories and 125' to reach the project site; layout; measuring and cutting to fit; performing the task; disposal of excess material; and time for lunch and breaks.

The Adjustment Factors Include:

The Adjustment Factors include the following costs, unless specifically excluded by the terms of the Contract Documents.

BUSINESS COSTS:

- ❑ Office overhead, including, but not limited to, office space, office equipment, office and management personnel, office supplies, and employee transportation.
- ❑ Insurance and bonding.
- ❑ Profit.

«Month» 2019
Sample Bid Note

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Page 00 - 1

General Rules of the Construction Task Catalog® (CTC):

Additional Notes and Guidelines:

**Demo price
includes loading
into truck or
dumpster.**

Within 125' of the Site.

**Dumpsters are a
separate task.
Hauling & Disposal
are separate tasks.**

**If item demolished
is part of different
task, it will not be
paid for
separately.**

**Contractors are
paid for installed
quantities only.
Waste is included
in unit price.**

**Assembly prices
take precedence
over component
pricing**

**14' working height
for all work except
masonry.**

**4' working height
for masonry.**

General Rules of the Construction Task Catalog® (CTC):

Adjustment Factors Include Both Business Costs and Construction Costs

Contractors do not get paid separately for items included in the Adjustment Factor

Business Costs:

Office Overhead

**Insurance &
JOC Administrative
Fee**

**Job Order
Development
Services**

Construction Costs:

**Project Management
and Supervision**

**Subcontractor's
overhead and profit.**

**Gang boxes and
storage containers
for contractor's
tools, equipment
and materials.**

The Contract Documents

- Contractor must have permission from CDOT to use Unspecified Service Task prior to submission
- Three (3) Quotes on vendors' or subcontractors' letterhead
- Justification for less than three (3) Quotes
- Contractor is paid the amount in the following formula:

For Work Performed with the Contractor's Own Forces:

A = Direct Labor Cost (Up through the foreman level and Fringe Benefits per Prevailing Wage Rates plus payroll taxes and insurance)

B = Direct Material Costs (supported by three quotes from material suppliers)

C = Direct Equipment Costs

Total Cost for Unspecified Services that are self-performed = $(A+B+C) \times 110\%$

For Work Performed by subcontractors:

D = subcontractor Costs (supported by three quotes from subcontractors)

Total Cost for Unspecified Services that are subcontracted = $D \times 110\%$



Bidding on the Contract

Bidding the Umbrella Contract



- Bidders must meet requirements of the contract including licenses, insurance, and bonds.
- Bidders must complete all required forms in their entirety and submit with the bid.
- Have a high-quality management team.
- A JOC Prime Contractor must be able to manage multiple projects at multiple sites with multiple subcontractors.
- Previous JOC experience is NOT a requirement.
- The Gordian Group will provide training on the JOC process, software, and other JOC related activities.

Adjustment Factors

Adjustment Factors determine the amount Contractors get paid for the work

	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
+	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
+	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
							Total Job Order Price

Calculating Adjustment Factors

What You Need

- **Scope of Work for Sample Project(s)**
- **Direct cost for self-performed work and subcontracted work**
- **Overhead costs, including project-related costs and profit**
- **Final Project Costs (Example: \$80,334)**

How to Calculate

- **Construction Task Catalog® (provided in the RFP documents)**
- **Price historical project from CTC selecting applicable tasks & quantities**
- **Calculate Total Job Order Price from the CTC (Sum of all the tasks)**
- **Calculate Adjustment Factor by Dividing Final Project Cost by the Total CTC Price**

Calculating the Adjustment Factors: Method to Calculate

- **Use Historical Project Data**

- Select a Completed Project
 - You Know Scope and Direct Costs
- Price Project From CTC
- Add on Overhead and Profit
- Calculate the Adjustment Factor

- **Avenue Beautification Phase 1**

- Install 40 Light poles
- Install 10 litter Receptacles
- Install 25 Bike Racks
- Inspect 30 Poles
- Paint 30 existing light poles
- Normal Working Hours Apply

Calculating the Adjustment Factors: Method to Calculate

Direct Cost of Work from CTC

• Install 40 light poles	\$264,354.98
• Install 10 litter receptacles	\$30,965.21
• Install 25 bike racks	\$154,620.93
• Inspect 30 poles	\$88,510.94
• Paint 30 existing light poles	\$88,510.94

TOTAL = \$ 626,963.01

Direct Cost of Work from Quotes or Estimates

• Install 40 light poles	\$269,700.47
• Install 10 litter receptacles	\$32,061.8
• Install 25 bike racks	\$167,358.83
• Inspect 30 poles	\$74,502.33
• Paint 30 existing light poles	\$74,502.33

TOTAL = \$ 618,125.83

Calculating the Adjustment Factors: Sample Price: Putting it all together

• A.	Direct Cost of Work from Quotes	\$ 618,125.83
• B.	Overhead 10%*	<u>\$ 61,812.58</u>
• C.	Subtotal (Cost & O/H)	\$ 679,938.41
• D.	Profit 10%*	<u>\$ 67,993.84</u>
• E.	Subtotal (Cost & O/H & Profit)	\$ 747,932.25
• F.	Price From CTC	\$ 626,963.01
•	Adjustment Factor (= E / F) = 1.1929	

*Sample Only. Contractor to determine O/H & Profit.
Prepare this calculation for more than one sample project.

Completing the Schedule of Prices

Part 1: Adjustment Factors

*SAMPLE ONLY

ADJUSTMENT FACTORS

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Job Order Contract using the Construction Task Catalog® (CTC) and Technical Specifications incorporated herein with the following Adjustment Factors:

Contractor agrees to perform any Pre-Priced Task in the Construction Task Catalog® for the Unit Price multiplied by the quantity, multiplied by one of the Adjustment Factors specified below:

1.

NORMAL WORKING HOURS ADJUSTMENT FACTOR: Contractor shall perform any or all Work called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the unit price specified in the CTC multiplied by the Adjustment Factor of:

1.1855

(Specify to four (4) decimal places)

2.

OTHER THAN NORMAL WORKING HOURS ADJUSTMENT FACTOR: Contractor shall perform any or all Work called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in Job Orders against his Contract for the unit price specified in the CTC multiplied by the Adjustment Factor of:

1.2425

(Specify to four (4) decimal places)

NOTE: STOP! COMPLETE THE AWARD CRITERIA DETERMINATION IN PART 2 CONTAINED IN THIS SECTION FOUR BEFORE COMPLETING THE AWARD CRITERIA FIGURE BELOW.

3. Award Criteria Figure

(From Line 21 in Part 2)

(Words)

Dollars

(\$)

(Figures)

Completing the Schedule of Prices

Part 2: Award Criteria Determination

SCHEDULE OF PRICES – PART 2

AWARD CRITERIA DETERMINATION

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

Each bidder is invited to propose the minority and female employee utilization goals for the project, as percentages of the journeyworker and apprentice and laborer hours to be expended in the construction of the project. Lines 8, 10, and 12 in the formula shall not be greater than 70 percent in each category, for the purpose of canvassing only. The 70 percent limit shall not deter or restrict the fuller utilization of minority employees for the project, but shall only serve as a limiting figure for use in the formula. Similarly, lines 14, 16, and 18 shall not be greater than 15 percent in each category, for the purpose of canvassing only. Actual amounts of minority and female work will be measured for the total hours of construction workers employed on the projects within each of the categories of journeyworkers, apprentice, laborers by the contractor and all of the worksite subcontractors.

Canvassing Formula

Line 1	Normal Working Hours Adjustment Factor	<u>1.1855</u>
Line 2	Multiply Line 1 by 0.70	<u>0.8299</u>
Line 3	Other than Normal Working Hours Adjustment Factor	<u>1.2425</u>
Line 4	Multiply Line 3 by 0.30	<u>0.3728</u>
Line 5	Add Lines 2 and 4	<u>1.2026</u>
Line 6	Maximum Potential Value for the Base Term	<u>\$30,000,000</u>
Line 7.	Multiply Line 5 by Line 6 Base Bid, in figures	<u>\$36,078,000</u>
Line 8.	Percentage of the total journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the Project. (Maximum figure .70)	<u>0.45</u>
Line 9.	Multiply Line 8 by Line 7 by 0.04	<u>\$649,404</u>
Line 10.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure .70)	<u>0.45</u>
Line 11.	Multiply Line 10 by Line 7 by 0.03	<u>\$487,053</u>

***SAMPLE ONLY**

Completing the Schedule of Prices

Part 2: Award Criteria Determination

Award Criteria Determination

Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure .70)	<u>0.45</u>
Line 13.	Multiply Line 12 by Line 7 by .01	<u>\$162,351</u>
Line 14.	Percentage of the total Journey worker hours that the Contractor proposes to be worked by female Journey workers during construction of the project. (Maximum figure .15)	<u>0.07</u>
Line 15.	Multiply Line 14 by Line 7 by 0.04	<u>\$101,018.4</u>
Line 16.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure .15)	<u>0.07</u>
Line 17.	Multiply Line 16 by Line 7 by 0.03	<u>\$75,763.8</u>
Line 18.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure .15)	<u>0.07</u>
Line 19.	Multiply Line 18 by Line 7 by 0.01	<u>\$25,254.6</u>
Line 20.	Summation of Lines 9, 11, 13, 15, 17, and 19	<u>\$1,500,844.8</u>
Line 21.	Subtract Line 20 from Line 7 = Award Criteria Figure	<u>\$34,577,155.2</u>

***SAMPLE ONLY**

Completing the Schedule of Prices

Transfer Award Criteria Figure to Part 1

NOTE: STOP! COMPLETE THE AWARD CRITERIA DETERMINATION IN PART 2 CONTAINED IN THIS SECTION FOUR BEFORE COMPLETING THE AWARD CRITERIA FIGURE BELOW.

3. Award Criteria Figure

(From Line 21 in Part 2)

Thirty four million five hundred seventy seven thousand one hundred and fifty five dollars and two cents

(Words)

Dollars

(\$ 34,577,155.2)

(Figures)

NOTES TO BIDDER:

- 1) Award Criteria Figure as calculated in Part 2.
- 2) Bidders should round all quoted Adjustment Factors to the nearest four decimal points.
- 3) In the event of discrepancy between the Adjustment Factors used on Schedule of Prices Parts 1 and 2, the Adjustment Factors bid in Part 1 - Schedule of Prices will prevail and will be used to calculate the Award Criteria Figure as calculated Part 2.
- 4) The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the above Schedule of Prices, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error. The Bidder must bid all Adjustment Factors set forth on this Schedule of Prices in Part 1.

***SAMPLE ONLY**

Once Bid Form 2 is Complete,
Transfer Line 21's Award Criteria
Figure from Part 2 to Part 1

Bid Considerations

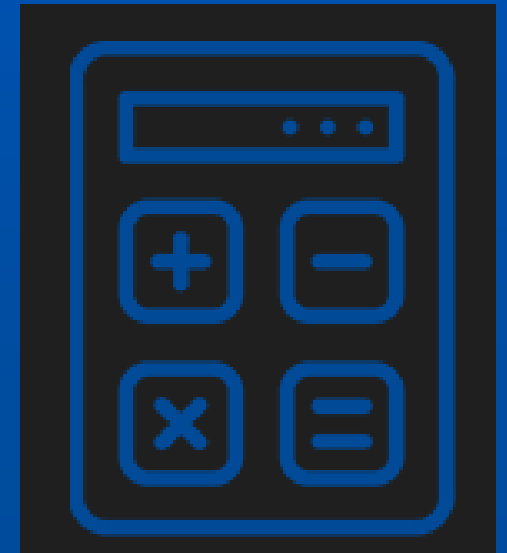
- Annual Price Adjustment

- Applied annually on the anniversary of the Award Date – Contractor requests in writing approximately 14 to 30 days prior to the anniversary of the contract
- Based on CCI (City of Chicago) published by Engineering News Record (ENR)

- Calculation (Based on Month of Solicitation Bid Due Date)

$$\frac{\text{Average CCI for Current Year}}{\text{Average CCI for Base Year}} = \text{The \% Increase or Decrease in Construction Costs}$$

- Percentage x Original Adjustment Factors = New Adjustment Factors for Next Year
- Applies to the Normal Working Hours Adjustment Factor
- Applies to the Other than Normal Working Hours Adjustment Factor



Bid Considerations

- Contractors Should Expect To
 - Prepare Incidental Drawings or Sketches for Some Projects
 - Justify Quantity Calculations
 - Explain Detail of Work
 - Prepare Proposals for Some Projects That Might be Canceled
 - Margins on CTC Tasks Vary
 - Some Projects are More Profitable than Others
 - Maintain a Fully Functioning Local Office
 - Hold Required Licenses

Bid Considerations

Importance of Contractor's Adjustment Factors

- Determines Lowest Bidder AND
- Used to Price Individual Work Orders
- Price Proposal Total Becomes the Lump Sum Job Order Price

	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
+	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
+	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
							Total Job Order Price

Bid Considerations



Risks of Low Adjustment Factors

- Leads to Arguments in Proposal Review
 - Unsupportable Tasks
 - Exaggerated Quantities
- Leads to Delays in Job Order Development
 - Takes Longer to Review Proposals
- Creates an Adversarial Relationship
 - Reduced Volume of Work
 - Will Shorten Contract
 - Lost Profitability
- No Second Chance to Improve your Margin

Review of Key Points

- Focus on Total Potential Value of Contract
 - \$50,000,000 Over Five (5) Years
- Evaluate Construction Task Catalog[®]
 - Analyze Unit Prices
 - Know the General Guidelines for Using the CTC
- Contractor Performance Drives Volume
 - Ability to Market Program and Services
 - Responsive Service
 - Accurate Proposals
 - Safe and Clean Project Sites
 - High Quality Construction
 - On-Time Completion
 - On Time Close Out



Review of Key Points

*Review and submit Document Submittal Checklist

DOCUMENT SUBMITTAL CHECKLIST

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

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



Thank you!

**ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID
SPECIFICATION PER ADDENDUM NO. 1**

END OF ADDENDUM NO. 1

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES**

**AILEEN VELAZQUEZ
CHIEF PROCUREMENT OFFICER**

JUNE 24, 2026

CLARIFICATION NO. 1

**FOR
CDOT 2026 JOB ORDER CONTRACT FOR FLATWORK
SPECIFICATION NO. 1301245A RFQ 67294.2**

For which bids are scheduled to open in the Bid & Bond Room 103, City Hall, 121 N. LaSalle Street Chicago, Illinois 60602, at 11:00 a.m., on **JULY 10, 2026**.

The following additions, changes and revisions are incorporated into the above-referenced Specification (the "Contract Documents") as noted. All other provisions and requirements as originally set forth, except as amended by previous addenda, remain in full force and are binding. Any additional work required by this Addendum shall conform to the applicable provisions of the original Contract Documents. Any and all addenda must be acknowledged by the vendor on the Execution Page by Addendum number. Failure on behalf of the vendor may be cause for rejection of bid.

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE
PROVIDED ON THE BID EXECUTION PAGE**

SECTION 1. QUESTIONS AND ANSWERS/CLARIFICATIONS

The following questions and requests for clarification were submitted in accordance with the instructions provided in the Contract Documents. The City's response follows each question or request for clarification in the table below:

Question 1:	Can you confirm the minimum contract value and maximum contract value for the base term and option years?
Answer:	See Book 2, Project Information, Contract Amount, Page 10
Question 2:	Will the City be awarding a Primary, Secondary, and Tertiary contractor under this contract?
Answer:	See Book 2, Project Information, Basis of Award, Page 7
Question 3:	For night work, weekend work, emergency work, and accelerated schedules, is compensation limited to the Other Than Normal Working Hours Adjustment Factor?

Answer	See Book 1, I. General Provisions, B. Definitions, 41
Question 4:	Are traffic control, police details, permit fees, utility coordination, and restoration expected to be included in the Adjustment Factors, or can they be priced separately when applicable?
Answer	Depends on the Final Detail scope of work. See Book 1, XXV. JOC Supplemental Conditions, A. General Provisions, 2. Architectural and Engineering Services, f.
Question 5:	Are permits and fees from outside agencies (IDOT, MWRD, CDWM, CTA, Metra, railroads, and utilities) included in the Contractor's pricing, or are they reimbursable?
Answer	See Book 1, XXV. JOC Supplemental Conditions, A. General Provisions, 2. Architectural and Engineering Services, f.
Question 6:	Can the City provide historical information from the previous Flatwork JOC, including total contract spend, number of Job Orders issued, average Job Order value, current contractor(s), and a breakdown of spending by work type (sidewalks, curbs, pavement, drainage, bridges, landscaping, etc.)?
Answer	It is public knowledge, see DPS website for awarded contracts. City of Chicago :: Awarded Contracts
Question 7:	Does the City anticipate most Job Orders being sidewalk/curb and gutter work, or will larger roadway, bridge, and drainage projects also be issued under this contract?
Answer	See Book 1, XXV. JOC Supplemental Conditions, D. JOC Scope of Work, 2.
Question 8:	Are contractors responsible for all future increases in labor, material, fuel, disposal, and landfill costs during the contract term?
Answer	See Book 1, XXV. JOC Supplemental Conditions, F. Economic Price Adjustment, 1, 2, 3, 4.
Question 9:	Will contractors be required to provide design, engineering, surveying, geotechnical, or permitting services as part of Job Orders when requested?
Answer	All these services may be requested; it will depend on the Final Scope of Work. See Book 2, Section 1, Project Information.

Question 10:	Are emergency response Job Orders anticipated under this contract? If so, what are the typical response time requirements?
Answer	See Book 1, XXV. JOC Supplemental Conditions, E. JOC Procedure for Ordering Work, 8. Emergency Job Order Procedures.

**ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID
SPECIFICATION PER CLARIFICATION NO. 1**

END OF CLARIFICATION NO. 1

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES**

**SHARLA D. ROBERTS
CHIEF PROCUREMENT OFFICER**

1301245A: CDOT 2026 JOC for Flatwork (eProcurement)

EPROCUREMENT DOWNLOAD INSTRUCTIONS FOR JOC BID SOLICITATIONS

******PLEASE NOTE SPECIAL INSTUCTIONS BELOW******

The following documents (Books 1 and 2) can be accessed through the eProcurement Module:

BOOK 1 - Terms and Conditions for Construction

BOOK 2 - Instructions and Execution Documents

The following documents (Books 3 and 4) can be accessed through the link below:

BOOK 3 – Construction Task Catalog & Using the Construction Task Catalog

BOOK 4 – Technical Specifications

LINK: [CDOT June 2026](#)

Please note – Click to follow link. If the links to the CTC and Specifications do NOT work, please send an official Bid Question to the Procurement Specialist illustrated in the Bid Documents.

*******THIS LINK WILL ONLY BE ACTIVE UNTIL BID OPENING HAS
COMPLETED. PLEASE DOWNLOAD AND REVIEW TO HELP DETERMINE
APPROPRIATE ADJUSTMENT FACTORS*******

APPENDIX 1 ePROCUREMENT

This is an eProcurement Bid. Bids are to be submitted through the City's "iSupplier" system, the City's eProcurement computer system for electronic bidding and providing Contractors with access to contract, ordering and payment information for their City contracts. The following provisions apply to this bid and supersede any conflicting provisions in Books 1, 2, and 3.

1. Obtaining the Bid Documents

Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda. Documents may be downloaded from the Department of Procurement Service's ("DPS") website at the following URL:

<http://www.cityofchicago.org/eProcurement>

Click on "Current Bids."

In order to receive notice of clarifications and addenda, Bidders must be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer. This will sign Bidders up for notifications.

Bid Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS web site at www.cityofchicago.org/TOL. To find Opportunity Take Out lists go to "Get Started Online," click "Opportunities" and search by the specification number.

2. Clarifications and Addenda

The City will send an email notification to suppliers who have indicated intent in a Bid that an addendum or clarification has been issued. The Clarifications and Addenda incorporated into the electronic bid document available at the following URL:

<https://www.cityofchicago.org/eProcurement>

Suppliers that have indicated interest in a Bid will receive email notification that an addendum or clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Bidder from the obligation to bid according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic Acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic Bid. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this bid solicitation.

3. Questions Regarding the Bid Documents; Bidder Inquiry Deadline

All inquiries regarding the Bid Documents or procurement process may be directed to the Procurement Specialist/Senior Procurement Specialist in iSupplier via online discussion or via email at the email address listed on the front cover of the Bid Documents.

The Bidder Inquiry Deadline is listed on the front cover of the Bid Documents under "Deadline for Questions." Inquiries received after the Bidder Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Bidders may only rely on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City.

4. Preparation of Bids & Completion of the Bid Documents

Each Bidder must complete all of the forms listed on the Bid Submittal Checklist (with the exception of the Proposal Pages) in the Requirements section and scan and upload them as attachments to the electronic bid submission. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the City.

Bidders must submit their pricing electronically by filling out bid lines in the electronic Price Schedule in the iSupplier system.

Bidders must use the Bid Execution Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the City that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents. Signatures must be sworn before a Notary Public. The form must be printed, signed, notarized and scanned then uploaded as an attachment to the electronic bid submission.

5. Submission of Bids - Date, Time, and Place

Bids are to be submitted electronically to the Department of Procurement on the date and prior to the time stated on the Cover Page of the Bid Documents, or any addendum issued by the City to change such Bid Opening Date. No bid will be accepted after the Bid Opening Date. The time of the receipt of the bid will be determined solely by the "Time of Quote" generated by the iSupplier system.

6. Bid Deposit

\$25,000.00

When submitting an electronic bid, scan and upload a copy of your bid deposit with your submittal documents. The 1st and 2nd apparent low bidders will be required to deliver their original and properly executed bid deposit to the Bid & Bond Room within 2 business days following the Bid Opening Date.

BOOK 1
TERMS AND CONDITIONS FOR CONSTRUCTION

PROJECT TITLE: CDOT 2026 Job Order Contract for Flatwork

SPECIFICATION No: 1301245A
RFQ No: 67294

CITY OF CHICAGO
CHICAGO DEPARTMENT OF TRANSPORTATION

BRANDON JOHNSON
MAYOR



Issued by the
DEPARTMENT OF PROCUREMENT SERVICES

SHARLA D. ROBERTS
CHIEF PROCUREMENT OFFICER

City Funding

September 2018
Revised for JOC September 2024
(The City may from time to time revise these terms and conditions)

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I. GENERAL PROVISIONS

A. Acronyms

"ACI" - American Concrete Institute

"AED" - Associated Equipment Distributors

"AISC" - American Institute of Steel Construction.

"ANSI" - American National Standards Institute.

"ASME" - American Society of Mechanical Engineers.

"ASTM" - American Society for Testing and Materials

"EDS" - *See Section XXI.S.*

"CTA" - Chicago Transit Authority

"FEPC" - Fair Employment Practices Commission.

"IEPA" - Illinois Environmental Protection Agency.

"IDOT" - Illinois Department of Transportation.

"NEC" - National Electric Code.

"NFPA" - National Fire Protection Association

"NEMA" - National Electrical Manufacturer's Association.

"OSHA" - U.S. Occupational Safety and Health Administration

B. Definitions

1. "Adjustment Factor" means a competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®. There are two Adjustment Factors for this Contract that apply to every task in the Construction Task Catalog®. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each Pre-Priced Task.
2. "Award Criteria Figure" means the figure calculated in the Award Criteria Figure Determination in Line 21 of Part 2 - Schedule of Prices in Book 2, which is used for the purposes of determining the lowest Bid.
3. "Architect/Engineer" means the person designated by the Commissioner to provide the Contract drawings and Detailed Specifications for the Work you are to perform.
4. "Base Term" means the initial period of the Contract and does not include any Option Terms.
5. "Blanket Release" means the signed Document from the City for (i) authorizing the Contractor to commence Work in accordance with the Job Order, or (ii) the approval of a Field Order's Job Order Price. The City will review the Contractor's Job Order Proposal Package and if acceptable, the Chief Procurement Officer will issue an executed Blanket Release for the Work described in the Detailed Scope of Work. The executed Blanket Release shall be signed by both the Commissioner and the Chief Procurement Officer, or their duly authorized representatives. The executed Blanket Release will set forth a lump sum amount for the compensation of the Job Order.
6. "Business Days" means Monday through Friday, unless an officially designated City holiday falls on one of those days.
7. "Chief Procurement Officer" means the Chief Procurement Officer for the City of Chicago, and any representative duly authorized in writing to act on his/her behalf.

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8. "City" means the City of Chicago, a municipal corporation and home rule unit of government existing under the Constitution of the State of Illinois.
9. "Commissioner" means the head of the Department and any designee duly authorized in writing to act on his/her behalf.
10. "Comptroller" means City Comptroller or his designated representative.
11. "Construction Task Catalog®" (CTC) means Book 3 of the Contract Documents. The CTC is comprised of a comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
12. "Consultant(s)" refers to the person, firm or corporation awarded a contract by the City to provide professional architectural or engineering design services or construction supervision for the Project.
13. "Contract" means this Contract, including your bid proposal (as accepted by the City), the City's bid specification, which includes Books 1, 2, 3, and 4, , addenda, all exhibits and schedules that are attached to it and documents incorporated in it by reference; fully executed performance and payments bond(s); and all Job Orders and related documentation, amendments, modifications, or revisions made from time to time in accordance with its terms.
14. "Completion Date" is the date, determined by the Commissioner, on which the Project is to reach Substantial Completion. The Completion Date will be determined based on the duration for the Project set by the Job Order as adjusted by the City extending or reducing the duration of the Project.
15. "Contract Modification" means a written modification of the terms and conditions of this Contract, signed by you, the Chief Procurement Officer, the Mayor and the Comptroller.
16. "Contractor" or "you" means the person who is awarded the Contract.
17. "Contract Price" is defined in Section XIII.A.
18. "Contract Time" is the duration of the Contract, including approved time extensions. See I.B.42.
19. "Corporation Counsel" means the head of the City's Department of Law and any Assistant Corporation Counsel duly authorized to act on the Corporation Counsel's behalf.
20. "Day" means calendar day.
21. "Daytime Work" means work performed between the hours of 6:00 a.m. to 6:00 p.m.
22. "Department" means the City Department identified on the cover of this Contract.
23. "Detailed Scope of Work" or "DSOW" means a document setting forth the Work the Contractor is obligated to complete for an individual Job Order.
24. "Detailed Specifications" means the written requirements for materials and equipment to be used in the Work, including any plans or drawings, and standards of performance for the Work, which are set forth in the Job Order or incorporated by reference.

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25. "Environmental Laws" means all applicable Federal, State, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters.
26. "Equipment" means all machinery and equipment, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper and acceptable completion of the Work.
27. "Field Order" means the written order to you, signed by the Commissioner, unilaterally directing changes in the Work or the Job Order Completion Time, or directing you to take corrective action and to adhere to Contract.
28. "Final Completion and Acceptance of the Work " means the last date on which all of the following events have occurred: (i) the Commissioner has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Contract; (ii) final inspections have been completed and operations systems and equipment testing have been completed; (iii) final occupancy certifications have been issued; (iv) all deliverables have been provided to the Commissioner; and (v) all contractual requirements for final payment have been completed.
29. "Hazardous Materials" means asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, special nuclear materials, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. Sec. 2014, *et seq.*), pesticides under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Sec. 136, *et seq.*) and any hazardous waste, toxic substance or related material, including any substance defined or treated as "hazardous waste," "special waste," or "toxic substance" (or comparable term) in any Environmental Law.
30. "Include" (in all of its forms) means "include without limitation" unless the context clearly indicates otherwise.
31. "Job Order" shall mean a written order requiring the Contractor to complete a Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. Job Order includes all documents associated with an individual Job Order including, but not limited to: Detailed Scope of Work, Request for Proposal, Price Proposal, the Job Order Proposal Package, and the Blanket Release and all other documents attached as backup to Job Orders, including plans, if any, schedule and examining the specific Job Order location to determine existing conditions and quantities. Also known as a Project.
32. "Job Order Completion Time" means the time within which the Contractor must complete the Detailed Scope of Work.
33. "Job Order Contract" (JOC) means an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual Job Orders at different locations. A signed Blanket Release will be provided to the Contractor for each Job Order issued in under this Contract.
34. "Job Order Price" means the amount a Contractor will be paid to complete the Detailed Scope of Work.

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- 35.** "Job Order Proposal Package" means the Contractor prepared documents submitted to the City after the Price Proposal has been approved and before a Notice to Proceed is issued.
- 36.** "Maximum Potential Value" means the maximum dollar value that can be ordered during any individual term of the Contract plus any carry-over amounts from a previous term(s). The Maximum Potential Value is the amount described in the Advertisement for Bids.
- 37.** "Minimum Contract Value" means the minimum value of Job Orders the Contractor is guaranteed to have the opportunity to be issued under this Contract.
- 38.** "Management Consultant" or "Program Manager" means the organization or entity, if any, that the City has retained to oversee the planning, design, and construction of the Project.
- 39.** "Municipal Code" means the Municipal Code of Chicago.
- 40.** "Night Work" means work performed between the hours of 6:00 p.m. and 6:00 a.m. unless otherwise defined in the plans.
- 41.** "Normal Working Hours" means the hours of 6:00 a.m. to 6:00 p.m., Central Time, on Monday through Friday, except following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Days. Bidders shall assume City buildings are occupied during Normal Working Hours by various Departments and shall coordinate around to prevent any disturbance. Normal Working Hours and schedules on a particular Job Order shall be approved by CDOT in advance to Work Commencement.
- 42.** "Notice to Bidders" means the Advertisement for Bids, the official notice inviting bids for the proposed Work to be done under this Contract.
- 43.** "Notice to Proceed" "Notice to Proceed" means the written authorization from the City to complete the Detailed Scope of Work (DSOW) for the Job Order Price within the Job Order Completion Time. The Notice to proceed will be issued by the Department. See Section Two of Part One, Definitions for Blanket Release.
- 44.** "Option Term" means an additional period of time beyond the Base Term which extends the termination date of the Contract.
- 45.** "Other than Normal Working Hours" means the hours of 6:00 p.m. to 6:00 a.m., Central Time, on Monday through Friday, and all day Saturday, Sunday, and following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Days. The Other than Normal Working Hours Adjustment Factor must be greater than the Normal Working Hours Adjustment Factor. Other than Normal Working Hours and schedules on a particular Job Order shall be approved by CDOT in advance to Work Commencement.
- 46.** "Owner" means the City of Chicago.
- 47.** "Pre-Priced Task" means an item of Work included in the Construction Task Catalog® for which a Unit Price is given.

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(Revised September 2018)

- 48. "Price Proposal" means a document prepared by the Contractor that includes Pre-Priced Tasks from the Construction Task Catalog®, quantities, and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 49. "Product Data" are illustrations, standard schedules, performance charts, instructions, descriptive literature, catalogs and brochures, performance and test data, test certifications, diagrams and other information furnished by you to illustrate a material, product or system for some portion of the Work.
- 50. "Project" means, collectively, the improvements you are to construct in accordance with the Contract. A Project may consist of one or more Job Orders.
- 51. "Provide" means furnish and install, unless otherwise specified in this Contract.
- 52. "Punch List" or "Punch List work" means minor adjustments, repairs or deficiencies in the Work, as determined by the Commissioner in his sole discretion.
- 53. "Record Documents" are all documents pertaining to the completed Work and the Project that the Contract requires you to provide to the City, including Record Drawings, Record Shop Drawings, product data, instructions, parts list, certified payrolls and operations and maintenance manuals.
- 54. "Record Drawings" means drawings reflecting the final built Project configuration, including approved modifications.
- 55. "Request for Price Proposal" or "RFPP" means the written request to the Contractor to prepare a Price Proposal for the Detailed Scope of Work. Also known as an RFPP.
- 56. "Samples" mean physical examples that illustrate materials, equipment or workmanship. Samples include materials, fabricated items, equipment, devices, appliances, or parts of them, as called for in the Detailed Specifications and any other Samples that may be required by the Commissioner to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials proposed by you conform to the required characteristics.
- 57. "Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the Work by you or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Shop Drawings include: fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; wiring and control diagrams; and other drawings pertaining to materials, equipment and systems and methods of construction that may be required to show that the materials, equipment or system conform to the Contract requirements. Shop drawings must establish the actual detail of all manufactured and fabricated items and indicate the proper relation to the adjoining Work.
- 58. "Special Wastes" means those substances as defined in the Illinois Environmental Protection Act, 415 ILCS 5/3.45, and further defined in Section 809.103 of 35 Illinois Administrative Code, Subtitle G, Ch. 1.
- 59. "Subcontractor" means any person or entity with whom you contract to provide any part of the Work, and all subcontractors of any tier, including suppliers and material persons, whether or not in privity with you.

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- 60. "Submittal" means Schedule, Shop Drawings, Product Data or Samples and other items that the Contract may require you to submit to the Commissioner.
- 61. "Substantial Completion Date" is the date upon which you have met the requirements for Substantial Completion in the opinion of the Commissioner.
- 62. "Substantial Completion of the Project" or "Substantial Completion" means that, in the opinion of the Commissioner, you have completed all Work in accordance with the Contract, except for Punch List Work, and the City is able to occupy and use the Project for the purpose intended.
- 63. "Supplemental Job Order" is a secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
- 64. "Technical Specifications" means Book 4 of the Contract Documents, and includes the written requirements for materials and equipment to be used in the Work, including any plans or drawings and standards of performance for the Work, which are set forth in Parts Three and Four, incorporated by reference, or included with the Job Order.
- 65. "Total Base Bid" means the amount in the Award Criteria Figure Determination in Line 7 of Part 2 - Schedule of Prices contained in Book 2, which is calculated by multiplying the Adjustment Factors by the Maximum Potential Value. The Bidder's EEO commitments are subtracted from the Total Base Bid to create the Award Criteria Figure.
- 66. "Unspecified Services" means an item of Work required by the Detailed Scope of Work that is not included in the Construction Task Catalog® but within the general Scope and intent of the Contract.
- 67. "Work" means all labor, materials, equipment, deliverables, and other incidentals to be provided by you under this Contract that are necessary or convenient to the successful completion of this Project and that are required by, incidental or collateral to the Contract.
- 68. "You" means "Contractor." See above.

C. Usage and Contract Interpretation

- 1. Unless a contrary meaning is specifically noted elsewhere, words such as, "as required," "as directed," "as permitted," and similar words mean that requirements, directions of, and permission of the Commissioner are intended. The words "approved," "acceptable," "satisfactory," or words of like import, mean "approved by," "acceptable to," or "satisfactory to" the Commissioner. The words "necessary," "proper," or words of like import as used regarding the extent, conduct or character of the Work specified means that Work must be conducted in a manner, to the extent, or be of character that is "necessary" or "proper" in the opinion of the Commissioner. The Commissioner's judgment in these matters is final and you are not permitted to contest it.
- 2. Where the imperative form of an address is used, such as "perform the excavating," "provide equipment required," "remove obstructions encountered," "furnish and install reinforcing steel bars," etc., that address is directed to you .

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3. Any headings in this Contract are for convenience of reference only and do not define or limit its terms or provisions. All article and section references, unless otherwise expressly indicated, are to sections of this Contract. Words importing persons include firms, associations, partnerships, trusts, corporations, joint ventures and other legal entities, including public bodies, as well as natural persons. Words of any gender include correlative words of other genders. Words importing the singular number include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document include the latest version and all supplements and/or amendments to any such exhibits or documents. All references to any person or entity include any person or entity succeeding to the rights, duties, and obligations of those persons or entities in accordance with the terms and conditions of this Contract.
4. Whenever reference to a law is contained in this Contract, the reference includes any amendments to the law.

D. Severability

If any provision of this Contract is inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any other provision of this Contract, or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, those circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstance, or render any other provision or provisions of this Contract invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any phrases, sentences, clauses, or sections contained in this Contract will not affect the remaining portions of this Contract or any part of it.

E. Estimates of Quantities

If an estimate of quantities of Work is listed in the Bid Schedule of Prices, you understand that:

1. the estimate is approximate only;
2. the City does not expressly or by implication represent or warrant that the actual quantities involved will correspond to the estimate;
3. payment to you will be made only for the actual quantities furnished and installed in accordance with the terms of this Contract; and
4. the Chief Procurement Officer and the Commissioner reserve the right to jointly order, in writing, to increase, decrease or delete quantities of Work pursuant to all terms and conditions of the Contract.

F. Order of Precedence of Component Contract Parts

The order of precedence of the component contract parts is as follows:

1. Terms and Conditions;
2. Addenda if any;
3. The Detailed Scope of Work including any Plans or City Drawings;
4. Detailed Specifications;

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5. Standard Specifications of the City, State or Federal Government, if any;
6. Advertisement for Bids (copy of advertisement to be attached to back of cover);
7. Requirements for Bidding and Instructions to Bidders;
8. Performance Bond, if required;
8. Construction Task Catalog®; and
9. Technical Specifications.

The foregoing order of precedence governs the interpretation of the Contract in all cases of conflict or inconsistency in it.

G. Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to its subject matter, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are implied or impressed upon this Contract that are not expressly addressed in it.

II. PROJECT ORGANIZATION

A. The Commissioner

For the purposes of this Contract, the Commissioner, or any successor office to the Commissioner, will represent the City in all matters relating to the performance of your Work under this Contract and will constitute the point of receipt for all deliverables required under this Contract, unless expressly specified otherwise in this Contract. The Commissioner will decide all questions that arise with regard to the administration of the Contract such as to the quality and acceptability of materials furnished, the Work performed and rate of progress of the Work. The Commissioner will determine the amount and quality of Work performed and materials furnished and their estimates. The Commissioner's estimate will be a condition precedent to your right to receive money due under the Contract, but then only if the modifications or amendments to the Contract are approved in accordance with Article XIV, "Changes in the Work."

B. The Chief Procurement Officer

The approval of the Chief Procurement Officer is required to enter this Contract and to modify it.

C. Contractor

The Work is under your charge and care until Final Completion and Acceptance of the Work, unless otherwise specified elsewhere in the Contract.

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III. CONTRACTOR'S OBLIGATIONS

A. Contractor

1. Except as may be expressly provided otherwise in the Contract, you are solely responsible for selecting the means, methods, techniques, sequences, and procedures used in performing the Work. The intent of the Detailed Specifications is to describe the completed Work that you must provide to fulfill the requirements of the Contract. The Detailed Specifications are not intended to cover every detail of materials, parts, or activities necessary to complete the Work. You must perform all activities that may be required or necessary to complete the Work in accordance with the Contract. For the Contract Price, you must construct, furnish and install all materials, parts and labor necessary to complete the entire Work, whether or not the Contract particularly specifies or shows the details of Work.
2. The Work under this Contract has not been completely segregated into divisions of Work to be performed by any trade or Subcontractor. You are responsible for all division of work. However, wherever any provision of any section of the specifications conflicts with any agreements or regulations of any kind at any time in force among members of any trade or craft associations, unions or councils that regulate or distinguish that work is or is not included in the work of any particular trade, you must make all necessary arrangements to reconcile any such conflict without delay, damage, or cost to the City.
3. Before submission of your bid, you must review the Contract Documents. If at any time before the bid opening you discover any errors, discrepancies or omissions in the Contract or any discrepancy, you must notify the Chief Procurement Officer immediately, in writing for an interpretation through an Addendum.
4. This written request must be received by the Chief Procurement Officer no later than 10 days before bid opening, or no response will be provided. You will not be allowed to take advantage of your discovery of any such error or omission or discrepancy in the Contract after the award of the Contract. Any Work done after the discovery, unless authorized by the Chief Procurement Officer, will be done at your expense.
5. Except as otherwise expressly provided in the Contract, the Adjustment Factors include all costs and expenses for which you will be compensated in connection with the Contract, including
 - a. the costs of performing any or all of your obligations and duties under the Contract;
 - b. the costs of all materials, equipment, supplies, tools, machinery, labor, supervision, management and items of any and all kinds that are or may be necessary and incidental to the full and satisfactory completion of the Work, whether or not specified or indicated in the Contract;
 - c. the costs of permits, insurance, bonds and license;
 - d. the costs associated with any risks you assume under the Contract;
 - e. the costs associated with all warranties and guarantees;

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- f. the costs of complying with the directives of the Chief Procurement Officer and/or the Commissioner;
- g. the costs of complying with all laws applicable to the Contract; and
- h. all overhead and profit.

No term of the Contract that further specifically indicates that you must bear the costs of an item or that further specifically indicates that an item will be performed at no additional cost to the City will be construed or interpreted to in any way limit the foregoing.

- 6. You must begin the Work on the date specified in the Notice to Proceed. In addition, upon receipt of the Notice to Proceed, you must assign and maintain during the term of the Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, and qualified to perform the Work. You must include among your staff such personnel and positions as the Contract may require.

If, in the reasonable opinion of the Commissioner, the performance of your personnel assigned to the Work is at an unacceptable level, or does not comply with the provisions of Section VIII.A, "Competency of Workers," those personnel must cease to be assigned to this Work and must return to you. You must then furnish to the Commissioner the name of a substitute person or persons in accordance with Section III.A.6. Absence of sufficient qualified personnel for the Work constitutes an event of default.

- 7. You must supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. You are responsible for providing a finished Project that complies fully with the Contract.
- 8. Risk of Loss. The Work is under your charge and care until Final Completion and Acceptance of the Work by the Commissioner, unless otherwise specified in the Contract. You assume all responsibility for injury or damage to the Work by action of the elements, fire or any other causes whatsoever, including injury or damage arising from the execution or non-execution of the Work. You must rebuild, repair, restore and make good, at no additional cost to the City, all injuries or damages to any portion of your Work before Final Completion and Acceptance of the Work.
- 9. When the City furnishes equipment or materials to you for use or inclusion in the Work, you must safeguard all such equipment and materials as you would equipment and materials that you furnished.
- 10. The Work will not be considered to be completed and accepted until you receive written notice from the Commissioner confirming the Final Completion and Acceptance of the Work.
- 11. If you have any questions or concerns with respect to the Contract Documents, you must raise them with the Commissioner.

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B. Subcontractors

1. All rights and obligations under this Contract are by and between the City and you. Except as may otherwise be provided in the Contract, there is no privity between Subcontractors and the City. Subcontractors have no rights as third-party beneficiaries under this Contract except as may be provided in Article XXIII. You must implement such measures as may be necessary to ensure that your Subcontractors are bound by all applicable provisions of the Contract.
2. All Subcontractors are subject to the approval of the Chief Procurement Officer. You must not substitute a Subcontractor previously accepted by the Chief Procurement Officer unless the substitution is acceptable to the Chief Procurement Officer. All requests to subcontract must be submitted on a form approved by the Chief Procurement Officer.
3. You are responsible in all aspects and at all times for all Subcontractor Work.
4. Except as required under Article XXIII, you must upon request furnish the Chief Procurement Officer with one copy of each written subcontract and subsequent modifications signed by you and the Subcontractor evidencing the agreement. All subcontracts must be in writing. All subcontracts must require that (i) all Subcontractors' Work be performed in strict accordance with this Contract; and (ii) the Subcontractor is bound by and subject to the requirements of this Contract, whether or not a particular provision specifically mentions Subcontractors. Subcontracts may contain different provisions than are provided in this Contract with respect to payments, schedules, and matters not affecting the quality or timely completion of the Work under this Contract, but only if the City's rights are not thereby prejudiced. You must require each Subcontractor to enter into similar subcontracts with its Subcontractors. You must make available to each Subcontractor, before the execution of the subcontract, copies of this Contract, to which the Subcontractor will be bound pursuant to the requirements of this Section III.B.4.
5. If a subcontract provided to the City does not comply with these requirements, the City's failure to object is not a waiver of them, and you will remain liable to the City for all damages, costs, fines, losses and claims arising out of the non-compliance.
6. In the case of Work performed by Subcontractors, you must secure warranties from the Subcontractors addressed to and in favor of the City; deliver copies of them to the City upon completion of the Subcontractors' Work and; guarantee and assume full responsibility for the performance of any repair or replacement Work that may be required for the full period of the warranties provided. However, the delivery of the warranties will not relieve you from any obligations assumed under this Contract.
7. Contractor hereby collaterally assigns any or all subcontracts to the City, effective upon the City's exercise, at its sole discretion, of its right to assume such assignment as a remedy for Contractor's default or in the event of early termination. The Contractor must require each of your Subcontractors (including materialmen) to consent to a collateral assignment to the City of their respective subcontract with the Contractor. The Contractor's subcontracts must include language stating:

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Contractor has collaterally assigned this subcontract to the City of Chicago, effective upon written assumption of such assignment by the City in the event of Contractor's default or early termination of Contractor's contract with the City. Subcontractor hereby consents to such assignment and assumption. Subcontractor acknowledges and agrees that, in the event of such an assignment and assumption, the City will have no liability to Subcontractor for work performed by Subcontractor prior to the effective date of the assignment and assumption and that Subcontractor shall look solely to Contractor for any compensation or other obligations arising under the subcontract prior to such date.

8. The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by § 2-92-586 of the Municipal Code, where not otherwise prohibited by Federal or State law.
9. Compliance with Multi-Project Labor Agreement (PLA). The City has entered into the PLA with various trades regarding projects as described in the PLA, which is hereby incorporated by reference. A copy of the PLA, with appendices, may be found on the City's website at <http://www.cityofchicago.org/PLA>. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any work under this agreement, and shall comply in all respects with the PLA.

C. Site Conditions and Inspection

1. Surveys, soil borings, geotechnical information, data, plans or other materials generally describing the unimproved land or existing structures at the site may be provided to you by the City. Such information is not warranted by the City to be accurate. You are not entitled to rely on it. In signing this Contract you are acknowledging that when such information appears in Contract documents, prepared by the City or its Consultants, the City and its Consultants have not verified the information. Site plans do not constitute any representation by the City to you of site boundaries or characteristics.
2. You must take field measurements, verify field conditions and carefully compare those field measurements and conditions and any other information known to you with the Detailed Scope of Work before commencing the Work. No allowance will be made to you for any extra labor and/or materials required due to site conditions or discrepancies that might have been discovered by a thorough and proper inspection of the site. If land surveying Work is required under this Contract, you must have the Work performed by a land surveyor that is licensed as such by the State of Illinois.
3. If conditions are encountered at the site which are (i) subsurface or otherwise unknown or concealed physical conditions which differ materially from those indicated in the Detailed Scope of Work; or (ii) pre-existing unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character provided for in the Detailed Scope of Work, including the presence of unanticipated Hazardous Materials, then you must provide immediate written notice to the Commissioner before proceeding with the work or disturbing those areas.

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4. If the conditions differ materially from those indicated in the Detailed Scope of Work, and cause a material increase or decrease in your cost or time required for the performance of any part of the Work, a Supplemental Job Order or extension of the Job Order Completion Time, or both, will be made under Article XIV, "Changes in the Work."
5. You must keep on hand at the Work site, for reference, a complete set of the Detailed Scope of Work and Supplemental Job Orders for the Work, copies of all plans and shop drawings, all additional and revised plans furnished by the City and all orders issued to you by the Commissioner that relate to the Work.

D. Cleaning Up

During the construction, you must keep the Work site and adjacent premises as free from material, debris, and rubbish as is practicable and must remove them entirely and at once, if in the opinion of the Commissioner, the material, debris or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the public. Upon verbal and/or written notification of unacceptable work day conditions by the City, you will be responsible for immediate rededication within 48 hours of notification. Your failure to act accordingly will result in completion of remediation work by the City at your expense.

As a condition of Final Completion and Acceptance of the Work, you must remove from the Work site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs, and must restore the site to the same general conditions that existed before the Work began.

You must clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of the Work, or existing work, due to your operations.

You are solely responsible for and must assume all liability associated with off-site disposal of any Hazardous Materials generated as a result of your construction activities.

E. Contractor's Warranties and Representations

You warrant and represent that:

1. You have carefully examined and analyzed the provisions and requirements of this Contract; you have inspected the Work site(s) to the extent made available by the City; from your own analysis you have satisfied yourself as to the nature and scope of work, all conditions, any obstructions and requirements needed for the preparation of your bid and the performance of this Contract, the general and local conditions, and all other matters that in any way may affect this Contract or your performance; and the time available for the examination, analysis, inspection and investigation was adequate;
2. This Contract is feasible of performance in accordance with all of its provisions and requirements and that you can and will perform, or cause to be performed, the Work in strict accordance with the provisions and requirements of this Contract;
3. Except for the contents of this Contract, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, representatives or employees, has induced you to submit a bid nor have you relied upon any, including any reference to (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the nature, existence, or location of materials,

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structures, obstructions, utilities or conditions, surface or subsurface, that may be encountered at or on the Work site; (iii) the nature, quantity, quality or size of any materials, equipment, labor and other facilities needed for the performance of this Contract; (iv) the general conditions that may in any way affect this Contract or its performance; (v) the compensation provisions of the Contract; or (vi) any other matter;

4. You were given ample opportunity and time to review the Contract documents before submittal of your bid in order that you might request an addendum to the Contract documents that might correct or clarify them; you did so review the Contract documents, and every such correction or clarification has been included in this Contract or else, if omitted, you expressly relinquish the benefit of them and are willing to perform this Contract in its entirety without claiming reliance on any such omission or making any other claim on account of the omission;
5. In accordance with § 11-4-1600(e) of the Municipal Code, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):
 - 7-28-390 Dumping on public way;
 - 7-28-440 Dumping on real estate without permit;
 - 11-4-1410 Disposal in waters prohibited;
 - 11-4-1420 Ballast tank, bilge tank or other discharge;
 - 11-4-1450 Gas manufacturing residue;
 - 11-4-1500 Treatment and disposal of solid or liquid waste;
 - 11-4-1530 Compliance with rules and regulations required;
 - 11-4-1550 Operational requirements; and
 - 11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable Federal, State, County and Municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

6. Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of

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Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

“Affiliate” means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

7. You understand that the City, in its acceptance of your proposal to perform the Work, materially relied upon your response to the Advertisement for Bids. The information you provided with the bid was accurate at the time it was made and no material changes in the information have occurred since then and will not be made without the express consent of the City.
8. In preparing and submitting your bid for this Contract, you have complied with and given full consideration to the following bidding requirements:
 - a. You obtained for bidding purposes copies of the complete Contract as identified in the Advertisement for Bids and all addenda issued by the City and have become familiar with them and all Contract requirements and conditions described in them;
 - b. You clarified to your satisfaction and complete understanding any doubt as to the true meaning and intent of all parts of the specifications and plans or other portions of the Contract documents;
 - c. You have no claim for relief because of alleged mistakes or omissions in your bid, and you will be held strictly to your bid as presented.
9. You have the capability and financial resources to perform all of the provisions and requirements of this Contract.
10. You can perform all of your obligations under this Contract in accordance with all of the Contract's provisions and requirements.
11. Contractor warrants that no member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Project to which this Contract pertains, has any personal interest, direct, or indirect, in this Contract. In accordance with 41 USC § 22, no member of or delegate to the Congress of the United States will be permitted to any share or part of this Contract or to any financial benefit to arise from it, nor, under applicable laws, will any member of or delegate to the Illinois General Assembly nor any alderman of the City or City employee. Contractor warrants that its officers, directors and employees, and the officers, directors and employees of each of member if a joint venture, and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Project that would conflict in any manner or degree with the performance of the Work under this Contract. Contractor further warrants that in the performance of this Contract, no person having any such interest will be employed.

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Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Contract, Contractor represents that it is in compliance with federal restrictions, and promises to remain so, including federal restrictions on lobbying set forth in § 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 USCS 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is contained in the EDS attached to this Contract as an exhibit.

IV. PROPERTY

A. Ownership of Property

The City will be the owner of the Work, including any improvements, equipment and fixtures installed or constructed by Contractor, as part of the Project or for which the City has paid Contractor to store in anticipation of installation or construction. The City's title shall be free and clear of liens, claims, security interests or other encumbrances, upon the earlier of installation, payment therefore or Final Completion of the Project; provided, however, that transfer of title to the City shall not relieve Contractor of any of its responsibilities under this Contract with respect to Work in Progress. Nor will the transfer of title constitute acceptance of any portion of the work.

B. Ownership of Detailed Specifications and Other Contract Documents

1. The Detailed Specifications, plans and any copies of them furnished by the Commissioner are the property of the City. They are not to be used on other work. The City will provide you the number of Detailed Specifications and plans determined appropriate by the City. The City may provide you with additional copies at your request and at your cost. You are responsible for any loss or damage to the Detailed Specifications and plans while in your care and custody, and you must restore all Detailed Specifications and plans that may be lost or damaged.
2. You must obtain specifications issued by organizations other than the City to which reference is made in the City's documents at your own expense. You must also retain them at the Work site and make them accessible to the Commissioner.
3. The City is the owner of the Project. All documents, data, studies, reports, and instruments of service prepared for or by the City under this Contract are the property of the City. During the performance of your Work, you are responsible for any loss or damage to documents while in your possession or the possession of a Subcontractor and you must restore any such document so lost or damaged at your expense.

You must deliver, or cause to be delivered, at any time during the term of this Contract, all documents, including drawings, models, specifications, estimates, reports, studies, maps, and computations, prepared by or for the City, under the terms of this Contract to the City, promptly upon reasonable demand for them or upon termination of the Work. If you fail to deliver them when required, then you must pay the City all damages the City may sustain by reason of the failure, including consequential damages.

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C. Right of Entry

1. You, and any of your officers, employees, agents, and Subcontractors, are permitted to enter upon any part of the Work site owned by the City in connection with the performance of the Work under this Contract, subject to the terms and conditions contained in this Contract and those rules that may be established by the Commissioner. You must provide advance notice to the City of any such intended entry. Consent to enter upon all or any part of the Work site given by the City will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the City.
2. Inspections: You acknowledge that the City has a right of access to the Work site at all times and the right to inspect all Work during the Contract period.
3. You must use, and must cause each of your officers, employees, agents, and Subcontractors to use, the highest degree of care when entering upon property owned by the City in connection with the Work. In the case of any property owned by the City, or property owned by and leased from the City, you must comply and must cause each of your officers, employees, agents, and Subcontractors to comply, with all instructions and requirements for the use of the property, including any licenses for them, which are incorporated by reference. All claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry is treated in accordance with the indemnification provisions contained in this Contract.

D. Damage to City Property

If you cause damage to City property, you must, at the sole option of the City, either: (i) pay the cost of repair of the damage; or (ii) repair or replace any property so damaged. The City has the right to a set-off against its payments to you under this Contract for the cost of any such repairs. All cost to repair or replace any property so damaged will be completed before any final payment can be made to you by the City.

E. Right to Occupy Before Substantial Completion

1. The City may occupy and use the Project or portions of it in advance of Substantial Completion of the Work. If the City desires to exercise partial occupancy and use before Substantial Completion of the Work, the Commissioner will provide written notice to you, and you must cooperate with the Commissioner in making available for the City's use such Project services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the equipment required to furnish the services is not entirely completed at the time the City desires to occupy and use the space or spaces, you must make every reasonable effort to complete that Work.
2. When the Commissioner determines that the City will use all or part of the Project before Substantial Completion, the Commissioner will determine:
 - a. The responsibility between the City and you for maintenance, repair, furnishing of utilities and the protection of the public (if required) for that part of the Work to be occupied;
 - b. The list of items remaining to be performed before the Work or portion of it to be occupied will be substantially complete;

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- c. Whether you will need any types of insurance; and
- d. The effect of the City's use before Substantial Completion on required guarantees and warranties.

F. Final Completion and Acceptance of the Work

When you deem the Work to be complete, you must notify the Commissioner, in writing, that the Work will be ready for an inspection and/or test on a date you specify. The notice must be given at least 15 calendar days in advance of the date. If the Commissioner concurs that the Work will be ready for inspection or testing on the date given, the Commissioner will make the inspection within a reasonable period of time. The scheduling of the inspection to determine whether the Work is complete does not relieve you of your responsibilities under the Contract. You must cooperate in all respects in the scheduling and performance of the inspection.

Final Payment at Final Completion and Acceptance of the Work. Unless expressly stated otherwise in Book 2, final payment will be made only when all Work, including Punch List Work, is complete and you submit to the Commissioner, within 180 calendar days or sooner from the Substantial Completion Date, a sworn affidavit stating the following:

1. All payrolls, invoices for materials and equipment and all other indebtedness connected with the Work for which the City might in any way be responsible have been paid or otherwise satisfied;
2. All waivers of lien required by the Contract have been provided to the Commissioner;
3. As of the date the affidavit is signed, all known claims made by Subcontractors of any tier and others against you, the City, any agents or representatives of the City pertaining to the Work required under this Contract were provided in writing to the Commissioner and have been resolved;
4. The warranties and guarantees required by the Contract have been provided to the Commissioner;
5. All warranties and guarantees are in full force and effect;
6. The surety's written consent, signed by its authorized representative, to final payment being made directly to you is attached to the affidavit;
7. Acceptance of final payment will constitute a general release to the City, its agents, representatives, officials and employees of all other claims of liability for anything done or furnished or relating to the Work or for any act or neglect of the City or its agents, representatives, officials and employees relating to or connected with this Contract;
8. Record Documents, including Record Drawings, Record Shop Drawings and operation and maintenance manuals have been provided to the Commissioner;
9. All other documents requested by the Commissioner have been provided; and
10. Wages paid and classifications for laborers and mechanics, including apprentices and trainees employed on the Project, in the following form:

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FINAL CERTIFICATE

The undersigned, Contractor on _____ (Specification No: /Contract No. _____) certifies that all laborers, mechanics, apprentices and trainees employed by it or by a Subcontractor performing Work under the Contract have been paid wages at rates not less than those required by the Contract provisions, and that the Work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.
Signature and Title

Name	Title
Authorized Officer	
Contractor:	
Project:	

V. SHOP DRAWINGS, PRODUCT DATA, RECORDS AND SAMPLES

A. Contractor's Responsibilities and Submittal Procedures

1. Shop Drawings, Product Data, Samples are part of the Work under this Contract, and if also specified, video tape and/or photographs. You must provide them at your expense to the satisfaction of the Commissioner.
2. You must submit to the Commissioner those Shop Drawings, Product Data, Samples, video tape and photographs required for the Work involved under this Contract in accordance with the Schedule.
3. The Schedule must include a schedule of proposed submittal dates. The dates listed in the Schedule must allow sufficient time for review and processing of Shop Drawings or other data by the City and your re-submittal of them, if necessary, before you will need them to complete your performance of the Work they represent under this Contract. No extensions of time will be granted to you because of your failure to have Shop Drawings, Product Data, Samples, video tape and photographs submitted in time to allow for review, re-submittal and final review. You must also submit a separate submittal schedule (in table format), in addition to the Schedule, identifying all Submittals with submittal dates to the Commissioner for review and approval.
4. You must prepare and submit proper Shop Drawings, Product Data, Samples, video tape and photographs in accordance with your contractual obligations. By submitting them, you represent that you have determined and verified all materials, field measurements, field conditions and quantities, and that you have checked and coordinated the information contained within the Submittal, including your Subcontractors' Submittals, with the requirements of the Work and of the Contract.

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5. You must date and stamp all Shop Drawings, Product Data, Samples, video tape and photographs. You must also indicate on them that you have reviewed and checked them before submission and found to be in conformance with the Contract. All Submittals must be transmitted to the Commissioner. You must clearly mark each Shop Drawing, Video Tape, Product Data and Sample, in accordance with the following for purposes of identification and record:

SUBMITTAL IDENTIFICATION

Name of Project: _____
Contract Name and Number: _____
Date of Submittal: _____
Submittal Number: _____
Re submittal of Submittal Number: _____
Identification of Deviations from Contract documents: _____
Specification Section, Page, and Paragraph No. and/or Drawing No.: _____
Type of Material and Manufacturer: _____
Intended use: _____
Applicable Standards such as ASTM numbers: _____
CHECKED AND SUBMITTED IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS.
Contractor: _____
By: _____ *Date:* _____

6. Shop Drawings must be submitted with accurate dimensions. The Shop Drawings must represent the actual manner in which the Work is manufactured and installed, and the relation of the Work installed to that of other trades, clearances, and all other pertinent data. Cross-section drawings must indicate minimum clearances and all other pertinent data. Dimensions must be expressed in feet and inches. Designs prepared in the metric system may be submitted with metric units, but the equivalent English units must also be shown. All weights and dimensions must be certified before submission for review.
7. The Commissioner's review and acceptance of Shop Drawings in no way relieves you from responsibility for errors or omissions that may exist in the Work or on the certified Shop Drawings. Where such errors or omissions are discovered, you must correct them at no additional cost to the City. Submittals must be sufficiently complete to allow for proper review. You must submit all Shop Drawings, Product Data, Samples, video tape and photographs to the Commissioner for review with an accompanying transmittal letter containing the above Submittal identification data and a list of items being submitted. You must coordinate Submittals into logical groups or sets to facilitate review of several related items.
8. Any Submittal that in the Commissioner's sole opinion is not complete and in proper form will be returned to you without review. You must not submit as Shop Drawings duplicates or reproductions of any Contract documents issued by the City.
9. You must provide Submittals in the following quantities unless a greater number is specified elsewhere in the Contract or is required by the Commissioner:
- a. Shop Drawings: Submit one reproducible transparency and six opaque copies of shop drawings;

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- b. Product Data: Submit six copies of Product Data;
- c. Samples: Submit four samples; and
- d. Video and photographs (when required under the Contract): Submit two copies of Video and photographs.

10. Before submitting Shop Drawings, Product Data, Samples, video tape and photographs, you must notify the Commissioner in writing of any deviations in the Submittals from the requirements of the Contract. If deviations from the Contract requirements are rejected by the Commissioner or if evaluation of the deviations delays the progress of Work, any delay caused will not be compensable by a time extension.

B. Review by the Commissioner

- 1.** Submittals will be reviewed by the Commissioner for compliance with the Contract. In reviewing them the Commissioner will not verify dimensions and field conditions. Any such review does not relieve you, your Subcontractor, manufacturer, fabricator or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract, nor does it relieve you or them from responsibility for (i) errors of any sort in Shop Drawings, Samples and Product Data, (ii) responsibility for proper fitting of the Work, or (iii) the necessity of furnishing any Work required by the Contract that may not be indicated on Shop Drawings when reviewed. You are solely responsible for any quantities that may be shown on the Shop Drawings. The Commissioner's review of a specific item does not indicate approval of an assembly of which the item is a component.
- 2.** You must not fabricate products, begin Work, order or have delivered any material, equipment or system that requires a reviewed Submittal until return of the Submittal from the Commissioner with a stamp authorizing Work and/or delivery and installation to be performed, as described in Section V.B.3, immediately below.
- 3.** The Commissioner will return Submittals stamped as follows:
 - a. "No Exceptions" means no changes need be made on the reviewed Submittal. You may proceed with the Work for that Submittal.
 - b. "Exceptions as Noted" indicates that the Submittal is accepted subject to the corrections and/or comments noted. You may proceed with the Work for that Submittal but only if you incorporate the Commissioner's comments, and/or corrections. Re-submittal is not required, but the corrections must be reflected in the Record Documents.
 - c. "Revise and Resubmit" means that the Submittal does not meet all the requirements necessary to proceed with the Work associated with the Submittal. You must resubmit in accordance with the reviewer's comments and/or corrections. Submittals marked in this manner must not be released for fabrication, delivery or construction.
- 4.** If the Submittal requires revision, you must notify the Commissioner and all pertinent Subcontractors, in writing, that the reviewed set has been withdrawn.

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5. Submittals that require revisions must be corrected and resubmitted to the Commissioner to maintain the approved CPM schedule, but in no event more than five days after receipt of the Commissioner's comments.
6. Shop Drawings: After review by the Commissioner, one reproducible stamped by the Commissioner as previously described in Section V.B.3 above will be returned to you.
7. Submission and Review of Samples: If a considerable range of color, graining, texture or other characteristics may be anticipated in finished products, you must furnish a sufficient number of Samples of the specified materials to indicate the full range of those characteristics that will be present in the finished products. Any product delivered or erected without submission and review of full-range Samples is subject to rejection. Each tag or sticker must have clear space for your stamps and those of the Commissioner. Notice of the result of the review will be provided to you with one of the stamps indicated in Section V.B.3 above. Rejected samples will be returned. Accepted samples will be retained by the Commissioner and become the property of the City. Where color samples are required to be submitted, color samples must be submitted in the actual material that will finally be installed in the Work. The various parts of the Work must be in accordance with the reviewed and approved Samples.
8. Product Data: After review by the Commissioner, two sets of Product Data stamped by the Commissioner as previously described will be returned to you.

C. Source of Materials

You must notify the Commissioner in writing as soon as possible after the Contract has been awarded, but not less than three weeks before the need for inspection and testing of the source (or sources) from which you expect to obtain the various construction materials. The source of supply of each material used must be approved by the Commissioner before delivery is commenced. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the Commissioner, you must furnish materials from other approved sources.

D. Record Documents

At Substantial Completion, you must deliver to the Commissioner, in suitable transfer cases clearly marked "Record Documents," all Record Drawings, Record Shop Drawings, warranties and guaranties, photographs, video Records (if any are required), Product Data, instructions, parts list, and operations and maintenance manuals arranged in proper order and indexed.

E. Record Drawings

1. As the Work progresses, you and the Subcontractor for each trade or division of work, under your direction must keep a complete and accurate record of the following:
 - a. Changes between the Work as shown on the Contract drawings and the Shop Drawings indicating the Work as actually installed;
 - b. The specific location of all infrastructure elements, including piping, valves, ductwork, equipment, driveways, catch basins, sewer lines, waterlines, water mains, and other

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such elements that were not accurately located or changed location or elevation from that shown on the Contract drawings; and

- c. Equipment schedules indicating manufacturers' names and model numbers installed.
2. You must record changes neatly and correctly daily on blue line prints of the Contract drawings updated daily. You must keep this record set of Contract drawings at the job site for inspection by the Commissioner. Upon completion of the Work, you must submit a final set of full-size prints to the Commissioner for review and acceptance.
3. At the time Record Drawings are delivered to the Commissioner, you and each Subcontractor must certify, in writing, that the Record Drawings are complete and accurate.

F. Record Shop Drawings and Product Data

1. As the work progresses, you must keep a complete and accurate record of the changes and deviations from the Work as shown on the Shop Drawings and Product Data indicating the Work performed. You must furnish Record Shop Drawings in a form and quantity acceptable to the Commissioner. Record Shop Drawings must be submitted for all items reviewed as Shop Drawings. Record Shop Drawings must be legibly drawn on sheets of mylar or such other medium as directed by the Commissioner. Record Shop Drawings must be submitted on the same size sheets as the Contract Document drawings and include an index of all items.
2. You must furnish six record copies of Product Data in loose leaf binders. Loose leaf binders must be subdivided by Submittal numbers and must contain an index of all items.

G. Construction Progress Photographs

You must submit to the Commissioner construction progress photographs consisting of exterior and interior views of the Work, with the date and location of the photographs as selected and directed by the City. If requested at any time by the Commissioner, you must use digital photography, at the resolution specified by the Commissioner. You must provide three prints of each view to the Commissioner within five days of taking the photographs. If digital photography is not requested or until it is requested, then you must provide each photograph on an 8" x 10" smooth surface, glossy, black and white print, on single-weight commercial-grade stock. The 1" wide margin, which is punched for a standard 3-ring binder, will have a left-sided margin for vertical shots and a top-sided margin for horizontal shots. A label will be included on the front bottom margin, which will contain the project name and date that the photograph was taken. On the back of each print, you must provide an applied label or rubber stamp impression with the following information:

1. Name of the Project;
2. Name and address of the photographer;
3. Name of the Architect;
4. Your name;
5. Date the photograph was taken;

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6. Description of vantage point, in terms of location, direction (by compass point), and elevation or level of construction.
7. Notation of vantage point marked for location and direction of shot on a key plan of the site and building, with elevation (story height) noted.

The photographs must be taken monthly, coinciding with the cutoff date associated with each application for payment. From time-to-time the City may issue a request for additional photographs, in addition to the periodic photographs specified. Additional photographs are not included in the Contract Price and will be paid for by Change Order.

H. Instructions, Parts List and Operation and Maintenance Manuals

You must furnish a complete list of equipment actually installed. The list must include a copy of pertinent nameplate data, name and address of local representative who stocks or furnishes repair or replacement parts, and name, address, and telephone number of the Subcontractor responsible to you for the equipment under the guarantee. You must guarantee any such equipment with respect to the City.

You must submit suitable operating instructions for each major component of equipment and its controls. Instructions must include a schematic diagram accurately showing equipment and controls as installed. Included with each diagram must be a set of simple operating instructions stating how the system is stopped and started, what adjustments are to be made by the operator, and what to do in case of an emergency. Five copies of proposed instructions must be submitted to the Commissioner for review and acceptance. Upon acceptance, you must post applicable instructions as directed by the Commissioner.

You must submit maintenance data prepared by the manufacturer of each major component of equipment and its controls. Data must include complete parts list, itemized lists of common purchase items of materials (e.g., bearings, packing, connectors, sealing devices, and other standard items) indicated by their standard trade designation, recommended routine and inspection maintenance, including testing recommendations to evaluate efficiency of performance, lists of special tools and gauges, lubricating instructions, and recommended spare parts lists, tolerances and clearances required for maintenance, and trouble-shooting guides prepared in a simple format to indicate complaint or problem, probable cause, and remedy. You must submit five copies of the proposed maintenance data to the Commissioner for review and acceptance in accordance with Article XIV.

I. Adjustment of Equipment

Before the Work is turned over to the City, you must furnish the necessary instruments, test equipment, services, and personnel required to adjust and balance each piece of equipment in order to provide a smoothly functioning, well-integrated system complying with the letter and intent of the Contract.

J. Project Account Records

1. Project Data and Records

- a. You and each Subcontractor must keep an accurate record showing the names, occupation, and the actual hourly wages paid to all laborers, workers and mechanics employed by them in connection with the Work. The record must be open at all

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reasonable hours to the inspection of the Commissioner and to the Director of Labor of the State of Illinois and his deputies and agents. You also must furnish the Commissioner and the Chief Procurement Officer with certified copies of the payrolls, in accordance with Section XIII.B.3.d.

- b. You must furnish to the Commissioner upon request a written statement, verified by affidavit, giving the names and addresses of all persons, firms and corporations who have up to that date furnished labor or materials in the performance of the Contract and the amounts due or to become due them.
- c. You and all Subcontractors must furnish the Commissioner with such information as the Commissioner may require relating to labor and materials, including all information necessary to determine the cost of the Work, such as the number of workers employed, their pay, the distribution of labor into Work items, equipment time distribution and any other information that the Commissioner may require. You must, on request, furnish the Commissioner with copies of delivery tickets and invoices, in triplicate, covering the expenditures on the Contract.

2. Audits

- a. You and your Subcontractors must furnish the Commissioner such information as he may request regarding the progress, execution, and cost of the Work. You must maintain complete records showing actual time devoted and costs incurred, adopting accounting procedures and practices sufficient to record properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the Work. This system of accounting must accord with generally accepted accounting principles and practices, consistently applied throughout. You must maintain its books, records, documents and other such evidence for five years after final payment.
- b. All books and accounts you and your Subcontractors are required to keep in connection with the Work under this Contract must be open to inspection and audit by authorized representatives of the City at reasonable times during the performance of the Work, and they must be retained in a safe place and available for inspection and audit during the five-year period after final payment, as provided above. No provision in this Contract granting the City a right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents that the City would have had in the absence of such provisions.
- c. If the City, in its sole discretion, chooses to conduct an audit either during the performance of the Work or in the five-year period after final payment, each audited calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that you or any of your Subcontractors have overcharged the City in the audited period, the City will notify you. You must then promptly reimburse the City for any amounts the City has paid you due to the overcharges and also some or all of the cost of the audit, as follows:
 - (1) If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Contract Prices, of the goods, work, or services provided in the audited period, then you must reimburse the City for 50% of the

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cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

- (2) If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Contract Prices, of the goods, work, or services provided in the audited period, then you must reimburse the City for the full cost of the audit and of each subsequent audit.

- d. Your failure to reimburse the City in accordance with V.J.2.c above is an event of default under this Contract, and you will be liable for all of the City's cost of collection, including any court cost and attorneys' fees.

3. Confidentiality

All of the reports, information, or data, prepared or assembled by or provided to you under this Contract are confidential and except as specifically authorized in this Contract or as may be required by law, you must not make available the reports, information, or data, to any other individual or organization, without the prior approval of the Commissioner. This requirement will survive expiration or termination of this Contract.

4. Electronic Records

Upon request by the Commissioner, Contractor shall provide the City electronic versions of any hard-copy record documents that the Contractor is required to prepare by the Contract.

VI. ASSIGNMENT

A. Assignment of Contract by Contractor

You must not assign the Contract, in whole or in part, without the prior written consent of the Chief Procurement Officer. The consent of the Chief Procurement Officer will not relieve you from any obligations under this Contract, or in any other way change the terms of this Contract.

B. Assignment of Funds or Claims by Contractor

You must not transfer, pledge or assign any Contract funds or claims due or to become due without the prior written consent of the Chief Procurement Officer. The transfer, pledge or assignment of any Contract funds, either in whole or in part, or any interest in the Contract funds, that are due or to become due to you, without the prior written consent of the Chief Procurement Officer, is void with respect to the City.

C. Assignment of Contract by City

The City reserves the right to assign or otherwise transfer all or any part of its interests under this Contract without your consent or approval.

D. Assigns

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, transferees, and assigns.

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E. Requests to Subcontract

All requests to subcontract must be accompanied by three copies of a written subcontract agreement that sets forth the scope of services to be subcontracted, the lump sum or unit price for the services and the signature of the subcontracting parties. Proposed Subcontractors must not commence Work on any portion of the Project without prior written approval by the Chief Procurement Officer.

VII. QUALITY OF WORKMANSHIP, EQUIPMENT AND MATERIALS

A. Standard of Performance

In addition to performing the Work in full compliance with the Contract you must perform, or cause to be performed, all Work required of you under the terms and conditions of this Contract with that degree of skill, care, and diligence normally exercised by qualified and experienced contractors in performing work in projects of a scope and magnitude comparable to the Work.

B. Correction of Work

1. You must, upon discovery of any defective or non-conforming Work, or when directed in writing by the Commissioner, promptly re-perform, correct or remove all Work identified to be defective or as failing to conform to the standards set forth in, or any requirement of the Contract, whether or not completed. You must bear all costs of correcting the defective or non-conforming Work, including costs associated with removing any defective or non-conforming Work, replacing the defective or non-conforming Work with non-defective, conforming Work and any compensation for any additional equipment, materials and/or services made necessary by the removal and replacement.
2. If you do not proceed with re-performance, correction or removal of the defective or non-conforming Work after written notice from the City within the time period designated by the notice, the City may correct or remove it and may store the materials and/or equipment at your expense, then complete the corrective Work. If you do not pay the costs incurred for the removal, storage and correction within 10 days after you receive written notice from the City of the amount of the costs, the City may upon 10 additional days' written notice, sell any such materials and/or equipment at an auction or at a private sale and will account for the net proceeds, after deducting all the costs you are required to bear, including compensation for the City's services. If the proceeds of sale do not cover all costs for removal and correction of the Work, the difference will be charged to you with a deduction of any amounts due you, and an appropriate Contract modification will be issued. If later payments due you are not sufficient to cover the amount, you must pay the difference to the City, or the City may deduct the amount from any other funds due to you, including any amounts due under any other contract between City and you.
3. You must not perform any work without lines and grades or beyond the lines shown on the drawings or outside the scope of the Contract, without the prior written consent or direction of the City. It is not authorized, and if you do so you perform it at your sole expense. Upon direction of the City, work so done must be removed or replaced and those areas restored to their previously existing state at your sole expense.

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4. Neither the determination of Final Completion and Acceptance of the Work, nor payment, nor any provisions in the Contract will relieve you of responsibility for defective or non-conforming Work, faulty materials, equipment or workmanship, and unless otherwise specified, you must remedy any defects due to the foregoing and pay for any damage to the Work or other property resulting from defective or non-conforming Work, or faulty materials, equipment or workmanship throughout the Warranty Period, as defined in Section VII.E, "Warranties," below, or such other period of time afforded by industry custom or law, whichever is longer. The City will give you written notice of the observed defects with reasonable promptness.

C. Materials and Equipment

1. **Quality of Materials.** Unless otherwise specified in the Contract you must use all new materials for the Project and use them in such a manner as to produce completed Work that conforms with the Contract and is acceptable in every detail to the Commissioner. Only materials that conform to the requirements of these specifications may be incorporated or used in the Work. In the absence of a definite specification, materials must be the best of their respective kind with properties best suited to the Work required.
2. **Materials Inspection and Responsibility.** Before any material is incorporated into the Work, you must submit a "Request for Materials Inspection" to the Commissioner. You are solely responsible for submitting the requests with sufficient time for the City to conduct its inspection. You are not entitled to payment for uninspected materials. The City has the right to inspect any material to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any materials or equipment required under this Contract. By performing any tests or accepting any materials, the City in no way relieves you of any of your obligations or responsibility under this Contract. Materials, components or completed Work that do not comply with the Detailed Specifications and other requirements of this Contract may be rejected by the City, and you must replace them at no additional cost to the City. After you receive notice from the City that materials or components have been rejected, you must promptly remove them from the City's premises at no additional cost to the City.

D. Substitution of Materials

1. The City will consider your request for substitution in cases of product unavailability or other conditions beyond your control.
2. You must submit each request for substitution separately and each must include:
 - a. Complete data substantiating compliance of proposed substitution with requirements stated in the Contract;
 - (1) Product identification, including manufacturer's name and address
 - (2) Manufacturer's literature identifying:
 - (a) Product description
 - (b) Reference standards
 - (c) Performance and test data
 - (3) Samples, as applicable

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- (4) Names and address of similar projects on which the product has been used, and date of each installation;
- b. Itemized comparison of the proposed substitution with product specified that lists significant variations;
 - c. Data relating to changes in the Schedule;
 - d. Any effect of substitution on other parts of the Work, any Subcontractors, or any separate contracts;
 - e. List of changes required in other Work or products;
 - f. Accurate cost data comparing proposed substitution with product specified, including the amount of any net change to Contract Price;
 - g. Designation of required license fees or royalties; and
 - h. Designation of availability of maintenance services, sources of replacement materials.
3. When you make a formal request for substitution make you are warranting and representing that:
- a. The proposed substitution is equivalent to or superior in all respects to the product specified;
 - b. The same warranties and guarantees will be provided for the substitute as for the product specified; and
 - c. You will coordinate the installation of accepted substitutes into the Work and will make such changes as may be required for the Work to be complete in all respects.
4. If evidence you present does not, in the sole opinion of the Commissioner, provide a sufficient basis for reasonable certainty that the proposed substitution or deviations will provide a quality, result, function, and esthetic appearance, among other attributes, at least equal to that attainable by the specified product, the Commissioner may reject the substitution or deviation without further investigation.
5. The Commissioner will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Commissioner will not approve proposed substitutes as equal to items specified that, in the Commissioner's opinion, would be unharmonious, or otherwise inconsistent with the character, quality or design of the Project.
6. You must bear any additional cost, or any loss or damage, arising from the substitution of any material or method for those specified, including the cost for damages incurred by other contractors notwithstanding approval or acceptance of the substitution by the Commissioner, unless the substitution was initiated by the written request or direction of the Commissioner.
7. The investigation review and approval of substitute materials requires a minimum of 30 days beyond that required for specified routine items. No request for a delay or disruption will be allowed whether or not the substitution is granted.

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8. Approval by the Commissioner of a substitution of material will be given in a Contract modification as required in Article XIV, "Changes in the Work."

E. Warranties

1. You warrant all Work furnished under this Contract against defective materials and workmanship, improper performance and non-compliance with the Contract for a period of one year after the date of Final Completion and Acceptance of the Work ("Warranty Period"), except as otherwise specifically stated in other parts of the Contract or within such longer periods of time as may be provided by law or by the manufacturer, which periods will then become the Warranty Period as applicable. Your warranty will be in addition to any Manufacturers' Warranties.
2. Your written warranty will include the name of the project as designated in the Contract, be signed by an officer of the company having authority to provide the warranty, and state: "This document serves as a one - year written warranty for the Work performed, and material and equipment installed on the above referenced project. This warranty incorporates all provisions of the Contract that refer or relates to the warranty. This warranty begins on (date) ."
3. During the Warranty Period, you must repair and replace at your own expense, when so ordered by the Chief Procurement Officer or the Commissioner, all Work that may develop defects whether these defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material that is so repaired or replaced will have the Warranty Period extended for a period of one year from the date of the last repair or replacement.
4. You must bear all costs associated with any repair or replacement under this section, including removal, material, transportation, and reinstallation.
5. Manufacturer's Warranties
 - a. You must:
 - (1) ensure that all required Manufacturer's Warranties pass through to the City and the Department;
 - (2) submit all applicable manufacturers' warranties to the Commissioner and ensure that all warranty forms have been completed in the Department's name and registered with the appropriate manufacturers.
 - b. Whenever you make repairs or provide replacements under Section VII.E.3, you must provide a manufacturer's warranty for the repaired or replaced Work, if standard with the manufacturer, in addition to your warranty under Section VII.E.2.

VIII. PERSONNEL

A. Competency of Workers

You must employ only competent and efficient laborers, mechanics or artisans on the Work, as demonstrated by completion of a specific training program or demonstrated project experience. Whenever, in the opinion of the Commissioner, any worker is careless,

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incompetent, violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, you must, upon request of the Commissioner, remove the worker from the Work. You must not permit any person or worker to enter any part of the Work or any buildings connected with it who is under the influence of intoxicating liquors or controlled substances.

B. Supervision and Superintendence

While Work is in progress, either by your labor force or that of your Subcontractor, you must have a full-time, experienced and qualified superintendent assigned to the Work. You must superintend the Work and must have a competent superintendent at the job site at all times with authority to act for you as the contact person with the Commissioner.

C. Contractors Project Personnel

No separate payment will be made to you for the cost of personnel. Those costs must be included in the Contract Price.

D. Key Personnel

Upon award of the Contract, you will submit a project staff organization chart that includes the names and resumes of employees in key positions for this project. All employees in key positions must be approved by the Commissioner.

Changes in the assignment of any key personnel due to commitments not related to this Contract are prohibited without Commissioner's approval. If any key personnel, selected in accordance with the key personnel provisions under this section of the Contract, should become unable to continue in the performance of the assigned duties for reasons due to death, disability or termination, you must promptly notify the Commissioner and explain the circumstances.

Under a request by Commissioner, you must provide to the Commissioner, within seven days, the name of the person substituting for the individual unable to continue, together with any information the Commissioner may require to judge the experience and competence of the substitute person. Upon approval by the Commissioner, the substitute person will be assigned to the project. If the Commissioner rejects the substitute, you will have seven days after that to provide the name a second substitute person, with any information the Commissioner may require, until a proposed replacement has been approved by the Commissioner.

E. Prevailing Wage Rates

In the performance of the Work, you are fully responsible for paying not less than the prevailing rate of wages as determined by the Illinois Department of Labor, which must be paid to all laborers, mechanics, and other workers performing Work under this Contract.

Your attention is called to the generally prevailing hourly rate of wages, as determined by the Illinois Department of Labor, which are bound in Book 2 of these specifications and which are incorporated into the Contract. These wage rates are also the prevailing wage rates for the City of Chicago, as determined by the Department as of the date of publication of these specifications.

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The wage rates set forth in these specifications were the rates in effect at the time these specifications were issued. In the performance of the Work, however, you are fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the Illinois Department of Labor, at the time the Work is performed. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work before completion of the Project, the revised rate applies to this Contract from the effective date of the revision, but the revision does not entitle you to any increased compensation under the terms of this Contract.

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

F. Intentionally Omitted

G. Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. As of July 1, 2020, the Minimum Wage to be paid pursuant to the Order is \$14.15 per hour. The Minimum Wage must be paid to:

- All employees regularly performing work on City property or at a City jobsite.
- All employees whose regular work entails performing a service for the City under a City contract.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher

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than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

H. Employment Preferences

1. Veterans Preference

In accordance with the Veterans Preference Act, 330 ILCS 55/0.01 *et seq.*, employment and appointment preference shall be given to veterans when filling positions. This preference may be given only where the individuals are available and qualified to perform the Work. Contractor must ensure that the above provision is inserted in all contracts it enters into with any Subcontractors and any labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any material, labor, or services in connection with this Agreement.

2. Chicago and Project Area Residency Requirements

If the funding under this contract is \$100,000 or more, Contractor and all subcontractors that perform work on the site on the construction project undertaken pursuant to this contract shall comply with the minimum percentage of total worker hours performed by actual eligible residents of the City of Chicago as specified in § 2-92-330 of the Municipal Code and rules and regulations adopted thereunder,, unless otherwise prohibited by law. 7.5% of the total work hours must be performed by project area residents and 50% of the total work hours must be performed by city residents unless the Chief Procurement Officer determines otherwise. Work hours performed by project area residents are counted as work hours performed by city residents for purposes of calculating the minimum work hour percentage required to be performed by city residents. In addition to complying with this requirement, Contractor and all Subcontractors must make good faith efforts to utilize qualified eligible residents of the City of Chicago in both unskilled and skilled labor positions.

"City residents" means persons domiciled within the city.

"Project area residents" means persons domiciled within that part of the city designated as the project area in the information for bidders issued by the Department of Procurement Services.

"Domicile" means an individual's one and only true, fixed and permanent home and principal establishment.

"Eligible residents" means city residents and project area residents.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

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The contractor shall provide for the maintenance of adequate employee residency records to ensure that actual eligible Chicago residents are employed on the project. The contractor and subcontractors shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted weekly to the Commissioner of the supervising department in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

Full access to the contractor's and subcontractors' employment record shall be granted to the Chief Procurement Officer, the Commissioner of the supervising department, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant personnel data in records for a period of at least three years after final acceptance of the work.

At the direction of the supervising department, affidavits and other supporting documentation will be required of the contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the contractor to provide utilization of actual eligible Chicago residents shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual eligible Chicago residents.

When work is completed, in the event that the City has determined that the contractor failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual eligible Chicago residents or has failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance it is agreed that 1/20 of 1 percent (.05%), 0.0005, of the approved contract value for this contract shall be surrendered by the contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll date may subject the contractor or subcontractors or employee to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity,

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Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this contract.

3. Employment of Illinois Laborers on Public Works Projects

Contractor must use only Illinois laborers in the performance of this Contract to the extent (1) required by the Employment of Illinois Laborers on Public Works Projects Act, 30 ILCS, 570/0.01, as amended from time to time and (2) otherwise permitted by law.

H. Working hours in city contracts

Eight hours constitutes a legal day's work under this Contract, in accordance with § 2-92-220 of the Municipal Code of Chicago.

IX. PERMITS AND LICENSES

A. Contractor Obtains Permits

Except for the three types specified below, you must obtain all permits wherever the Work under this Contract requires them, including from the City of Chicago or other public authorities. You must furnish triplicate copies of the permits to the City before the Work covered by them is started. NO WORK IS ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.

The City will obtain permits required from the Metropolitan Water Reclamation District of Greater Chicago, the Illinois Division of Waterways and the U.S. Army Corps of Engineers.

B. Contractor Pays Permit Fees

The special use of, or removal, alteration or replacement of certain City-owned facilities and appurtenances such as traffic signs, parking meters, trees, sewers, hydrants, bridges and viaducts which are required for you to perform your Work are subject to all applicable Municipal Ordinances. It is your responsibility to obtain all the necessary permits and pay the associated fees. You must furnish copies of the permits to the City before the Work covered is started. Information with regard to the above may be obtained by contacting the appropriate City Departments.

C. Occupancy Placard and Fees

You must provide an occupancy placard indicating occupancy and floor plans based upon key plans provided by the Architect. It is your responsibility to pay all fees and expenses related to providing the occupancy placard.

X. COORDINATION WITH OTHER CITY DEPARTMENTS

A. Water System Work and Usage

If water from a City hydrant is necessary for the execution of the Work, you must obtain a hydrant permit from the City's Department of Water Management. You must obtain a permit

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from that department also for any construction, repair or adjustment of any water main, branch or service connection. Requests for permits must be made at the **Department of Water Management, City Hall, 121 North LaSalle Street, Room 906, Chicago, Illinois 60602; 312/744-7060.**

B. Sewer System Work

If you will be constructing, repairing, adjusting or cleaning any subsurface structure designed to collect or transport storm and/or sanitary waste water, either in private property or in the public way you, through a licensed drainlayer, must obtain a permit issued under this Section X.B. (A licensed drainlayer is a person possessing a current sewer and drain license issued by the Department of Water Management.) Requests for permits must be made at the **Department of Water Management (Sewers and Drains), 333 S. State Street, Room 410, Chicago, IL 60604-3971; 312/747-8117.**

Project plans must be submitted to the Department of Water Management (Sewers and Drains) sufficiently in advance for examination and review. Plans meeting the department's requirements must be submitted with the application for permit at least four days before the issuance of permit. When applying for a permit, you must submit three sets of plans that show all new underground sewer Work inside and around the project with a clear site or location plan together with the estimate of quantities for sewer sizes and sewer structures to be installed.

A copy of the permit must be on the Work site before the start of construction. Failure to obtain a permit before the start of construction will result in a penalty and could result in the revocation of the drainlayer's license.

You must arrange for sewer inspections at least 48 hours before the start of Work. Inspections may be requested by calling **(312)744-7501 for Plumbing Inspections and (312) 747-7892 for Mason Inspections.**

C. Parking Meter Removal and Replacement

The City via the metered parking concessionaire shall close or remove and opened or reinstall any parking meters, including signs indicating pay boxes, as may be required. However, you must pay all fees and lost meter revenues required by § 9-68-050 of the Chicago Municipal Code. You must advise the Department of Transportation, Bureau of Inspections, Construction Compliance Section (Public Way Permits), Room 804, City Hall, Chicago, Illinois 60602, in writing at least two weeks in advance of the closure citing the location and meter number of the meters to be closed or removed. Closures of less than 6 hours on a given day and limited to less than 10 business days are strongly encouraged, and you must be prepared to detail any reason requiring closures of a longer hourly and daily duration.

You may not remove any parking meters without the express written consent of the Commissioner. If you violate this provision, you (a) recognize that the City will suffer damages as a result, including the costs incurred by the City in tracking, retrieving, and repairing damage to the parking meters, and (b) will be liable for liquidated damages in the amount of \$350 for each single-space parking meter or \$10,000 for each pay box you removed. All amounts, including any other debts, will be deducted from any amounts due or that may become due you.

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Notification must be provided immediately once meters can be opened or reinstalled. That notification must be e-mailed to the Department of Revenue at parking-meter-closure@cityofchicago.org. Please include "REOPEN/REINSTALL" in the subject line and provide details concerning permit numbers, locations, and dates that the meters may be opened or reinstalled.

The City of Chicago Department of Transportation and the Department of Revenue may modify these requirements in the future.

D. Traffic and Parking Sign Removal and Replacement

The City will remove and re-install any traffic and parking sign(s) as may be required, however, you will be responsible for all fees relative to the removal and replacement of all of the City's traffic and parking signs. You must inform the Bureau of Signs and Markings, in writing, of the location of each sign to be removed and specify its distance from the property line of the nearest cross street. Each sign legend must also be stated. This information must be provided at least five days before removal. You must also inform the Bureau of Signs and Markings, in writing, of when signs may be reinstalled as soon as this date is known. Contact the **Bureau of Signs and Markings, 3458 S. Lawndale, Chicago, Illinois, 60623, Attn.: Deputy Commissioner, (312)747-2210.**

E. Trees

In accordance with § 10-32-060 *et seq.* of the Municipal Code, you must obtain a permit from the Bureau of Forestry when removing planting, trimming, spraying, or in any way affecting the general health or structure of trees in the public way. There is no fee for this permit. The permit must be obtained from the **Bureau of Forestry Permits Division; 3200 S. Kedzie, Chicago, Illinois 60623; (312)747-2098, fax (312) 747-2178.**

The Bureau of Forestry requires 48 hours' notice before starting Work for all activities with the exception of tree planting, which requires two weeks' prior notice. To obtain tree planting permits, two copies of the site plan must be presented to the Bureau for its review and approval. A Bureau representative must also assist in the selection of those trees to be planted in the public way. Tree planting standards and specifications are outlined in the Bureau of Forestry's "Manual of Tree Planting Standards," which is available upon request from the Bureau of Forestry.

F. Demolition

If demolition of a structure or removal of an underground storage tank is required during construction, you must obtain a permit and pay the required fee as set forth in the Municipal Code and its amendments to date. The permit must be obtained from the Department of Construction and Permits, City Hall, 121 North LaSalle Street, Room 900, Chicago, Illinois 60602; (312)744-3400).

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XI. SCHEDULE

A. Time

1. The date for commencement of the Work is the date set forth in the umbrella Contract and subsequent Job Order Blanket Release or such other date as may be established at the discretion of the Commissioner in a Notice to Proceed. Within five calendar days after the award and release of the Contract, you must provide the Commissioner, a schedule for the performance of the Work, which complies in all respects with the Contract, within the Contract Time. The schedule may be used as a means of determining the progress of your performance of the Work, but neither the provision of the schedule to the City, nor the City's acceptance or use of the schedule, acts in any way to relieve you of any of your obligations under the Contract.
2. Progress and Completion. TIME IS OF THE ESSENCE IN THIS CONTRACT. No time extensions will be allowed unless they are contained in a Contract Modification that has been approved and executed by the City. Liquidated damages will be assessed against you for late completion of the Work and failure to achieve any milestone dates that provide for liquidated damages set forth in the Contract. You must not suspend any Work that may be subject to damage by climatic conditions without the Commissioner's prior written approval. Notwithstanding any other terms contained in this Contract, you must take measures to protect the Work and to minimize the impact of such conditions on the progress of the Work.

B. Progress Schedule

1. You must begin performance of the Work and to prosecute it with all due diligence, so as to complete the Detailed Scope of Work within the Job Order Completion Time stipulated, after the date of commencement of Work, as specified in the written Notice to Proceed to you. The date for the commencement of Work is not counted as a day, but each day after that, from midnight to midnight, is counted as one day and the last day counted is the date of Final Acceptance and Completion of the Work. You must, when necessary, use overtime, multiple shifts, weekend and/or holiday work to maintain the approved schedule at no additional cost to the City.
2. Except when otherwise specified by the Commissioner, you must provide the progress schedule ("Schedule") for the Work using the Critical Path Method ("CPM") as described in Section XI.D, "Critical Path Method Schedule," below.
3. The Commissioner's approval of your Schedule is done for the sole purpose of insuring that all CPM scheduling documents you prepare are in conformance with the Contract requirements. This approval does not relieve you of the responsibility for the means, methods, procedures and sequence of the construction process nor does it entitle you to additional funds for completing Work in a period that is less than the Job Order Completion Time.
4. Daily Progress Reports: You and all Subcontractors must prepare and submit to the Commissioner daily progress reports on the various parts of the Work, including in the report the number of workers and the classification of the trades involved, equipment used and any pertinent information regarding possible delays in the Work.

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C. Construction Operations Plan

1. You must, within 14 days after Notice to Proceed, submit to the Commissioner for review the order of procedure you propose to follow in performing the Work. Work begins only after your proposed order of procedure in performing the Work and the Schedule have been submitted to and consented upon by the Commissioner, in writing. You understand that a reasonable amount of time is required by the Commissioner for the examination of the procedure and Schedule. As Work progresses, changes or modifications in the procedure and Schedule, may be required by the Commissioner. In that event, upon notice from the Commissioner to you, further Work is performed only in accordance with the changed or modified procedure and Schedule as have been submitted to and consented upon, by the Commissioner, in writing.
2. The Commissioner, in his/her sole discretion, may reject or require modification of any proposed or previously approved order of procedure, that he or she considers to be unsafe for the Work under this Contract, or for other Work being carried on in the vicinity, or for other structures, or for the public, or for workmen, engineers and inspectors employed thereon, or that will not provide for the completion of the Work within the period of time specified in the Schedule, or that is contrary to any other requirement of this Contract.
3. The City's acceptance or approval of any order or procedure or equipment that you submitted or employ does not in any manner relieve you of responsibility for the performance of the Work, or for the safety of the performance of the Work under this Contract, or from any liability whatsoever on account of any procedure employed by you, or due to any failure or movement of any structure or equipment furnished by it. Notwithstanding any approval by the Commissioner, should any structure or equipment installed under this Contract afterwards prove insufficient in strength or fail in any manner whatsoever, the insufficiency or failure in no way forms the basis of any claim for extra compensation for delay, or for damages or expenses caused by the insufficiency or failure, or for an extension of time for completion of the Work, or for material, labor or equipment required for repairing or rebuilding the structure or equipment, or for repairing or replacing any other Work that may have been damaged by the movement or insufficiency or failure of any such structure or equipment, respectively.

D. Critical Path Method ("CPM") Schedule

1. You must format the Schedule to show the proposed starting and completion date for the various stages of the Work, including any float time, and must prepare it in such a way that it can be used to plot actual progress against proposed progress. You must update the Schedule and submit it to the Commissioner no less than monthly or as directed by the Commissioner. The Commissioner may request more frequent Submittals. Monthly payment will be withheld for failure to submit updated Schedules. One copy of the Schedule must be submitted to the Commissioner in a reproducible format. A copy of the Schedule must be submitted on a computer diskette in a format acceptable to the Commissioner.
2. You must assure that the Schedule includes, at a minimum:
 - a. Project name, Contract number, Contractor's name, data date and plot date on each separate sheet. If multiple diagrams are prepared, each must, in addition to the

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above, include a descriptive title of that portion of the Work included in them.

- b. The order and interdependency of activities, indicating the sequence in which you plan to perform the Work; the Schedule must describe and indicate the critical path; and
 - c. Estimates of man hours and/or crew sizes for each activity.
 - d. The dates for:
 - (1) starting and completing the various stages of the Work, including milestones identified by the City in the Contract;
 - (2) placing material orders, fabrication and delivery of materials and equipment;
 - (3) preparation, submittal and approval of all required submittals to the City;
 - (4) procuring material and equipment furnished by the City;
 - (5) interface activities performed by other contractors or Subcontractors upon which your Schedule depends;
 - (6) all Work activities and field construction operations;
 - (7) equipment installation, testing and balancing.
3. For purposes of the Schedule, "activity" means each logically separate part of the Work defined by an observable start and an observable finish, subject to the following:
- a. To establish the scope of an activity for Schedule purposes, you must form a single activity from the largest grouping of related operations that permit a continuous and measurable flow of Work;
 - b. The scope of an activity must be small enough to permit a reasonable appraisal of its status or as directed by the Commissioner;
 - c. Each activity on the Schedule must be manpower loaded;
 - d. The activities must be defined so that the average activity has a value of approximately \$25,000, with no activity exceeding \$200,000 without the consent of the Commissioner; and
 - e. Activities of other contractors or companies that must be completed before the start of your Work or portion of Work must be included in the Schedule as milestones and identified with a designation approved by the Commissioner.
4. You must furnish the following information on the Schedule for each activity:
- a. Activity numbers assigned to the related portions of Work in the format of the project specification division and section numbers. You must submit the activity numbers to the Commissioner for review and approval;
 - b. A description of the activity that is sufficiently detailed to permit an evaluation of your performance of the Work described;
 - c. Duration of the activity in days, unless otherwise noted;

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- d. Responsibility code for each activity that is not performed by you, indicating which Subcontractor, supplier, fabricator, or other contractor is to perform the activity;
 - e. Each activity must be identified with early/late start, early/late finish, and total float;
 - f. A breakdown by monthly node of dollar amount and percentage of Job Order Price.
5. In addition to the above, any activity whose start or finish dates has been specified elsewhere in the Contract must be shown as the specified dates in the Schedule.
6. The following information must be furnished on the Schedule as summary items:
- a. The projected total percentage complete, on a monthly basis;
 - b. Anticipated total partial payments, on a monthly basis, including Subcontractor payment breakdown; and
 - c. The projected total manpower requirements, on a weekly basis.
 - d. Within 14 days after receipt of the detailed Schedule and supporting documents, the Commissioner will either approve the Schedule or reject it with written comments. If the Schedule is rejected, you must submit a revised Schedule within seven calendar days of the date of rejection. The Commissioner's decision to reject the Schedule is final and you may not dispute it under Article XIX of the Contract.
 - e. You must provide prompt written notice to the Commissioner of any events or other changes that may delay or accelerate the Schedule.
 - f. If you fail to provide the Schedule within the time prescribed and/or updates within the stated time frames, it is an event of default under the Contract, and the Commissioner may, in addition to any other remedies available to the City, withhold monthly partial payments until such time as you submit the required information.
7. Changes to the Schedule
- a. If you propose to make any changes to the Schedule, you must provide the Commissioner notice of the proposed changes, in writing, stating the reasons for the change, identifying each changed activity (including durations and interrelationships between activities) and providing a diskette of the proposed changed Schedule.
 - b. The originally approved Schedule will be the Baseline Schedule. The Commissioner, in his sole discretion, may approve or disapprove the proposed change in the Schedule to the extent that the change does not extend the Job Order Completion Time. He will provide a decision in writing to you within 10 days of receipt of your submission. All monthly updates must be plotted against the current revision of the Baseline Schedule.
 - c. If the Commissioner approves the change to the CPM Schedule you must submit a revised Schedule incorporating the change(s) within 10 days after approval along with a written description of the change(s) to the Schedule.
 - d. Any proposed change that would result in an extension of The Job Order Completion Time requires a written modification of the Contract pursuant to Section XIII.B, "Modifications," of the Contract.

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8. Updating. The originally approved CPM will be designated as the Baseline Schedule and will only be changed based on a Contract Modification that extends the Contract duration.
 - a. All updates will be plotted against the Baseline Schedule. You must update the CPM Schedule on a monthly basis coincident with the submission of the pay estimate. The updated information must include the Baseline Schedule detail and the following additional information for each activity:
 - (1) Actual start dates;
 - (2) Actual finish dates;
 - (3) Actual activity percent complete;
 - (4) Remaining duration of activities in progress; and
 - (5) Critical activities must be identified or highlighted.
 - b. The updated information must include the Baseline Schedule detail and the following additional information for each summary item:
 - (1) Actual monthly and total-to-date Work percentage complete.
 - (2) Actual monthly partial payments, including Subcontractor partial payments; and
 - (3) Actual weekly and total-to-date manpower utilization.
 - c. The City may withhold partial payments if you do not submit updates as required.
9. Neither an update nor Schedule change may, in itself, extend the term of this Contract. The term of the Contract may only be extended by a written Contract Modification executed pursuant to Section XXIII.B, "Modifications," of the Contract.
10. Narrative Report. As part of the CPM Schedule update, you must prepare a written narrative report, highlighting the progress during the past update period. This written report must include the following information:
 - a. Summary of Work accomplished during the past update period;
 - b. Contract milestone comparison chart;
 - c. Analysis of critical path(s);
 - d. Analysis of time lost/gained during the update period;
 - e. Identification of problem areas; and
 - f. Recommended solutions to current problems.
11. You are required to attend a monthly CPM Schedule review meeting where the Schedule will be reviewed with the Commissioner. The purpose of this meeting is to review past progress, current status, problem areas and future progress. Your narrative report is reviewed at this meeting. Your representatives attending this meeting must have the authority to commit manpower and/or other resources to correct any negative impact to the Schedule. Any possible means of shortening the Schedule at no additional cost will be brought to the attention of the Commissioner. The Updated Progress

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Schedule will be used as a guide for verifying estimates of work completed for which payment is requested, and must accurately represent the project's current status. None of the information provided in this Section constitutes a request for a time extension.

E. Recovery Schedule

1. You must maintain an adequate work force and the necessary materials, supplies and equipment to meet the current approved Schedule. If you, in the sole opinion of the Commissioner, are failing to meet the approved Schedule, including any Contract milestones, you must submit a recovery Schedule (the "CPM Recovery Schedule"). The CPM Recovery Schedule sets forth a plan to eliminate the schedule slippage (negative float). The plan must be specific and show the methods to achieve the recovery of time, e.g., increasing manpower, working overtime, weekend work, employing multiple shifts. You must bear all costs associated with implementing the CPM Recovery Schedule.
2. Upon receipt of the CPM Recovery Schedule, the Commissioner will review it for conformance with the Contract and degree of detail. The Commissioner, within 14 days after receipt of the CPM Recovery Schedule and supporting documents will approve it or reject it with written comments. If the detailed CPM Recovery Schedule is rejected, you must submit a revised CPM Recovery Schedule within seven calendar days after the date of rejection. The Commissioner's decision to reject the CPM Recovery Schedule is final and you may not dispute it.
3. If you refuse to follow the direction of the Commissioner, the Commissioner reserves the right after seven days written notice to you, to procure the materials, equipment and labor to proceed with or to complete the Work or any portion of it and charge the cost to you. The Commissioner's rights under this provision are cumulative to rights under any other provisions of the Contract including the City's rights to terminate for default or to early termination.

F. Time for Completing Punch List

1. TIME IS OF THE ESSENCE IN CLOSING OUT THE WORK, and you must begin work immediately after receipt of a list of minor miscellaneous or finishing work known as "Punch List Work." Your failure or that of your Subcontractors to begin the Punch List work within three days of receipt of the Punch List is an event of default.
2. You must diligently prosecute the Punch List work once begun and complete it within 30 days from receipt of the Punch List. If you fail to complete Punch List work within the 30 day time period, you must pay the liquidated damages set forth for "Punch List Work" in Book 2.
3. If liquidated damages are assessed, they will be added to the previously determined liquidated damages assessed as of the Substantial Completion Date or the City's beneficial occupancy of the Project, whichever occurs earlier. The City's takeover of the Project under Section XX.C.3.b., however, does not constitute beneficial occupancy for purposes of liquidated damages.

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G. No Damages for Delay; Extensions of Time

1. Should you be delayed in starting, prosecuting or completing the Work by any act of the City, including a delay, change, addition, deletion or modification in the Work or any omission, neglect or default of the City, or by order of the City, or anyone employed by or acting on behalf of the City, or by any cause beyond your control, none of which are due to any fault, neglect, act or omission on your part, then your relief is limited to an extension of the Job Order Completion Time that is no greater than the duration of any such delay. The extension of time releases and discharges the City, its employees, officials, agents and representatives from all claims for damages of whatever character, including any claims you may make on account of disruption, changes in sequence, interference, inefficiency, direct or indirect cost or any other causes of delay.
2. You must notify the Commissioner in writing of the cause within five calendar days after the delay begins. Consideration of a time extension for events beyond your reasonable control will be made if the delay directly impacts the Schedule for completion of the Work. Events considered to be beyond your reasonable control are limited to acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, labor strikes at the job site, freight embargoes, or weather significantly more severe than the norm, but only if the listed causes were not foreseeable and did not result from your fault or negligence and only if you took reasonable precautions to prevent delays owing to such causes.
3. Unless otherwise provided in the Contract, the Job Order Completion Time is based on normal weather conditions. An extension is granted for weather significantly more severe than the norm only if you demonstrate to the satisfaction of the City that any delay in the progress of the Work was due to such weather. The basis used to define normal weather will be the "normal" data as compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration in their most current report entitled "Local Climatological Data, Annual Summary with Comparative Data" for the month for which the time extension is sought. The effects of weather less severe than the norm may be taken into account in considering your requests for time extensions for the effects of more severe weather.
4. No extension of time will be granted under this Section for any delay if you, by your action or inaction, including your fault or negligence or that of your Subcontractors, caused the delay, or for which any remedies are provided under any other provision of the Contract.
5. The grant of an extension of time pursuant to this Section XI.G, "No Damages for Delay and Extension of Time," in no way constitutes a waiver by the City of any rights or remedies existing under this Contract, at law or in equity.
6. You must submit in writing any claim for extension of time to the Commissioner not more than five days after the delay begins, otherwise the claim is waived. Any claim for extension of time must (i) state the cause of the delay; (ii) specifically demonstrate the impact of the delay on the Schedule; and (iii) state the number of extension days requested. If the cause of the delay is continuing, only one claim is necessary, but you must report, in writing, the cessation of the cause for the delay within 10 days after the

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termination. Any claim for extension of time that does not comply with this provision constitutes a waiver by you of your rights to any such extension.

7. After receipt of a timely and properly completed request for a time extension, the City may (i) grant a time extension for the entire length of the delay; (ii) grant a time extension for a portion of the extent of the delay; or (iii) deny the time extension.
8. If you do not agree with the City's decision on a claim for time extension, you may appeal the ruling to the Chief Procurement Officer under Article XIX, "Claims and Disputes," but only if you have complied with the notice requirements provided in these Terms and Conditions for Construction and the time extension request exceeds five calendar days or the liquidated damages exceed \$10,000. The Commissioner's decision is final whenever the time extension request is for a duration of less than five days or the liquidated damages are less than \$10,000.

H. Suspension of Work

The Commissioner has authority to suspend the Work wholly, or in part, for such period of time as the Commissioner may deem necessary due to conditions unfavorable for the satisfactory prosecution of the work, or to conditions that, in the Commissioner's opinion, warrant the action or for such time as is necessary by reason of failure on your part to carry out orders given or to perform any or all provisions of the Contract. No additional compensation will be paid to you because of any costs caused by the suspension when the suspension is ordered for reasons resulting from any action or omission on your part or is related to utility adjustments, railroad work, work by other contractors on or near the Work covered by the Contract, or unforeseeable weather conditions.

I. Liquidated Damages

1. If the Work is delayed, you are liable for liquidated damages for every day you fail to achieve the Completion Date (or any milestone completion date that provides for liquidated damages), but only if the delay is not the result of an excusable cause permitted under Section XI.G.2, "No Damages for Delay and Extensions of Time." The specific amount of liquidated damages for which you are liable is set forth in Book 2 of this Contract.
2. The City will recover liquidated damages by deducting the amount thereof out of any moneys due or that may become due you. If the moneys are insufficient to cover the damages, then you or your surety must pay the amount due. Nothing contained in this Section is to be construed as limiting the right of the City to recover from you all amounts due or to become due, and all costs and expenses sustained by the City for improper performance under this Contract, repudiation of the Contract, failure to begin work on the date of commencement, or failure to perform the Work with adequate forces, equipment or materials or other resources, or breaches in any other respect, including defective workmanship or materials. In addition to liquidated damages for failure to meet any milestones, you are liable to the City for any other damages sustained as the result of your refusal or failure to perform the Work.
3. If the City permits you to continue to perform Work despite your failure to meet any milestone date set forth in the Contract, the action in no way constitutes a waiver by the City of any rights or remedies that exist under this Contract, at law, or in equity.

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XII. MEETINGS

A. Pre-Construction Meeting

Before beginning Work, the Commissioner may conduct a Pre-Construction meeting. Your representatives and Subcontractors must attend. The purpose of the meeting is to establish lines of authority and communication and the identification of duties and responsibilities of the organizations. Discussion will cover specific contract plans, specifications, unusual conditions, schedules of completion, and other features of the Contract. The Commissioner may conduct additional coordination meetings at his discretion.

B. Weekly Review Meetings

The Commissioner may conduct weekly review meetings. At a minimum, your project manager and superintendent must attend. However, you must arrange for Subcontractors to attend the meetings if expressly requested by the Commissioner. The meetings may include the following:

1. Review of Work progress since the previous weekly review meeting;
2. Discussion of field observations, problems and decisions;
3. Review of off-site fabrication problems and other problems affecting in the Job Order Completion Time;
4. Review of equipment deliveries;
5. Discussion of corrective measures and procedures to achieve the CPM Schedule;
6. Review of submittal schedules and effect on the CPM Schedule;
7. Review of proposed Contract changes and effect on the construction schedule;
8. Coordination requirements;
9. Clarifications and decisions required of the Commissioner;
10. Review of your forces on the Work; and
11. Review of Project Record Document status and content.

C. Monthly Review Meetings

The Commissioner may conduct monthly review meetings. At a minimum, your project manager and superintendent must attend. However, you must arrange for Subcontractors to attend the meetings if expressly requested by the Commissioner. The meetings may include the following:

1. Review of Work progress since the previous monthly review meeting;
2. Discussion of field observations, problems and decisions;
3. Review of off-site fabrication problems and other problems affecting the CPM Schedule;
4. Review of equipment deliveries;

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5. Discussion of corrective measures and procedures to achieve completion in the Job Order Completion Time;
6. Review of submittal schedules and effect on the CPM Schedule;
7. Review of proposed Contract changes and effect on the Schedule;
8. Coordination requirements;
9. Clarifications and decisions required of the Commissioner;
10. Review of your forces on the Work; and
11. Review of Project Record Document status and content.

XIII. PAYMENTS

A. Intentionally Deleted

B. Procedure for Monthly Payment Requests and Final Payment

1. The City will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. The payment will be for the full Job Order Price when the City has conducted a final assessment of all Job Orders issued under the Contract.
2. Before submitting an Application for Payment (Final or Partial) the City and the Contractor shall reach an agreement concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
3. You and the City will agree upon a payment schedule of at least once per month, or more frequently if appropriate or if specified elsewhere in the Contract. The Commissioner will process payment requests pursuant to that agreement if your payment requests, in the Commissioner's sole judgment, are acceptable in form and content, and if the Work for which payment is being requested has been completed according to the terms and conditions of this Contract. All payment requests are subject **to correction by the Commissioner.**
4. In cases where you proceed to perform and complete the Work properly under the Contract, progress payments will be processed on a monthly basis unless the amount earned is greater than \$1,000,000, then payments may be made twice a month. The payment period ends on the monthly anniversary date of the Notice to Proceed.
5. Each monthly payment request must include one original and two copies of the following:
 - a. Certified Statement. You must submit certified statement(s) (signed by an authorized individual and notarized) for each payment request; the statement, in the form acceptable to the Commissioner, must list the following for you and for each Subcontractor and supplier for the period for which payment is requested:
 - (1) the name and business address of the particular Subcontractor or supplier;

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- (2) description of the work performed and/or product supplied;
 - (3) indication of whether the Subcontractor or supplier is an MBE, v, or a non-certified firm.
 - (4) the total amount of the particular subcontract;
 - (5) the amount previously paid to the Subcontractor and the dates paid;
 - (6) the amount of the monthly pay request you will pay to each individual Subcontractor and/or supplier from payments you receive on the request, and the dates those amounts were invoiced or requested by the Subcontractor or supplier;
 - (7) the balance remaining under the subcontract to complete the Work.
- b. Partial Waivers of Lien to Date and Affidavit for Payment. Following your first payment request, you must submit Partial Waivers of Lien from all Subcontractors and suppliers that performed services and provided supplies during the month before your previous payment request. The Partial Waivers of Lien must be in a form acceptable to the City and must identify, at a minimum, the payment request number and time period covered. The Partial Wavier of Lien must be in dollar amount equal to the dollar amount of the services performed or supplies provided by the Subcontractor or supplier during the relevant time period. With every payment request, you must also submit an Affidavit for Payment from all Subcontractors and suppliers for whose services or supplies you request payment. The Affidavit for payment must be in a form acceptable to the Commissioner and identify, at a minimum, the payment estimate number, the time period covered, and the total amount invoiced by the Subcontractor or supplier, and the total amount paid to the Subcontractor or supplier to date.
 - c. Status Report of MBE/WBE Subcontract Payments. A status report of MBE/WBE Subcontractor payments, as required by the Contract documents, must be submitted with each monthly invoice in the form required by the City; and
 - d. Certified Payrolls. You and all Subcontractors working on the job site must submit three copies of certified payrolls for the payment period to the Commissioner every week until all Work is completed. All payrolls must be identified with Contractor or Subcontractor's name, as appropriate, Contract name and be sequentially numbered. If there are periods of no Work by you or a Subcontractor, you must submit a payroll labeled "NO WORK." The final payroll must be clearly labeled "FINAL". Certified payrolls are required to assure EEO compliance as well as wage compliance. Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the Chief Procurement Officer. An employee's address should appear every time his or her name appears on the payroll. You must submit the certified payrolls and additional information regarding EEO and wage compliance by providing a Payroll Summary Report in the form required by the Chief Procurement Officer. You and each Subcontractor must submit the EEO report forms required by the City and U.S. Department of Labor reflecting fully the periods of Work covered by the partial payment request. When directed, contractor shall be required to submit payrolls electronically using the City certified payroll reporting system.

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- e. You must declare subcontractor payments with each invoice submitted to the City. You are required also to inform subcontractor each time you submit an invoice to the City that includes work for which you have been billed by the subcontractor. The Subcontractor Payment Certification Form can be downloaded from the City's website at www.cityofchicago.org/finance/subcontractorform. The information from this form will be recorded in the City's financial system and posted on the City website.

C. Payment for Stored Material

1. Whether stored on- or off-the job site, the risk of loss for stored material will remain with you, and you must insure the stored materials against the risk of loss, theft or damage until its installment in the Work.
2. Payment for material stored on the job site will be 100% of a valid invoice. No payment will be made for materials stored off the job site unless otherwise authorized by the Commissioner in accordance with Section XIII.C.3. If Materials stored on the job site cannot be incorporated in the finished Work within a reasonable period of time you may include them in the monthly progress payment, but only if the following documents are submitted with the request for payment:
 - a. Paid invoices showing the cost of material or equipment;
 - b. Waiver of lien from the supplier indicating that the cost of the material or equipment was paid; and
 - c. Inspection tickets showing that material or equipment had been inspected and accepted by the City.
3. Payment for material stored off-site, if authorized, will be 100% of a valid invoice when you have provided the Commissioner with the documents and assurances listed and complied with the requirements below:
 - a. A paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs;
 - b. A waiver of lien from the supplier for the total amount of the material purchased;
 - c. Inspection for all of the material stored;
 - d. A certified statement giving the exact location of the materials or equipment, stating that:
 - (1) you have inspected all of the material stored and that it is complete and in good condition;
 - (2) the materials are suitably stored and maintained at a bonded, secure and environmentally appropriate location that the Commissioner has agreed upon and subject to the conditions required or established by him;
 - (3) you have complied with procedures satisfactory to the Commissioner to establish the City's title to the materials or otherwise protect the City's interest in them, including, insurance, storage and transportation to the Project site for the materials stored off-site, as the Commissioner may reasonably require;

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- (4) the materials, equipment and associated fabricated components will not be diverted away from the Project;
- (5) a certificate of insurance coverage for the stored material upon which payment is requested;
- e. Immediately upon receipt of payment for the material, you must prepare and execute all documents required to transfer title to the City, including, any Uniform Commercial Code documentation necessary to perfect transfer of title; and
- f. All material and Work covered by payments will thereupon become the sole property of the City, subject to your obligation to insure it until Acceptance of the Work.

D. Retainage

- 1. Pursuant to § 2-92-250 of the Municipal Code, no retainage shall be withheld by the City. As a matter of prompt payment to subcontractors as required by Section XIII.E, Contractor must not withhold retainage from subcontractors in any form, including but not limited to administrative fees.

E. Prompt Payment to Subcontractors

- 1. Payment Within Seven Days. The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice.

Provided the Subcontractor's performance has met the terms of the Contract Documents, and that Subcontractor has submitted its request for payment to the Contractor with such documentation as is reasonably necessary to substantiate such performance, the Contractor shall bill the City for such performance when the Contractor is first authorized under the payment schedule of the Contract to submit an invoice to the City for such performance. Contractor may only invoice the City at the rates contained in the Contract Documents.

2. Liquidated Damages for Failure to Promptly Pay. Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

3. Reporting Failures to Promptly Pay. The City posts payments to prime contractors on the web at <http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

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If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 7 days** after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

4. Action by the City. Upon receipt of an electronic report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500
Fifth and Each Succeeding Unexcused Report:	\$1,000

The liquidated damages set forth above shall be assessed per unexcused report per contract, i.e., each successive report regarding a contractor's failure to pay under this Contract will be assessed liquidated damages, regardless of which subcontractor files the unexcused report(s).

By executing this Agreement, Contractor acknowledges and agrees that the City may collect such damages by deducting any amount due to the City from the next payment to be made to the Contractor. In the event that no further payments are due to Contractor, Contractor agrees to promptly pay such liquidated damages as it may owe to the City. Failure to make

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such payment within thirty (30) days of receipt of notice of the assessment of liquidated damages may result in Contractor being debarred from participating in City contracts for a period of not less than one year.

Contractors are reminded that each unexcused failure to pay promptly is an event of default under the Contract and, in addition to the liquidated damages provided for in this Section, is subject to the remedies found in Section XX.C of this Contract. Contractors are further reminded that per Section 2-92-270 of the Municipal Code of Chicago, failure to pay subcontractors as required by law and the Contract may result in the City suspending payments to Contractor and making direct payments to such subcontractors. Any such direct payments shall be from funds due and owing to the contractor.

5. Whistleblower Protection. Contractor shall not take any retaliatory action against any subcontractor for reporting non-payment pursuant to this Section E. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section XX.C hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

6. If the Chief Procurement Officer determines that the circumstances pertaining to a contractor's failure to pay promptly warrant excusing such non-performance, or determines that excusing such non-performance is in the best interests of the City, the Chief Procurement Officer may waive any of the remedies provided in this Section E. Each such waiver is discrete, non-precedential and does not constitute a waiver of any subsequent remedies against a contractor who fails to comply with the terms and conditions set forth herein.

F. Payments Withheld

1. The Commissioner may decline a request for payment if, in the Commissioner's sole opinion, the request for payment is not adequately supported. If you and the Commissioner cannot agree on a revised amount, the Commissioner must process the payment in the amount he deems appropriate.
2. The Commissioner may decline to process any payment or may rescind in whole or in part any approval previously made to the extent that may be necessary in his sole opinion because of any failure to perform any obligation under the Contract, including:
 - a. Failure or refusal to provide the City the required initial schedule for the Work or monthly schedule updates and obtain the City's approval for either or both;
 - b. Your failure to remedy defective Work;
 - c. Your failure to make payments to Subcontractors, or employees, or provide partial waivers of lien;
 - d. Your failure to maintain timely progress of the Work as stated in your schedule, or the City's determination that the Work will not be completed within the Job Order

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Completion Time, or your failure to carry out the Work in accordance with the Contract;

- e. Failure to follow the City, State, Federal, or Contract safety and security requirements;
 - f. Failure to maintain insurance policies as required by the Contract and/or to provide to the Commissioner each evidence of insurance coverage, in the form of current certificates of insurance, as he or she may require;
 - g. Failure to comply with other requirements as referenced in the Contract;
 - h. Failure to provide certified payrolls or other documents required under Section XI.G, "No Damages for Delay and Extensions of Time."
 - i. Failure to provide material inspections as required by the Contract; and
 - j. Failure to provide contract deliverables such as, accurate Record Drawings, warranties, guarantees, manuals, etc.
3. Pursuant to § 2-92-270 of the Municipal Code, the Chief Procurement Officer may, in his sole discretion, direct that no further payments be made, or vouchers or estimates issued to you, if he determines that you have failed to pay any Subcontractor, employee or worker for Work performed under this Contract. Failure to submit "Status Report of MBE/WBE Subcontract Payment" or "Certified Statement" as required under Section XIII.B. may result in a determination that you have failed to pay your Subcontractor(s). The City may withhold payment until you demonstrate, to the satisfaction of the Chief Procurement Officer, that payments to the Subcontractors, employees or workers have been made in full.

If the Chief Procurement Officer gives you notice under Section XXIII.H that no further vouchers or estimates will be issued or payments made on the Contract until the Subcontractors, workers, and employees have been paid, and you neglect or refuse for a period of 10 days or more after notice was given to pay those Subcontractors, workers or employees, the Chief Procurement Officer may apply any money due, or that may become due, under the Contract to the payment of those Subcontractors, workers or employees without further notice to you and the effect will be the same, for purposes of payment to you of the Job Order Price, as if the City had paid you directly.

The failure of the City, however, to retain and apply any money, or of the Chief Procurement Officer to order or direct that no vouchers or estimates be issued or further payments made, will not, nor will the paying over of the reserved percentage without the Subcontractor, workers, or employees being first paid, in any way affect your liability or that of your sureties to the City, or to any such Subcontractor, worker or employee upon any bond given in connection with this Contract.

4. Debts; Outstanding Parking Violation Complaints

In accordance with § 2-92-380 of the Municipal Code, and as otherwise permitted by law, in addition to any other rights and remedies (including any set-off) available to the City under the Contract or permitted at law or in equity, the City is entitled to set off a portion of the Job Order Price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For

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purposes of this provision, the terms "outstanding parking violation complaints" and "debt" are defined in the Municipal Code as are the conditions under which no set-off will be made.

5. Provisions Relating to Liens

Contractor will notify Subcontractors that no mechanic's lien under the Illinois Mechanics' Lien Act, 770 ILCS 60/23, *et seq.*, will be permitted to arise, be filed, or maintained against public funds, the Project, or any part of it, or any interest in them, or any improvements on them, or against any monies due or to become due to Contractor on account of any work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project to the extent permitted by law. Contractor, for itself and its Subcontractors, expressly waives, releases, and relinquishes such liens and all rights to file or maintain such liens; and Contractor further covenants that this waiver of liens and waiver of the rights to file or maintain such liens is an independent covenant.

If any of Subcontractors, employees, officials, agents, or any other person directly or indirectly acting for, through, or on their behalf files or maintains a lien or claim under the Illinois Mechanic's Lien Act, 770 ILCS 60/23, *et seq.*, against public funds or against any monies due or to become due to Contractor on account of any Work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project, Contractor must cause such liens and claims to be satisfied, removed, or discharged within 30 days from the date of filing. The City may extend the 30 day period if (i) the City determines that the lien claim cannot be so satisfied, removed, or discharged in such period and (ii) Contractor, in the City's sole determination, is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The City has the right, in addition to all other rights and remedies provided under this Contract or by law, to cause such liens or claims to be satisfied, removed, or discharged by any means at Contractor's sole cost, such cost to include reasonable legal fees.

- 6.** The City's rights under this Section XIII.F, "Payments Withheld," are cumulative with any other rights provided for under this Contract. Failure by the City to exercise any such right afforded in this Contract, or at law or in equity, will not constitute a waiver of that right.

G. Payment for Changes

- 1.** Payment for Changes. The amount to be paid by the City for changes (additions, deletions or revisions) in the Work or directions to change the Job Order Completion Time, will be made in accordance with Sections XIII.G.1.a through XIII.G.1.f below.
- a. Unit Price Basis.** Should the changes in the plans result in an increase or decrease in the quantities of unit priced Work to be performed, you will accept payment as follows:
- (1) All increases in the Work of the type that appears in the Contract as unit price items will, except as provided in Section XIII.G.1.b., "Proposal Basis," be paid for at the Contract unit bid prices. Decreases in quantities included in the Contract

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will be deducted from the Contract value at the unit bid prices. No allowances will be made for delays or anticipated profits.

- (2) Quantities in excess of 125% of the bid quantities, when the total dollar value of the unit price item exceeds 5% of the original Contract bid amount, will be paid for at a negotiated unit price based on costs that are demonstrated by you and agreed to by the Commissioner, subject to the approval of the Chief Procurement Officer. The negotiated unit price can be higher or lower than the Bid Unit Price. Quantities in excess of 125% of the bid quantities, when the total dollar value on any unit price item does not exceed 5% of the total value of the original Contract bid amount, will be paid at the bid unit price.
 - (3) Quantities below 75% of the bid quantities, when the total value of the unit price item exceeds 5% of the Job Order Price at the time of bid, will be paid for at a negotiated unit price based on costs which are demonstrated by you and agreed to by the Commissioner, subject to the approval of the Chief Procurement Officer. The negotiated unit price can be higher or lower than the Bid Unit Price. Quantities below 75% of the bid quantities, when the total value on any unit price item does not exceed 5% of the total value of the Job Order Price at the time of bid will be paid at the bid unit price.
 - (4) If the Commissioner and you are unable to agree on a negotiated unit price, the Commissioner will determine a unit price, prepare a Contract Modification with the Work so priced, that you will sign. You may, however, timely dispute the amount of the unit price to the Chief Procurement Officer under Article XIX, "Claims and Disputes." This is the only Contract Modification in which the release language required by Section XIV.D., "Contractor's Release," will not be included.
- b. **Proposal Basis.** If there are no unit prices for the changed Work, the payment may be based upon a price agreed to by the City and you. The proposal submitted will be a starting point for negotiation between the City and you. You must submit any proposal for consideration for changed Work in writing, breaking down the Work to be done into segments of cost as follows:
- (1) Labor. For all hourly wage labor and hourly wage foremen in direct charge of the specific operations, you will receive the prevailing rate of wage for every hour that the labor and foremen are actually engaged in the Work. No additional allowance or payment will be made for general superintendence.
 - (2) You will receive the actual costs paid to, or in behalf of, workers for health and welfare benefits, pension fund benefits or other benefits, when the amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work.
 - (3) An amount not to exceed 30% of XIII.G.1.b.(1) above and an amount not to exceed 10% of XIII.G.1.b.(2) above will also be paid to you.
 - (4) Insurance and Payroll Taxes. Cost for property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the extra Work, to which an amount not to exceed 10%

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of the cost of these items will be added. You must furnish satisfactory evidence of the rates paid for the insurance and taxes.

- (5) **Materials.** For materials accepted by the Commissioner and used as an integral part of finished Work, you will receive the actual costs of the materials delivered on the job site, including transportation charges that you paid (exclusive of machinery rentals as set forth below), as shown by original receipted bills, to which 15% will be added to the first \$10,000.00 and 10% for any amounts over \$10,000.00.
 - (6) **Equipment.** Number of proposed equipment hours multiplied by the rate as allowed by the latest revision of "Schedule of Average Equipment Ownership Expense With Operating Cost" as issued by IDOT, or in the AED Compilation of Rental Rates if equipment is to be rented, for the period that the machinery and equipment are to be used on the Work, to which no percent will be added. Where machinery and equipment are not listed in these schedules, then the rates will be determined by the Commissioner after reviewing all of your available records or other information concerning the expense of operating that type of equipment.
 - (7) **Cost for Increase in Performance and Payment Bond.** You will furnish the Commissioner written documentation from the surety of the rate or rates applicable for additional bonding for this Contract. These rates will be applied to all the changes increasing or decreasing the Job Order Price. No bonding costs will be allowed for Subcontractors. In the absence of written documentation from the surety, a percentage of the total change, as determined by the Commissioner, will be added or subtracted to cover the increase or decrease of the cost of the bond.
 - (8) When Work is to be performed by a Subcontractor, the proposal may include as administrative costs for you an amount not to exceed 5% of the first \$10,000.00 and 1% of any amount over \$10,000.00 of the total approved costs of the Work. The Subcontractor, however, is not allowed any additional markup if it sublets its Work. The use of a Subcontractor requires the approval of the Chief Procurement Officer. All subcontracted costs must be supported by proposals from the Subcontractors performing the Work. The Subcontractor's proposal must be broken down into its various parts of Work as described in items XIII.G.1.b.(1) through XIII.G.1.b.(8) above, or as required by the Commissioner.
- c. **Time and Material Basis.** If the Commissioner and you cannot agree on a price based on a proposal, the Work will be paid for on a time and material basis. Work that is done on a time and material basis will be paid for as follows:
- (1) **Labor.** For all hourly wage labor and hourly wage foremen in direct charge of the specific operations, you will receive the prevailing rate of wage for every hour that the labor and foremen are actually engaged in the Work. No additional allowance or payment will be made for general superintendence.
 - (2) You will receive the actual costs paid to, or in behalf of, workers for health and welfare benefits, pension fund benefits or other benefits, when the amounts are

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required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work.

- (3) An amount not to exceed 30% of XIII.G.1.c.(1) above and an amount not to exceed 10% of XIII.G.1.c.(2) above will also be paid to you.
- (4) No payment will be made for labor performed on a time and material basis until you have furnished the Commissioner with itemized statements of the labor cost as follows.
 - (a) Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman.
 - (b) Certified payrolls or certified copies of them, pertinent to the Work for which payment is requested. The payroll records will contain the name, address and social security number of each employee, the employees correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The time and material bills will be audited and corrected against the certified payrolls. Falsification of the certified payroll is an offense punishable by law.
- (5) Insurance and Payroll Tax. For property damage, liability, and workers compensation insurance premiums, unemployment insurance contributions and social security taxes on the time and material Work, you will receive the actual costs, to which 10% will be added. No payment will be made for insurance and payroll taxes until you have furnished satisfactory evidence of the rate or rates paid for the insurance and tax.
- (6) Materials. For materials accepted by the Commissioner and used as an integral part of finished Work, you will receive the actual costs of the materials delivered on the job site, including transportation charges paid by him (exclusive of machinery rentals as set forth below), as shown by original receipted bills, to which 15% will be added to the first \$10,000.00 and 10% for any amounts over \$10,000.00.
- (7) You will be reimbursed for any materials used in the construction of the Work, such as sheeting, falsework, form lumber, burlap, or other materials for curing, etc., that are not integral part of the finished Work. The amount of reimbursement will be agreed upon in writing before the Work is begun and no percent will be added. The salvage value of the materials will be taken into consideration in the reimbursement agreed upon.
- (8) No payment will be made for material cost until you have furnished itemized statements of the material costs, which must include:
 - (a) Quantities of materials, prices, and extension;
 - (b) Material transportation costs supported by receipted invoices; and
 - (c) Receipted invoices for all materials used. However, if materials used on the time and material Work are not specifically purchased for the Work but are taken from your stock, then in lieu of the invoices, you will furnish an affidavit certifying that the materials were from your stock, that the quantity claimed

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was actually used, and that the price and transportation claimed represent the actual cost to you. The price quoted for the material must be reasonable and acceptable as per the normal industry practice.

- (9) Equipment. You will be paid for all machinery and equipment (other than small tools as currently defined by the Illinois Department of Transportation) used on the Work in accordance with the latest revision of "Schedule of Average Annual Equipment Ownership Expense with Operating Cost," as issued by the Illinois Department of Transportation, for the period that the machinery and equipment are in use on the Work, to which no percent will be added. Where machinery and equipment are not listed in this schedule, the rates will be determined by the Commissioner after reviewing all your available records or other information concerning the expense of operating that type of equipment. Where idle time for equipment is authorized by the Commissioner, it will be paid at a rate not to exceed 50% of the rates described above.
- (10) When equipment is rented, you will receive actual rental cost as shown by original receipted bills to which 5% will be added.
- (11) No payment will be made for equipment unless designations, dates, daily hours, rental rates, and extensions for each unit of machinery and equipment are shown on the itemized statement of time and material Work.
- (12) Bond. The City will pay you the actual increase in cost of your performance bond. You will furnish from the bonding company written documentation of the rate or rates applicable for additional bonding for this Contract. These rate/rates will be applied to all the changes increasing or decreasing the Contract value. No bonding costs will be allowed for Subcontractors. In the absence of written documentation from the bonding company, a percentage of the total change, as determined by the Commissioner, will be added or subtracted to cover the increase or decrease of the cost of the bond.
- (13) When Work is performed by Subcontractor, you will receive as administrative costs an amount equal to 10% of the first \$10,000 and 5% of any amount over \$10,000 of the total approved costs of the Work. The Subcontractor, however, is not allowed any additional markup if it sublets its Work. The use of a Subcontractor will require the approval of the Chief Procurement Officer. All subcontracted costs must be supported by invoices from the Subcontractors performing the Work. The Subcontractors' invoices must be submitted in the form described in items (1) through (4) above.
- (14) Documentation. For additional Work performed on a time and material basis you will each day submit to the Commissioner detailed and complete records of the labor, material, equipment, and other costs relating to any force account Work performed on the day the Work is performed. You and the Commissioner will sign these daily extra Work reports.
- (15) Base Contract Work on a Premium Time Basis.

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- (a) For Contract Work performed outside of regularly schedule working hours as defined by the Contract, premium time costs will be paid, only if expressly directed in writing by the Commissioner before you begin the Work. Compensation, when authorized, will cover only the direct cost of the premium portion of the time involved and will be without any charge for insurance. No payment will be made for union fringe benefits on the premium portion of the time unless expressly required by union agreement. Taxes that are attributed to the premium portion of the time will be paid. If you seek to charge taxes, the Commissioner may require you to supply verification that the employees' Social Security Tax, Federal Unemployment Tax, and State Unemployment Tax limits have not been exceeded.
- (b) An amount equal to 7% of the sum of the premium portion of the work plus taxes will also be paid to you to cover job site general conditions, overhead, and profit. All indirect costs are considered part of the overhead, including supervision, engineering, and other technical personnel.
- (c) If you enter into a subcontract, you will be allowed an additional 2% of the Subcontractor's premium time billing to cover your supervisory and related expense on subcontract operations. The Subcontractor is not allowed the additional 2% if it sublets its Work.
- (d) You must keep Daily Work Reports for the premium time hours signed by you and the Commissioner. The reports must indicate the time of day when the Work was performed and wage rate differential that will be charged. Billings must reflect hours reported on Daily Work Reports.
- d. **Changes on Lump Sum Contracts or Lump Sum Items in Unit Priced Contracts.** All increases or decreases in the Work that is listed in the approved schedule of values will be priced, for the purpose of any change, based on the amounts stated for the Work in the approved schedule of values.
- e. **All invoices for changed work.** You must submit all invoices for changed work within 45 days following completion of the changed work. Failure to provide a complete invoice for the changed work within that period, will authorize the Commissioner, subject to the approval of the Chief Procurement Officer, to determine the final amount for the Contract Modification that may be awarded without your signature.
- f. **Miscellaneous.**
 - (1) For the purposes of this Section, any business entity which employs field labor and performs Contract Work on the job site is defined as a Subcontractor." (This definition excludes suppliers/deliverers of materials.)
 - (2) When the extra Work involves only supply of material without any field labor at the job site, the supplier, for the purposes of this Section, will be considered a "Materials Subcontractor" and the mark up specified in Section XIII.G.1.c (6), "Materials," will apply.
 - (3) Expenses incurred by the City. Upon written request of the Commissioner, you will pay the costs related to the Work that are the responsibility of the City. You

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will be reimbursed for the actual amount paid out to which will be added a markup as specified in Section XIII.G.1.c above.

2. Change Claims:

- a. If you and Commissioner are unable to agree on the price and/or time extension in connection with a change, you must, within 15 days of completing the changed work, provide written notice to the Commissioner of the amount of money and/or time extension sought by you and the Contractual and factual basis for each. You will designate the document Notice of Claim.
- b. The Commissioner will, within 30 days from receipt of the Notice of Claim, respond by requesting a meeting with you, making a written request for additional information from you, including a general statement of the basis for the claim, the facts underlying the claim, the notice to the Commissioner of the change that gave rise to the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim; taking other action to attempt to resolve the Notice of Claim, and/or advising you in writing that it should file a claim under Article XIX, "Claims and Disputes." Any steps taken by the Commissioner to resolve the Notice of Claim will not exceed 60 days from receipt of the Notice of Claim unless you agree to an additional amount of time in writing.
- c. If the Notice of Claim cannot be resolved as provided for in Section XIII.G.2, you must follow the requirements of Sections XIX.B and C, "Claims" and "Disputes."
- d. If you do not agree with the adjustment for time and/or money proposed by the Commissioner, you must follow the procedures set out by the Contract to file a claim and/or dispute as provided in Article XIX, Failure to follow the procedures set out by the Contract to file a claim and/or dispute as provided in Article XIX, constitutes a waiver of the right to make a claim or file a Dispute to the Chief Procurement Officer. In the event of your waiver, you may file a Dispute under Section XX with the Chief Procurement Officer seeking a final decision as to the adjustment for the changed work.

H. Night, Sunday and Holiday Work

Whenever you are permitted to perform Work at night, or on Sundays or State or Federal holidays, or to vary the period of hours during which any work is carried on each day, you must give written notice to the Commissioner, at least 24 hours in advance, so that proper inspection may be provided. The Work will be done under regulations to be furnished in writing by the Commissioner, and no extra compensation will be allowed therefore.

I. Acceleration

1. If progress falls behind the approved schedule, the Commissioner may direct and authorize you, in writing, to perform premium time work as indicated in TIME OF COMPLETION in the Proposal section of the specifications. No additional compensation will be paid for such premium time work and the cost incurred for inspection and testing during the premium time work will be considered as "extra" inspection, and reimbursement will be provided by you as described in Section XV.C, "Materials and Equipment Testing and Inspection."

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2. If conditions are encountered where you are specifically directed and authorized in writing by the Commissioner to perform premium time work, on the original contract, to advance an already established completion date of an event or the project, or project milestone, you will be compensated in accordance with Section XIII.G.c (15).
3. When the premium time Work is performed by approved subcontractor, you will receive a markup as specified in Section XIII.G.c (15) of the Contract.

J. Intentionally Deleted

K. Electronic Ordering And Invoices

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

XIV. CHANGES IN THE WORK

A. City's Right to Change Work

The Chief Procurement Officer and the Commissioner reserve the right to jointly order, in writing, changes in the Work or the Contract Time without prior notice to your surety. You are obligated to perform in a timely manner the changed Work included in the written notice from the Chief Procurement Officer and Commissioner. These changes may consist of additions, deletions, or other revisions, at the discretion of the City. You must begin the changed work upon receipt of a Field Order, signed by the Commissioner, with the prior written approval of the Chief Procurement Officer, unilaterally directing changes in the Work or Contract Time.

The City, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.

All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders

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Price Proposals for Supplemental Job Orders shall include credits for deleted Pre-priced Tasks Unspecified Services. The value of those credits shall be equal to the value of the Tasks as they appeared in the approved Price Proposal for the original Job Order.

B. Contractor's Request

Within 14 days of receipt of the written notice from the Commissioner, you must submit to the Commissioner a written request for adjustment to the Contract Price and/or Contract Time for the revised Work.

C. Contract Modification

The final provisions of the Proposed Contract Modification, including the adjustment in the Contract's Maximum Potential Value, Contract Sum and/or the Contract time, if any, will be incorporated into a written Contract Modification signed by the City and you.

D. Contractor's Release

A Blanket Release issued to the Contractor for all Contract Modifications or a Supplemental Job Order constitutes a full release of the City from any liability for any additional compensation or extension of time arising or resulting from the Work performed pursuant to the Contract Modification. By executing a Contract Modification or submitting a Job Order Proposal, you accept the compensation and/or time extension provided in it in full accord and satisfaction for that Contract Modification or Supplemental Job Order, and you expressly waive, release and relinquish all additional claims and demands relating to or arising out of the matters covered by that Contract Modification, including direct or indirect cost, profit, or damages related to disruptions.

E. Performance of Changed Work

You must promptly proceed with any changes in the Work or Contract Time as directed by a written order of the Commissioner ("Field Order"), in accordance with Section XIV.A., "City's Right to Change Work," with or without any Contract Modification. Your refusal or failure to proceed promptly with the changed Work as directed constitutes an event of default under the Contract. No change to the Work by you as directed by the Commissioner will operate to invalidate the Contract or release your surety.

F. Change Claims and Disputes

If you and Commissioner are unable to agree on the price and/or time extension in connection with a change, the procedures set forth in Article XIX, "Claims and Disputes," will govern.

XV. TESTING & INSPECTION

A. Material, Inspection and Responsibility

The City has the right to inspect all materials, equipment and each part or detail of Work, at any time, to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any materials or equipment required under this Contract. You are responsible for all materials, components and completed Work furnished under this

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Contract. The City may reject materials, components or completed Work not complying with the terms and provisions of this Contract and you must replace it or them at no additional cost to the City. You must promptly remove any rejected materials or components rejected from the City's premises at no additional cost to the City after you receive notice from the City that the materials or components have been rejected.

B. Inspection of the Work

1. All materials and equipment and each part or detail of the Work are subject at all times to inspection by the Commissioner or the Commissioner's authorized representatives. You are held strictly to the requirements of the Contract with respect to quality of materials, workmanship and the diligent execution of the Contract. Inspection may include mill, plant, shop and field inspection of any material or equipment furnished and any installation and construction under the Contract. You must allow the Commissioner and his representatives access to all parts of the Work and furnish such information and assistance as may be required to make a complete and detailed inspection.
2. All tests performed by or at the direction of the Commissioner under this Contract are to verify that the materials you are providing meet the Contract requirements. You, at your own expense, may perform or have others perform similar tests for the purpose of maintaining the quality of the material being provided. Payment will not be made for uninspected or unauthorized use of materials incorporated into the Work.
3. You must remove or uncover such portions of the finished Work as the Commissioner may direct before acceptance. After the examination, you must restore the portion of the Work to the standard required by the Contract. If the Work thus exposed or examined proves acceptable, the City will pay the expenses of uncovering, removing and/or replacing the parts as extra work, but if the Work so exposed or examined is unacceptable, you must bear the expense of uncovering, removing and/or replacing of it in accordance with the Contract.
4. Except as may be otherwise specified in other sections of the Contract, the Commissioner will make final inspection of all Work included in the Contract as soon as possible after you notify him that the Work is substantially completed and ready for acceptance. If the Work is not acceptable to the Commissioner at the time of the inspection, he or she will inform you as to the particular defects to be remedied before the Work is accepted as substantially complete.

C. Materials and Equipment Testing and Inspection

1. You must provide the Commissioner sufficient notice of placing orders to permit tests to be completed before the materials are incorporated into the Work. You must afford such facilities as the Commissioner may require for collecting and forwarding Samples and making inspections and test. All Samples must be furnished without charge to the Commissioner. You must not make use of or incorporate into the Work the materials represented by the Samples until tests have been made and the materials have been found to be in accordance with the requirements of the Contract.
2. For materials that are integral parts of machinery or equipment or of parts of equipment that you or your Subcontractor normally stock, you must furnish the original and one

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copy of certified tests made at the time of production. You will keep the original and the Commissioner will retain the copy.

3. You must assure that the Commissioner has free entry, at all times while Work is being performed, to all parts of the manufacturer's works that concern the manufacture of the material or equipment ordered. The Commissioner must be permitted to examine all components and subassemblies. Assemblies and parts must be numbered for identification. You must provide the Commissioner with a detailed production schedule before the first inspection. After review of the schedule, the Commissioner will inform you of the methods, extent of inspection, facilities desired and date of inspection. You will afford the Commissioner without charge, all facilities necessary to determine that the material or equipment furnished are in accordance with the Contract. Test and inspection may be at the place of manufacture before shipment.
4. If for any reason, the City elects not to make the tests, the Commissioner may direct you to make the necessary tests. You must furnish a certification of the ordered tests after completion. The Commissioner reserves the right to inspect and reject all materials or equipment that were previously inspected and accepted at the place of manufacture or source of supply, after they were delivered to the Work site, if the materials or equipment do not meet the requirements of the Contract.
5. When an inspection trip is terminated due to insufficient materials, unacceptable quality, Contractor labor problems, or Contractor equipment problems, you must pay the City its costs for any additional inspection trip.
6. The Contract documents may require you to include the cost of travel and living expenses for a specific number of City employees and/or other persons for a specific test. The manufacturer or you must furnish a certification of the ordered tests after completion. The Commissioner reserves the right to reinspect and reject all materials or equipment that have been previously inspected and accepted at the place of manufacture or source of supply, after they have been delivered to the site if the materials or equipment do not meet the requirements of the Contract.
7. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standards and methods of the American Society for Testing and Materials (ASTM) and any revisions of them. If there are no ASTM standards that apply, applicable standard methods of other recognized standardizing agencies will be used. You must provide the name and qualifications of any such standardizing agency to the Commissioner for review and approval.

D. Testing Laboratory Labels

You must submit all equipment containing electrical wiring to the City for acceptance before installation. All electrical components that you furnished and installed or assemble under this Contract must be approved and so labeled by one of the following Testing Laboratories:

1. Underwriters' Laboratories (UL)
2. Canadian Standards Association (CSA)
3. Electrical Testing Laboratory of New York (ETL)
4. Illinois Institute of Technology research Institute (IITRI)

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5. American Gas Association (AGA)
6. Factory Mutual Research Corporation (FMRC)
7. Maintenance and Electrical Testing (MET)
8. American Research Lab (ARL)

Any electrical unit comprised of a number of components, assembled at the factory and considered custom made, must bear one of the above labels for the entire unit as well as for each component.

You must pay all costs in obtaining a testing laboratory label at no additional cost to the City. Any delays in completion of the Work caused by the manufacturer of equipment in obtaining the required testing laboratory labels and the City approval are not grounds for an extension of time beyond the time of completion indicated in the Contract.

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XVI. CONTRACTOR PRACTICES AT SITE

A. Cooperation Among Contractors

You must conduct the Work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors within or adjacent to the Work site. You must assume all liability, financial or otherwise, in connection with this Contract, and must protect and save harmless the City from all damages or claims that may arise because of inconvenience, delay, or loss experienced due to the presence and operations of other contractors working within the limits of the Work. You must assume all responsibility for Work not completed or accepted due to the presence and operations of other contractors. You must coordinate and tie-in, where appropriate, your Work with that of others in an acceptable manner and perform the Work in proper sequence to the work of others. When other contractors cause any damage to the Work that you performed, you must file claims with the other contractors, and not against the City, and you must obtain compensation for damage directly from those other contractors.

B. Protection of Persons and Property

1. Protection of Existing Structures and Property. You must avoid causing damage to trees, plant life, sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors and the property of the City and others, and must, at your own expense, repair any damage that you or any Subcontractor may cause.

You are responsible for loss or damage by fire or theft of equipment, material, or other property of the City, incurred while the equipment, material or other property is located in any field office or on the site of the Work. Further, you must repair or replace any such equipment, material or other property so lost or damaged, to the satisfaction of the Commissioner, at no additional cost to the City.

You must familiarize yourself with the requirements of local and state laws applicable to underpinning, shoring and other Work affecting adjoining property and, wherever and whenever required by law, site conditions or standard industry practice, you must shore-up, brace, underpin, secure and protect all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of the Work site that may be in any way affected by the excavations or other operations connected with the Work to be performed under this Contract.

You are responsible for the giving of all required notices to any adjacent or adjoining property owner or other potentially affected party. The notice must be served in sufficient time so as not to delay the progress of the Work under this Contract.

You must take such precautions as are necessary to insure the safety of private property owners, lessees, and their invitees against injury caused as a result of settlement or displacement of structures. You must immediately proceed with all shoring or other Work necessary to restore the private property owner's property to a safe condition. If you fail to undertake the Work within 24 hours after written notice by the Commissioner, the City may proceed to repair or restore any such structure to a safe condition, and the cost of it will be deducted from any compensation due, or that may become due to you.

If, in the prosecution of the Work, it is necessary to excavate or occupy any street, alley, or public grounds of the City, you must erect and maintain such barriers, and, during the

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night time, such lights as will effectively prevent the happening of any accidents or damage to life, limb, or property in consequence of such excavation or occupation of such street, alley, or public grounds. You are liable for all damage occasioned by you, your agents, employees or Subcontractors of any tier in the excavation or occupation of any street, alley, or public grounds, and you must indemnify the City pursuant to Article XVIII, "Insurance, Indemnity and Bonds."

Upon Final Completion and Final Acceptance of the Work, you must remove all machinery, equipment, materials, false work, rubbish or temporary structures and leave the Work site and the premises of any private property owners in as good condition as they were before commencement of Work.

Materials and equipment necessary for the performance of the Work may only be placed, stored or allowed to occupy any space in public streets or alleys upon the written consent of the Commissioner. It is the City's intent that the operations under this Contract are conducted as far as practicable without interference with the public use of streets and alleys. All materials or equipment used in the performance of the Work must be placed so as not to impede traffic on streets and alleys adjacent to the site of the Work, and to allow free access to all fire hydrants, water valves and manholes that are a part of electric, telephone and telegraph conduit lines, fire alarms and police call boxes in the vicinity.

In removing existing pavements, sidewalks, curbs, gutters, walls, foundations, vaults and other structures, the use of any type of impact device in a manner that might damage buildings or their foundations, or other underground structures and utilities is not permitted.

You must indemnify and hold the City harmless from any damage due to settlement or the loss of lateral support of adjacent or adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of the injury or damage to adjacent and adjoining structures and their premises. Your indemnity obligations will survive the expiration or termination of this Contract and include and apply to any liabilities and duties placed upon the City as owner or occupant of the property on which the improvements provided for in this Contract are to be constructed, by the provisions of an Act entitled "An Act to Prescribe the Duty of an Owner or Occupant of Lands Upon Which Excavations are Made in Reference to the Furnishing of Lateral and Subjacent Support to Adjoining Lands and Structures Thereon." See of 765 ILCS 140/0.01 *et seq.*

2. Existing and Proposed Utilities. The Contract may show existing utilities lying within the limits of the Work, such as sewers, manholes, catch basins, gas lines, water lines, telephone and electrical duct lines, CTA facilities, and similar structures. The City does not guarantee the completeness or accuracy of the information regarding utilities, whether public or privately owned. You must make your own investigation to determine the existence, nature and location of all utilities at the Work site. You must verify the exact location of all utilities that may interfere with performance of the Work and must report to the Commissioner any differences from the locations shown on the Contract.

You must so arrange and conduct your Work that utilities may be removed, relocated or supported during excavation and maintained in service until the Work is completed. In addition, you must arrange and conduct your Work that utilities may be replaced,

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rearranged or relocated before backfill being placed. You must cooperate with the owners of those utilities in the performance of the Work.

Where existing utilities are abandoned and it is necessary to remove them due to the performance of the Work, you must remove them at no additional cost to the City, and they will become your property.

It is your responsibility to protect those existing utilities that are to remain in operation during and after completion of the Work, and any new utilities installed by others during the performance of the Work. You will be held fully responsible for any damage resulting from your performance of the Work, and will be required to repair, replace or reconstruct any utilities damaged, at your own expense, to the satisfaction of the Commissioner. The protection of the utilities as specified in this Contract must be at no additional cost to the City.

3. **Utilities Outside the Limits of the Work.** You must protect and maintain City-owned water lines, sewers, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances that are located entirely outside the limits of the Work in a satisfactory manner until the completion of the Work. Whenever in the performance of the Work it is necessary, because of the nature of the Work or because of your method of performing the Work, to support, remove, replace, relocate, rearrange, adjust or repair such City-owned structures located entirely outside of the excavations, you must notify the appropriate City department to perform the Work, and must cooperate with the department in preserving service. You must reimburse the appropriate City department for the cost of performing the Work at no additional cost to the City under the terms of this Contract.
4. **Utility Relocation and Continuance of Service Plan.** You must prepare a Utility Relocation and Continuance of Service Plan, identifying procedures, locations, time frames and affected agencies and private owners. The Plan must be submitted to the Commissioner for review within 14 days after the Notice to Proceed.
5. **Cooperation with Utilities.** You must cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these agencies of all services or facilities owned or operated by them within the limits of the Work.
6. **Work Performed by Others.** The Work must be performed with a minimum of interference to street traffic in the area. You must coordinate your Work with that of other City contractors, with contractors employed by adjacent property owners, and with contractors employed by any other party or parties for work on utilities to insure the best progress of the Work as a whole.
7. **Preservation and Protection of City Standard Bench Monuments and Survey Controls.** You are responsible for the preservation and protection of all City Standard Bench Monuments, in accordance with the provisions of § 10-4-220 of the Municipal Code and Article 105.09 of the Standard Specifications, and as directed by the Commissioner. Any survey control point that you disturb or remove you must replace or reestablish to the satisfaction of the Commissioner, at no additional cost to the City. **DAMAGE TO ANY OF THE CITY STANDARD BENCH MONUMENTS WILL RESULT IN YOUR BEING PROSECUTED TO THE FULL MEASURE OF THE LAW.** The Department of General

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Services will pursue the matter of compensation for damages incurred by the City resulting from your actions or your failure to act during the execution of Work on this project.

8. **Protection of Streets and Traffic.** You must provide all necessary barricades, signs, flags, lights and reflectors. You must assure that vehicular and pedestrian traffic on all streets, including adjacent streets, bridges, overpass structures and ramps is maintained during the performance of the Work in accordance with the requirements of the Contract.
9. **Temporary Restoration of Trench Cuts.** Failure to maintain the temporary restoration of trench cuts, which causes the surrounding work area to be in an impassable and/or hazardous condition thereby creating undue inconvenience and danger to area residents is an event of default under this Contract.
10. **Temporary Barriers, Signs, Lights and Flaggers.** You must furnish, relocate and remove portable barricades and lights, collision protection, temporary signs (including traffic and project signs) and supports as directed by the Commissioner; and furnishing all necessary flaggers and other protection necessary for the maintenance of traffic flow in a safe and orderly fashion, as required by Article 107.14 of the IDOT Standard Specifications, except as otherwise specified in the Contract.

You must maintain, repair or replace all damaged or destroyed appurtenances referenced in the immediately preceding paragraph throughout the life of the Contract. Maintenance includes cleaning of the barricades and traffic signs by means of clean water. Flaggers must be provided whenever circumstances warrant.

The barricades must be erected, moved, repaired and repainted as required. Upon the completion of the Work, all barricades remain your property and must be promptly removed from the Work site.

11. **Historical and Scientific Specimens.** You must preserve and deliver to the Commissioner any specimens of historical or scientific value encountered in the Work, as directed by the Commissioner.

C. Protection of Streets, Alleys and Public Grounds

When excavating or occupying any street, alley or public grounds of the City, you must erect and maintain temporary barriers and, during the night time, lights that will effectively prevent accidents or damage to life, limb or property in consequence of the excavation or occupation of the street, alley or public grounds. You are liable for all damages as a result of the excavation or occupation of any street, alley or public grounds, or by the carelessness of you, your subcontractors, agents, employees or workers and must indemnify and hold harmless the City against all judgments rendered against it by reason thereof.

D. Protection of Existing Trees in the Right of Way

1. In accordance with the provisions of Chapter 10-32 of the Municipal Code you must protect all trees and shrubs at the construction site from damage. You must restore all damaged parkways to their original condition and repair or remove and replace any trees and shrubs damaged as a result of construction activity (as determined by the Department of Streets and Sanitation, Bureau of Forestry) at your expense. If any trees or shrubs damaged by construction activity must be removed and replaced, and trees or

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shrubs of comparable size, type, and value are unavailable or the time for planting is unsuitable, the City will charge you their appraised value determined as provided under § 10-32-200 of the Municipal Code, which amount the City will deduct from amounts due you, or, if no amounts are due, then you must promptly pay the City the amounts determined. Any tree greater than 4" D.B.H. that is permanently damaged due to the construction project and not originally marked for removal must be replaced with a new tree as identified by the Bureau of Forestry and must have a minimum of 4" caliper B&B. Any damaged tree smaller than 4" caliper measured 6" above the ground must be replaced in kind, inch for inch.

2. You must install a **protection barrier or temporary fence** of at least 1.2m (4 feet) in height around each tree to be *protected and preserved*. *The tree protection* must be installed before the actual construction starts and maintained for the duration of the project.

Within this protection zone, you must prevent construction materials from being stored, equipment from being operated and temporary storage buildings or work trailers from being placed.

The protection barrier must be constructed of orange snow fencing securely fastened to fence posts spaced a maximum of **1.5 m (5 feet)** on center. Posts are 1.8m (6 feet) in length with 61 cm (2 feet) set into the ground and 1.2m (4 feet) extending above ground. The fencing must be attached to the post with a minimum of four nylon locking ties evenly spaced at each post.

Dimensions of the **protection barrier** are as follows:

Trees located in Tree Pits: Where trees are located within Tree Pits, the temporary fencing should be installed at a minimum distance of the inside dimension of the Tree Pit opening with one stake at each corner of the opening.

Trees located in Parkways or Boulevards:

Small Trees (<9" D.B.H.): Minimum 1.5m (5 feet) from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the temporary fencing must be the width of the grass parkway with a maximum offset of 30cm (1 foot) from back of curb or edge of sidewalk. In no case must the closure be less than 61cm (2 feet) from the centerline of the tree.

(Example: 6" Tree in a 6' parkway as measured from back of curb to sidewalk. The dimension of the protection fencing would be 1.2m x 3m (4' x 10') with tree in the center). Note: Larger grass parkways (>12') may allow for a ten foot by ten foot (10' x 10'). Thus, the dimension bordered by the sidewalk or curb would not affect fencing distance.

Medium (10"to 15" D.B.H.): Minimum of ten (10) feet from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the fencing must be the width of the grass parkway with a maximum offset of one foot from back of curb or edge of sidewalk. In no case must the closure be less than two feet from the centerline of the tree.

Large (>15" D.B.H.): Minimum of 15 feet from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the fencing must be the width of

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the grass parkway with a maximum offset of one foot from back of curb or edge of sidewalk. In no case must the closure be less than two feet from the centerline of the tree.

E. Care of Existing Structures and Property

1. Property Access Maintenance Plan. You must prepare a Property Access Maintenance Plan consistent with the requirements of the Contract. The plan must be submitted to the Commissioner for review within 14 days after award of the Contract. You must comply with all applicable Federal, State, and local requirements. You must also comply with the following requirements:
 - a. Maintain vehicle and pedestrian access to properties;
 - b. Maintain pedestrian access on both sides of all streets;
 - c. Provide access walkways to all buildings and businesses;
 - d. Sidewalks must remain open to the maximum extent possible;
 - e. Provide temporary relocation of access, where required;
 - f. Provide advisory and temporary signs for pedestrian and vehicle access changes and reroutings; and
 - g. Coordinate delivery locations and timing.
2. Before doing any Work adjacent to or on the site of any buildings or other structures adjoining or in the line of the Work to be performed under the Contract, you must supply written notice of it to the owner or owners that the Work is to be done, and must cooperate with the owner(s) in the maintaining, removing, relocating, rearranging or adjusting wherever necessary, of all basements of buildings, subsidewalk vaults, tunnels, conduits, wires, poles, pipes, gas mains, cables, steam and street railway tracks and equipment, or other appliances and structures located in any portion of the streets, public areas, highways and easements to be occupied or used during the prosecution of the Work.
3. Wherever in the performance of the Work it is necessary to remove, reconstruct, relocate, rearrange, adjust or repair City-owned sewers, catch basins, manholes, inlets, sewers connections and appurtenances by reason of the fact that the structures and appurtenances pass through or are located within the limits of the Work as shown on the plans, or ordered by the Commissioner you must perform the Work necessary to remove, reconstruct, relocate, rearrange, adjust or repair those structures and appurtenances, unless otherwise noted on the plans.
 - a. The Commissioner will, at his sole discretion, direct you to modify your method of Work to interfere as little as possible with the normal conduct of business in or around the portions of the buildings or structures in use.
 - b. The building or structures may be in full time use and operation and will continue in normal use during performance of the Work. Building facilities, including heating, ventilation, and air conditioning, lighting and plumbing, will not be interrupted in the occupied areas, except as required for making connections to power sources as specified below.

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- c. You will serve written notification to the Commissioner requesting any anticipated interruption in facilities at least two weeks before disruption of services. You must provide any temporary facilities deemed necessary by the Commissioner due to a disruption of services. The Commissioner, in his sole discretion, will determine the procedures, times of day and dates you may accomplish the Work and may reject or modify your request.
 - d. Storage of all material and/or equipment must be in areas approved by the Commissioner, in a manner to minimize interference with the normal conduct of business in or around the occupied portions of the building and vehicular areas.
4. You must not perform Work on City-owned water mains, connections and appurtenances or on any City-owned electrical conduits, cables, vaults and appurtenances unless the City has abandoned the structure and the Commissioner has authorized the Work or the Work is included in the Contract. But, you must adjust City-owned water manholes and electric manholes that are shown as "to be adjusted" on the plans.
- a. You must protect and maintain in a manner satisfactory to the Commissioner, protect and maintain all City-owned water mains, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances that are located entirely outside of the neat lines of the excavation as shown on the plans or as ordered by the Commissioner, until the completion of the Work under the Contract. Whenever in the performance of the Work under the Contract it becomes necessary because of the nature of the Work required by the Contract or because of your method of performing the Work, to support, remove, replace, relocate, rearrange, adjust or repair those City-owned structures located entirely outside of the excavations, you must notify the appropriate City Department to perform the Work, and must cooperate with the Department in preserving service in or through them. You must reimburse the appropriate City Department for the cost of performing the Work, and the cost must be included in the various Job Order Prices.
 - b. Without cost to you the City will support, protect and maintain all City-owned water mains, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances, any part of which is located inside of the neat lines of the excavations as shown on the plans or ordered by the Commissioner, or it will remove, replace, relocate, rearrange, adjust, or repair them, both inside and outside of the excavations. You, however, must adjust those City-owned water manholes and electric manholes that are shown as "to be adjusted" on the plans. Whenever in the performance of the Work under the Contract it becomes necessary to support, protect, maintain, remove, replace, relocate, rearrange, adjust or repair such City-owned structures any part of which is located inside of the excavations, you must notify the appropriate City department to perform the Work and must cooperate with the department in preserving service in or through them.
 - c. With the exception of the City-owned water mains, connections and appurtenances and the City-owned electric conduits, cables, vaults and appurtenances described above, and with the exception of City-owned structures that are to be removed or otherwise Worked upon as part of the requirements of the Contract, you must support, protect, maintain or relocate and rebuild all poles, trees, shrubbery, fences, sewers, pipes, conduits, cables, wires, manholes, tunnels, buildings, subways and

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other City-owned structures that pass through and are located within the excavations or that are adjacent to the Work to be constructed under the Contract during the construction and until the completion of the Work under the Contract.

5. You must notify and cooperate with the owners thereof in maintaining, removing, relocating, rearranging, or adjusting wherever necessary, all basements of buildings, subsidewalk vaults, tunnels, conduits, wires, poles, pipes, gas mains, cables, steam and street railway tracks and equipment or other appliances or structures located in any portion of the streets, public areas, highways and easements that are to be occupied or used during the construction of the Work specified under the Contract.
 - a. Wherever in the performance of the Work specified under the Contract it becomes necessary to remove, replace, rearrange, adjust or repair City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances by reason of the fact that the structures and appurtenances pass through or are located within the limits of the excavations as shown on the plans or ordered by the Commissioner, you must perform the Work necessary to remove, replace, relocate, rearrange, adjust or repair the structures and appurtenances. The cost of performing the Work must be included in the Job Order Price.
 - b. Wherever in the performance of the work specified under the Contract it becomes necessary to support and maintain City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances or wherever it becomes necessary as a result of your methods of construction during the Work under the Contract, to remove, replace, relocate, rearrange, adjust, or repair City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances (other than those specified in the last preceding paragraph) you must perform the Work necessary to support, maintain, remove, replace, relocate, rearrange, adjust or repair the structures and appurtenances, and you must bear the cost of the Work without any additional compensation for it.
 - c. It is the intention of the specifications that you include in the Job Order Price Proposal, all necessary cost and expense of supporting, maintaining, removing, replacing, relocating, rearranging, adjusting or repairing all City-owned appliances and structures (other than City-owned water mains, connection and appurtenances and City-owned electrical conduits, cables, vaults and appurtenances described in Section XVI.E.4.b), encountered in or affected by the Work, and that you must also include in the price or prices all necessary cost and expense of removing structures that have been or will be abandoned by their owners and that are necessary to be removed in order to construct work under the Contract, but you must not include in the price or prices the cost or expense of supporting, maintaining, moving, replacing, relocating, rearranging, adjusting or repairing those appliances or structures that are not owned by the City and are not abandoned by their owners, except as may be otherwise specified below in this Section.
6. You must take all reasonable precautions for the protection of buildings, railroad tracks, street railway tracks and appurtenances, and other appliances and structures not owned by the City.

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7. You must determine the methods to be employed, the procedure to be followed, the equipment, plant, falsework, shoring, bracing and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract and the approval of the Commissioner. Only adequate and safe procedures, methods, structures and equipment must be used.
8. You must provide drawings and calculations for all equipment, falsework, shoring, bracing and other temporary structures required for the Work, designed, signed and sealed by an Illinois licensed structural engineer. You must submit copies of all such drawings and calculations to the Commissioner for information only.
9. Field Check of Dimensions, Cutting and Patching. Where the Work connects to existing structures or appurtenances, you must take complete field measurements affecting all Work under this Contract and are solely responsible for the proper fit between the Work and existing structures or appurtenances. You must perform all cutting, patching, or fitting of Work that may be required to properly fit together the several parts of the Work and the existing structures or appurtenances.
10. Contractor's Layout of the Work. You are responsible for the correct lay-out and accurate fitting of all parts of the Work. You must furnish at your own expense all labor, materials and other expenses necessary for, or incidental to, the setting and maintaining of lines and grades (exclusive of the Work of establishing the original reference base line and bench marks that will be performed by the City). No separate payment to you for the cost of any of the Work specified in this Contract. The cost is included in the Contract unit or lump sum prices.
11. Salvage of Materials. If and whenever City- owned property such as valves, cast iron manholes, catch basin frames and covers, inlet boxes and grates, or any other appurtenance are to be removed and are not to be reused in the Work, you must securely store them at a suitable place on the job Site for possible use by the City (unless otherwise stipulated). You must take care to prevent damage in your handling of these appurtenances. You must deliver all items identified by the City for reuse to a location designated by the Commissioner and must legally dispose of the remaining items.
12. Wherever basements of buildings, subsidewalk vaults, tunnels, sewers, water, gas, telephone, telegraph, electric or other pipes, conduits, cables, wires, manholes, vaults, steam and street railway tracks or other similar structures and appliances not owned by the City are in or cross the excavations for structures to be built under this Contract, you must notify the owners of the structures and appliances to support, move, rearrange or abandon them, and cooperate with the owners of the structures and appliances in preserving the service or services provided by the structures and appliances, except as may be otherwise specified or provided in the Contract. If you have complied with the above requirements and has been notified by the owners of the structures and appliances that any of them have been abandoned, or lacking such notice, if you have made all investigations and has found that any of the above structures or appliances have been abandoned by their owners and if the removal of any such abandoned structure or appliance is necessary in order to construct the Work, you must remove them at no additional cost to the City.

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13. Wherever basements of buildings, subsidewalk vaults, tunnels, sewers, water, gas, telephone, telegraph, electric or other pipes, conduits, cables, wires, manholes, vaults, steam and street railway tracks or other similar structures and appliances are adjacent to, but do not cut through or cross the excavations for structures to be built under the Contract, you must perform the Work in such a manner as to not cause damage to the structures and appliances and not interrupt their use during the progress of the Work.
14. You must arrange to notify the owners of structures and appliances that are to be supported, maintained, removed, reconstructed, relocated, rearranged, adjusted or repaired by reason of the Work in ample time to permit them to do their work. The Commissioner may direct you to suspend your operations on that part of the Work that affects the structures and appliances until their owners have had time to perform the work.
15. You must conduct the Work so that no equipment, material or debris is placed upon private property unless you have first obtained the owner's written consent thereto and provided this written consent to the Commissioner. You must take such means as may be required to prevent the creation of a public nuisance on any part of the Work site or adjacent streets or property.
16. You must thoroughly clean all streets, pavements, sidewalks and parkways and all private property of all surface materials, earth and rubbish and restore them to as good condition as before the commencement of the Work. Where you have removed or killed sod, you must provide new live sod. Where the areas have been seeded, you must replace top soil equivalent to that removed, fertilize it, seed and roll it to the satisfaction of the owner of the land. You must replace all trees, shrubs and plants damaged in the proper season of the year with live, growing stock of the same kind and variety and of the size ordinarily used for planting purposes.

F. Precautions and Safety

1. You must take any precautions that may be necessary to render all portions of the Work secure in every respect, to decrease the liability of accidents from any cause and to avoid contingencies that are liable to delay the completion of the Work. You must furnish and install, subject to the approval of the Commissioner, all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to insure the safety of workers and of engineers and inspectors during the performance of the Work. You are required to conduct your Work so as not to unnecessarily obstruct the activities of other contractors who also may be engaged in work on this or any other project.
2. Although the Commissioner may observe the performance of the Work and reserves the right to give you opinions and suggestions about safety defects and deficiencies, the City is not responsible for any unsafe working conditions. The Commissioner's suggestions on safety, or lack of it, will in no way relieve you of your responsibility for safety on the Work site. You have sole responsibility for safety and the obligation to immediately notify the Commissioner of all accidents.

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3. Precautions must be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes must be observed.
4. You must provide completely equipped first aid kits readily accessible at all times on the Work site. You must designate an appropriately trained individual on each shift to be in charge of first aid.
5. You must provide at appropriate locations fire extinguishers or other fire protection equipment that comply in all respects with the Municipal Code and NFPA standards. You must maintain this equipment in proper operating condition at all times and must cause the equipment to be inspected by all appropriate agencies as required by law, but in no event less than monthly. You must comply with the Municipal Code requirements on the use of standpipes, hoses and other fire protection equipment.
6. Only such materials and equipment as are necessary for the construction of the Work under this Contract must be placed, stored or allowed to occupy any such space at the site of the Work. Not more than one day's supply of flammable liquids, including oil, gasoline, paint, or solvent is permitted to be kept on hand at any one time. If gasoline, flammable oils, other highly combustible materials or compressed gas cylinders are to be stored at the site, they must be stored in a secure manner, in compliance with all applicable laws, ordinances and regulations, and all storage places must be clearly marked. The written consent of the Commissioner is required for such storage. That consent in no way limits your liability for the materials.
7. You must prohibit all lighting of fires about the premises and all smoking in restricted areas where posted with "NO SMOKING" signs, and you must diligently enforce this prohibition. You must furnish and post "NO SMOKING" signs. You must not permit any debris or waste materials to be burned at the Work site.

G. Health, Safety and Sanitation

1. Clean-Up. During construction, you must keep the Work site and adjacent premises as free from material, debris and rubbish as practicable. Haul roads, streets and public areas must be swept daily. Before Final Completion and Acceptance of the Work, you must remove from the Work site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs and must restore the site to the same general conditions that existed before the commencement of the Work. The cost of final clean-up is included in the unit prices for the various items, or included in the Contract lump sum price, as the case may be. You must clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt and any other foreign materials deposited or accumulated on any portion of your Work, or existing facilities and structures, due to your performance of the Work.
2. Snow and Ice Removal. You must remove snow and ice that may impair progress of Work, be detrimental to workers, or impair trucking to and from points of delivery at the Work site.

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3. **Glass Breakage.** You must replace all glass broken or damaged during construction at no additional cost to the City. You must promptly remove all broken glass from the Work site.
4. **Noise and Vibration Control.** All equipment, vehicles, and Work under this Contract must be conducted in accordance with the City Building Code, Chapter 11-4 of the Municipal Code, "Environmental Protection and Control," Article VII - *Noise and Vibration Control*, so as to cause a minimum of noise, vibration and inconvenience to the activities of the occupants of property and buildings in the vicinity of the Work. When the Commissioner, in his sole discretion, determines that your operations constitute a nuisance, you must immediately proceed to conduct your operations in a manner that abates the nuisance. You must provide all measures, including engine and exhaust mufflers, acoustic casing enclosures, maintaining equipment, or physical barriers along the edges of the construction zone, required to minimize noise and vibration. Noise and vibration levels may be monitored by the Commissioner.
5. **Health and Safety.** You must comply with the requirements of 29 C.F.R. part 1926 - Safety and Health Regulations for Construction, promulgated under the U.S. Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 *et seq.* (OSHA). Copies may be obtained from the Regional Administrator of the U.S. Department of Labor, Federal Office Building, 230 S. Dearborn, Chicago, Illinois.

You must comply with the requirements of the Illinois Health and Safety Act, 820 ILCS 225/01 *et seq.*, and the rules and regulations promulgated under it by the Director of Labor for the State of Illinois, which are on file with the Illinois Secretary of State.

Whenever a Federal OSHA Compliance Officer arrives at the work site, you must notify the Commissioner immediately. At the conclusion of the inspection, you must report any findings to the Commissioner. Copies of any citations issued and related documents must be submitted to the Commissioner.

You must maintain the following records and make available to the Commissioner for review: (i) all records required by OSHA, including the accident log, Fed/OSHA #200, and posting of the prescribed OSHA poster; (ii) log of safety activities, accident investigation, employee instruction, training, tool-box meetings, and any other pertinent information; and (iii) Material Safety Data Sheets (MSDS) as required for each material you have used at the Work site.

6. You must enforce among your employees such regulations in regard to cleanliness and the disposal of garbage and wastes that are necessary for their health and tend to prevent the inception and spread of contagious and infectious disease among them. You must provide an ample supply of suitable, pure drinking water, and must take such means as the Commissioner may direct to effectively prevent the creation of a nuisance on any part of the Work site or adjacent streets or property. You must construct and maintain necessary sanitary conveniences for the use of the laborers on the Work, properly secluded from public observation, in such manner and at such points as be approved, and their use must be strictly enforced. Whenever manholes have been used for sanitary purposes, they must be thoroughly flushed and cleaned when no longer needed.

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The manner of disposing of waste must be such that all waste is disposed of without creating a public nuisance or health hazard and in accordance with Illinois Department of Public Health Circular No. 815, Educational Health Circular No. 4.001, and all Illinois Environmental Protection Agency rules and regulations.

You must also comply with all rules and regulations of the Federal and State governments and the City Department of Public Health.

H. Hazardous Operations and Security

1. During construction, all cutting or welding operations must be carried out with all precautions taken to prevent fires resulting from sparks or hot slag. Extreme care must be exercised to determine that sparks or embers do not fall into any combustible materials, even if such material is stored on lower floors. Sheet metal wind screens must be provided around the lead-melting furnaces whether the Work site is enclosed or not. Portable fire extinguishers must be provided at and below all locations where cutting or welding or melting operations are being performed or, if those operations are extensive, a hose from the stand pipe system or fire hydrant must be placed nearby. You must obtain special permission from the Commissioner of Water and pay all associated connection fees.
2. No welding, flame cutting, or other operations involving use of flame, arcs, or sparking devices, will be allowed without adequate protection. All combustible or flammable material must be removed from the immediate working area. If removal is impossible, flammable or combustible materials must be protected with fire blankets or suitable non-combustible shields to prevent sparks, flames or hot metal from reaching flammable or combustible materials. You must provide necessary personnel and equipment to control incipient fires resulting from welding, flame cutting, or other sources involving use of flame, arcs, or sparking devices.
3. You must immediately report any concentration of gas fumes, and you are responsible for clearing the area and notifying the Commissioner and the appropriate utility company. All operations in the area must be suspended until the source of the fumes has been located and corrected.
4. You must arrange for the installation of necessary fire protection lines and equipment as required by the Chicago Fire Department and as necessary to properly protect the Work site. Permanent fire protection facilities may be used for this purpose as soon as they are installed, tested and approved by the Commissioner for temporary use.
5. Salamander heaters or similar forms of uncontrolled heaters must not be used except with the special written permission of the Commissioner and City fire marshal and then only when each salamander is maintained under constant supervision.
6. Gasoline must be kept in and handled from approved safety cans.
7. All tarpaulins used for any purpose must be made of fire, water and weather-resistant materials.
8. You must furnish such watchmen as may be necessary to protect the public and those who are at or in the vicinity of the Work under this Contract, and to protect all materials, tools, machinery and equipment and all Work you have performed.

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9. You must comply with all Federal and State and local occupational health and safety statutes, and any occupational health and safety standards promulgated thereunder; provide reasonable protection to the lives, health and safety of all persons employed under this Contract; furnish to all such persons a place of employment that is free from recognized hazards that are causing or are likely to cause death or serious physical harm; keep all persons employed under this Contract informed of your protections and obligations under the statutes; and provide all persons employed under this Contract with information regarding hazards in the workplace, including information about suitable precautions, relevant symptoms and emergency treatment. The Federal and State occupational health and safety statutes, and the rules and regulations promulgated thereunder, are considered part of this Contract as though fully set forth in this Contract.
10. You must provide safety instructions and training for all workers. You must conduct weekly craft safety meetings (tool-box type) of reasonable length as an effective means of communicating safety issues to workers. Reports containing tool box discussion topics must be signed-off by all attendees and must be submitted to the Commissioner.

I. Services and Use of Site

1. Work Area. After receipt of the Notice to Proceed, you must propose a suitable working area subject to approval by the Commissioner. You must secure the space at your own expense.
2. Temporary Services and Utilities. If specified in the Contract, you are responsible for arranging for and providing all general services and temporary facilities as specified in the Contract and as required for the proper and expeditious prosecution of the Work. You must pay all costs for those general services and temporary facilities. You must provide temporary connections for water, electricity and heat including installation, maintenance and removal of those facilities. You must pay the cost of all water, telephone, and electricity during the construction period.
 - a. Water. You must provide temporary water connections as required for drinking and construction purposes. The Commissioner reserves the right to regulate the use of water and may impose restriction on the use if you are using water carelessly. You must provide water and facilities for obtaining water for sanitary purposes, drinking, mixing concrete and for all other purposes at your expense. You are not permitted to obtain the water from the mains of the Chicago water system, except as may be provided in the Contract. Except with special permission from the Commissioner and the Department of Water, you must not make connections for water to the City's fire hydrants.
 - b. Light and Power. You must furnish the electricity and must furnish and install all wiring, electrical services, lighting units, insulated supports for wiring and all other electrical equipment together with all other incidental and collateral Work necessary for the furnishing of the temporary power and lighting facilities for the Work to be done under this Contract, all at no additional cost to the City. Electrical Work must be performed by a licensed electrician.
 - c. Temporary Heating During Construction. You must provide temporary closures or enclosures for all exterior door, window, roof or other types of exterior openings as

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required to provide protection from the elements during construction. It is your responsibility to keep water in pipes from freezing and to maintain temporary heat in areas where Work is being performed at not less than 50° Fahrenheit. Finish Work includes, but is not limited to masonry, plastering painting, millwork and other temperature sensitive Work. The Heating period is from approximately October 1 to May 30 unless conditions warrant otherwise. You must furnish, install, operate and maintain all required temporary heating equipment, and must provide and pay all fuel costs.

3. Temporary Construction Facilities. Unless otherwise specified, you must provide and maintain the following temporary construction facilities throughout the construction period and remove them at the completion of the Work:

- a. Field Offices. Unless otherwise specified in Book 3, you must provide a temporary building or mobile type field office of such size and containing such equipment as you deem necessary to conduct the operations. The field office must be provided with a telephone for your superintendent and a pay telephone for use by others during the entire period of construction. The telephone must be removed promptly upon Final Completion and Acceptance of the Work.

Unless otherwise specified in Book 3, you must supply a field office for the City's Superintendent consisting of a separate office facility. It must be of adequate size for efficient operations and be furnished with a desk, three chairs, 4-drawer file cabinet and a plan table. It must be equipped with electric lighting, heating, ventilating and cooling facilities. You must provide a separate telephone for City Superintendent's use.

You must also provide and maintain in clean condition for Superintendent's use, including toilet facilities, having a water closet and laboratory fixture connected to sanitary sewer and water service. Temporary toilet facilities must be located in the City's Superintendent's trailer and comply with City and State regulations relating to health and sanitation. The toilet facility must be serviced twice weekly and kept stocked with toilet paper, soap, and paper towels.

- b. Toilets. You must provide at least one portable chemical toilet for every 20 workers or fraction of that number at the Work site as soon as construction operations commence. Toilet facilities must be serviced, at a minimum, twice weekly, which includes draining tank and refilling and disinfecting the interior of each toilet unit, and keeping each unit stocked with toilet paper. Toilet facilities must be maintained during the term of the construction period and removed upon completion of the Work.
- c. Stove heaters in temporary offices and sheds must be properly installed to protect combustible walls, floors and roof.
- d. Storage of Materials. If it is necessary to store materials, they must be protected in such a manner as to insure the preservation of their quality and fitness for the work. All stored materials will be inspected at the time of use in the Work even though they may have been inspected and approved before being placed in storage. You may store materials in the areas provided as working areas by the Contract. If no areas are provided, or if the areas provided are insufficient, you must provide the space

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required at your expense. Upon completion of the Work, you must clean and restore the storage sites and working areas to their original condition at your expense.

All materials and equipment must be received at the Work undamaged. The Commissioner has the right to reject any method of packing and shipping that, in the Commissioner's opinion, will not adequately protect the materials and equipment against damage while they are in transit or storage or that will damage existing structures.

- e. **Storage Sheds.** You and each Subcontractor must provide suitable watertight storage sheds for your, or their own, use as needed. You and each Subcontractor are responsible for and must pay for any electric services to your or their storage sheds. However, the electrical Work must be performed by a licensed electrical Subcontractor. You are responsible for materials stored in the open; they must be arranged in an orderly manner and properly protected against the elements and damage.
4. **Working Space.** You must provide working space for your own use and for each of your Subcontractors. It must provide sufficient space for benches, tools, material storage and for such other purposes as may be required to properly perform and expedite the Work. Allocation of such Work areas is subject to approval by the Commissioner. You must maintain all Work areas in a clean and orderly condition and take whatever precautions as may be necessary adjacent to the new Work. You must clean, repair or replace any damage to Work site due to improper protection at no additional cost to the City.
5. **Equipment and Falsework.** You must determine the methods to be employed, the procedures to be followed, the equipment, plant, falsework, shoring, bracing, and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract. Only adequate and safe procedures, methods, structures, and equipment must be used. You must furnish and maintain and are solely responsible for all equipment such as temporary ladders, ramps, runways, hoists, scaffolding, and similar items required for proper execution of Work. All such apparatus, equipment and construction must meet the requirements of Federal, State and local laws concerning the safety and protection of employees. No hoist, scaffolding or other equipment must be erected at such location as will interfere with general construction or progress of other trades. Hoists, scaffolding or other equipment must be located at sufficient distance from exterior walls to prevent staining or marring of any permanent Work. All suspended scaffolding and staging must be lowered to ground level at the end of each work day.
6. **Project Signs.** You must erect and maintain signs identifying the Project and indicating City, and to the extent applicable, State and Federal participation. Work under this item includes constructing and erecting project signs of the size and material specified in the Contract drawings. These signs must be erected in locations approved by the Commissioner and must be maintained throughout the term of this Contract. You are responsible for the immediate removal of graffiti. If you are notified of graffiti, you must remove such within 24 hours. The signs must not be removed until you receive such notice from the Commissioner. No separate payment will be made for furnishing, erecting and maintaining the project signs; it is incidental to the Contract.

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J. Reports and Plans

1. Daily Progress Reports. You and all Subcontractors must prepare and submit to the Commissioner daily progress reports on the various parts of the Work. The report must include the number of workers and the classification of the trades involved, equipment used and any pertinent information regarding possible delays in the Work.
2. Procedures, Methods and Equipment. You will determine the methods to be employed, the procedure to be followed, the equipment, plant, falsework, shoring, bracing and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract. Only adequate and safe procedures, methods, structures and equipment must be used. Any approval, constructive or otherwise, by the Commissioner of such methods, procedures and equipment in no way relieves you of any of your obligations under this Contract.

XVII. ENVIRONMENTAL REQUIREMENTS

A. Compliance with Environmental Laws

1. You must comply with all Environmental Laws including those listed in the Economic Disclosure Statement and Affidavit (EDS), which you must execute and have notarized, and any analogous future local, State or Federal ordinance or statute, rule and regulation promulgated under or under the foregoing, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order, or directive which regulates, relates to, imposes liability for or establishes standards of conduct concerning any Hazardous Materials that may be set forth by the Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof exercising executive, legislative, judicial, regulatory or administrative functions.
2. If you are required under any Environmental Laws to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under, or about any premises you use to perform the Work required under this Contract, you must provide a copy of the report or notice to the City. In the event of a release or threatened release of Hazardous Materials or special waste into the environment, or in the event of any claim, demand, action or notice is made against you regarding your failure or alleged failure to comply with any Environmental Law, you must notify the City pursuant to Section XVIII.C, "Disposal of Waste Materials, Construction Debris, Soils and Waste," below.
3. If you fail to comply with any Environmental Law, the City may terminate this Contract in accordance with the default provisions of this Contract and may adversely affect your eligibility for future contract awards.

B. Environmental Permits

1. You must show evidence of, and keep current throughout the term of this Contract, all waste hauling, special waste hauling, disposal permits and insurance certificates required by Federal, State, City or other local governmental body or agency pursuant to any Environmental Law.

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2. When requested by the Chief Procurement Officer, you must submit copies of all hauling permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Chief Procurement Officer throughout the duration of this Contract. Noncompliance with this requirement may be cause for rejection of the bid and/or termination of this Contract and declaring you non-responsible in future bids.
3. Environmental Records and Reports. You are required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including:
 - a. Vehicle maintenance records;
 - b. Safety and accident reports;
 - c. IEPA or OSHA manifests;
 - d. Disposal records, including disposal site used, date, truck number and disposal weight, bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material; and
 - e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

C. Disposal of Materials, Construction Debris, Soil and Waste

1. You are responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a Subcontractor does not relieve you from responsibility for proper disposal. Disposal of all materials, construction debris, soil, and other wastes must be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. You must identify the disposal site(s) or transfer station(s) to which you have contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained.
2. You must provide the Commissioner or his designated representative with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents. When requested by the Chief Procurement Officer, you must provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. If the transfer station and/or landfill you propose to use does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, you must replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the City. If you dispose of materials, construction debris, soil or other wastes at a site that is not properly permitted, you will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.
3. You must notify the Commissioner, within 24 hours, of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Environmental Claim") by any governmental body or regulatory agency against you by any third party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes.

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You must provide evidence to the Commissioner that any such Environmental Claim has been addressed to the satisfaction of its issuer or initiator.

4. You must notify the City of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil and other wastes under this Contract in which you are asked to participate.
5. You must verify, in writing, whenever requested by the Commissioner, that all materials, construction debris, and other waste you accept from the City have been disposed of in compliance with all Environmental Laws.
6. The form for identifying your debris disposal/handling site(s) and acknowledging terms and conditions relating thereto which you have executed and attached to this Contract is incorporated by reference (the "Form"). In addition to the representations and requirements contained in the Form, you acknowledge that unless otherwise authorized in writing by the Commissioner of Environment, you must not continue to use a disposal/handling site identified in the Form that (i) has been cited as being in violation of any environmental law or regulation or of any City ordinance; or (ii) does not have a necessary permit. If only one site was identified in the Form, you must arrange for a substitute disposal/handling site that meets the requirements specified in the Form and provide a revised Form to the Commissioner of Environment. You further acknowledge that any such substitution is at no additional cost to the City, regardless of the reason necessitating such substitution.

D. Equipment and Environmental Control During Transport

You must haul materials, construction debris, soil and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil and other wastes must be designed to prevent spillage during the hauling operation. Your equipment must fully comply with all City, State and Federal Regulations, laws and ordinances pertaining to size, load weight, safety and any Environmental Law.

E. Environmental Control

In performing the Work, you must become thoroughly familiar with all Federal, State, and local statutes, ordinances, and directives with respect to the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations. Attention must be given to reduce the noise of heavy construction equipment and to the control of dust, smoke, and fumes from construction equipment and other operations on the Work site, and the dirt and noise created by heavy truck operations over City streets in accordance with ordinances of the City and orders of the Commissioner. The discharge of Hazardous Materials into waterways and City sewers is not permitted.

F. Open Dumping Prohibited

The removal of all recyclable material and garbage, refuse or other waste material, including broken concrete, bricks, rock, paving asphalt and incidental debris generated from all construction or demolition activities performed under this Contract, must be transported to a facility that is zoned and permitted to accept the material under Chapter 11-4 of the Municipal Code and all applicable local, State, and Federal regulations.

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You must retain bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material and make them available to the City upon request

G. Environmental Protection

You must comply with, and must cause your Subcontractors to comply with, all Federal environmental and resource conservation laws and regulations, whether existing or promulgated later, as they apply to this Contract. You must include these provisions in all subcontracts. Some, but not all, of the major Federal laws that may affect this Contract include the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 *et seq.*; the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 *et seq.*. You and your Subcontractors must also comply with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 *et seq.*; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

1. Air Quality. You must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* Specifically, you must comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93; and National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR § 61.145. You further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.
2. Clean Water. You must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.* You further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.
3. List of Violating Facilities. You acknowledge that any facility to be used in the performance of the Contract or to benefit from the Contract must not be listed on the U.S. EPA List of Violating Facilities ("List"), and you must promptly notify the City if you receive any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
4. Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the Work, you must use

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recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

H. Clean Diesel Fleet: Emissions Reduction (MCC 2-92-595) (where applicable)

If this Contract is for construction, demolition, restoration, repair, renovation, environmental remediation or environmental abatement of any building, structure, tunnel, excavation, roadway, bridge, transit station or parcel of land and the estimated value of this Contract is \$2,000,000 or more:

Contractor must comply with the Clean Diesel Contracting Ordinance, MCC Section 2-92-595.

2. Contractor and any Subcontractor(s) must utilize Ultra Low Sulfur Diesel Fuel (ULSD) for any heavy-duty diesel-powered vehicle, non-road vehicle or non-road equipment used in the performance of the Contract.
3. Contractor and any Subcontractor(s) must minimize idling of motor vehicles and non-road vehicles used in the performance of the Contract during periods of inactivity, and must comply with the anti-idling requirements imposed by any applicable federal, state, or local law.
4. Contractor and any Subcontractor(s), may not use any of the following vehicles and equipment in the performance of the contract:
 - (i) any heavy-duty diesel vehicle not meeting or exceeding the US EPA's emission standards for heavy-duty diesel vehicles for the 1998 engine model year, unless such vehicle is fitted with a verified diesel emission control retrofit device; or
 - (ii) any non-road vehicle or non-road equipment not meeting or exceeding the US EPA's Tier 1 Non-road Diesel Standards, unless such vehicle or equipment is fitted with a verified diesel emission control retrofit device.
5. Any heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of this Contract must incorporate such engine or retrofit technology so that the Contractor, through such engine or retrofit technology used directly by the Contractor and all subcontractors, shall have a minimum of 3.0 clean fleet score per a reporting period, as calculated by using the methodology described in MCC subsection 2-92-595(c)(5). Contractor may exclude from the calculation of the clean fleet score up to fifty percent of all of the heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of the contract during a reporting period that are owned or leased by any firm that the CPO has granted a clean fleet score annual waiver certificate pursuant to MCC subsection 2-92-595 (f). However, pursuant to MCC subsection 2-92-595(b)(6), if this contract is advertised after January 1, 2020, the minimum clean fleet score is increased to 4.0, and Contractor may exclude from the calculation up to only twenty five percent of vehicles owned or leased by a firm that has received a clean fleet score waiver certificate instead of fifty percent.

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6. The City may conduct an audit of the Contractor or inspect any vehicle or equipment used in the performance of the Contract to ensure compliance with the requirements specified above. In the event that Contractor or any Subcontractor fails to utilize ULSD or fails to minimize idling or comply with antiidling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each day of noncompliance will be a separate violation; provided, however, the damages will not exceed \$50,000 for any one vehicle or piece of equipment, as specified in MCC Section 2-92-595(e). Such liquidated damages are imposed not as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the project and inspection and other enforcement costs, as well as the resultant damages to the public health of its citizens, which damages by their nature are not capable of precise proof. The City is authorized to withhold and deduct from monies otherwise payable to the contractor the amount of liquidated damages due to the City.
7. Contractor understands that pursuant to MCC subsection 2-92-595(e)(6), any person knowingly making a false statement of material fact to any City department with respect to compliance with the contract provisions specified in MCC subsection 2-92-595(e) Chicago may be fined not less than \$1,000 or more than \$5,000 for each statement.

XVIII. INSURANCE, INDEMNITY AND BONDS

A. Indemnity

1. You must protect, defend, indemnify, and hold the City, its officers, officials, representatives, and employees (collectively the "Indemnitees"), harmless from and against any and all claims, damages, demands, injury or death, in consequence of granting this Contract or arising out of or being in any way connected with your performance under this Contract except for matters shown by final judgment to have been caused by or attributable to the negligence of Indemnitees. This indemnification obligation is effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs, including attorney fees, costs, liens, judgments, settlements, penalties, professional fees, and other expenses incurred by the City, including fines and penalties imposed by public bodies, and the reasonable settlement of such claims. This indemnification obligation is not limited by any amount of insurance required under this Contract. Further, the indemnification obligation contained in this section will survive the expiration or termination of this Contract.
2. You will be solely responsible for the defense of any and all claims, demands, or suits against Indemnitees, including claims by your employees, subcontractors, agents, or servants even though the claimant may allege that the Indemnitees were in charge of the Work or alleged negligence on the part of Indemnitees. The City will have the right, at its sole option, to participate in the defense of any such suit, without relieving you of your obligations under this section.
3. "Injury" or "damage" as these words are used in this section will be construed to include injury or damage consequent upon the failure of or use or misuse by you, your Subcontractors, agents, servants, or employees, of any scaffolding, hoist cranes, stays,

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ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not they are owned, furnished, or loaned by the Indemnitees.

4. You will promptly provide, or cause to be provided, to the Commissioner and City Corporation Counsel copies of all notices that you may receive of any claims, actions, or suits that may be given or filed in connection with your performance or the performance of any Subcontractor and for which the Indemnitees are entitled to indemnification under this Contract and to give the Indemnitees authority, information and assistance for the defense of any claim or action.

B. Contribution

To the extent permissible by law, you waive any limits on your liability that you would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act, the Illinois Pension Code or any other statute.

C. Admiralty

In addition, you waive the right to receive the benefits of or to invoke the protection afforded by all maritime statutory limitations of liability, including the Limitation of Vessel Owner's Liability Act, 48 U.S.C. § 183 *et seq.*, that could act to diminish your liability for any harm or damage arising from your performance of your obligations under the Contract in any manner or for all claims or other costs arising from or occasioned by your operations on any waterways, including Lake Michigan and the Chicago River. This provision is not intended to avoid or waive Federal jurisdiction under the applicable admiralty laws. This waiver extends only to the Indemnitees, and not to third parties seeking recovery for claims solely against you.

1. Without limiting your waiver, you specifically consent to pay all sums in respect of any claims against the Indemnitees and other costs suffered by the Indemnitees arising from or occasioned by your operations in or on waterways, including the following:
 - a. Loss or damage to any other ship, vessel or boat caused proximately or otherwise by your vessel, or loss of the cargo or the other ship, vessel or boat;
 - b. Loss of life or personal injury, or for any cost of life salvage;
 - c. Loss or damage to any harbor, dock, building, graving or otherwise, slipway, pontoon, pier, quay, tunnel, jetty, stage, buoy, cables of any kind, or other fixed or movable object or property whatsoever;
 - d. The cost of the removal, raising or destruction of the wreck of any vessel you employ in performing your obligations under the Contract;
 - e. If a vessel is disabled or otherwise, the cost of towage or other salvage of any vessel you employ in performing your obligations under the Contract;
 - f. Loss or damage to the bottom, banks, or shoreline of the waterway.

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D. Performance and Payment Bonds

You must, before award of the Contract, deliver to the Chief Procurement Officer a performance and payment bond in the amount set forth in Book 2. Any performance bond that you provide must comply with the provisions of 30 ILCS 550/1 *et seq.*, as amended, and of § 2-92-030 of the Municipal Code, as amended. It must also be in the form of the performance and payment bond form included in Book 2. The surety or sureties issuing the bond must be acceptable to the Comptroller and must have a Best's Key Rating Guide of "B+," Class XI or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Job Order Price. The bond must cover the warranty period required by the Contract.

In case of your neglect, failure, or refusal to provide satisfactory sureties when so directed within 10 days after such notification, pursuant to § 2-92-040 of the Municipal Code the Chief Procurement Officer may declare this Contract forfeit, but such forfeiture will not release you or your surety or sureties from any liability that may have accrued before the date of the forfeiture.

If at any time the surety or sureties, or any one of them, upon the bond become insolvent, or are, in the sole opinion of the Chief Procurement Officer, unsatisfactory, or unable to respond to damages in case of liability on such bond, the Chief Procurement Officer will notify you and direct that you furnish a bond issued by a satisfactory surety or sureties forthwith.

E. Insurance

You must procure and maintain at all times, at your own expense, through the completion of the warranty period, the types of insurance specified in Book 2 of the Contract, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Contract, whether performed by you or by Subcontractors. Upon written request by the Commissioner, you must allow the Commissioner to review and copy any original insurance policies you are obligated to maintain under this policy.

You waive any and every claim or right of recovery from the City for all injuries and losses arising under this Contract or in any way related to the Work, including any claim for loss of or damage to the Work or to the contents of it, which injury, loss or damage is covered or is required to be covered by valid and collectible insurance policies, to the extent that such injury, loss or damage is recoverable under the insurance policies. As this waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), you must give each insurance company that has issued, or in the future may issue, your policies of insurance, written notice of the terms of this waiver, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of the waiver. You must require each Subcontractor to include similar waivers of subrogation in favor of the City.

The City reserves the right to change, modify or delete insurance requirements set forth in the Contract, including the right to request that you provide additional types of insurance.

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XIX. CLAIMS AND DISPUTES

A. General

Compliance with the provisions in this Article XIX is a precondition to seeking judicial review of an adverse decision of the Chief Procurement Officer. **You must not withhold performance of and must prosecute any Work required by the Commissioner while your claim, including judicial resolution, if any, is pending. You must prosecute all of your Work including any disputed Work with the same diligence and effort as if no dispute existed.** Neither the Chief Procurement Officer's determination (see Section XIX.C.3 below), nor the continued performance by either party, constitutes an admission as to any factual and/or legal position in connection with the dispute or a waiver of any rights under the Contract.

B. Claims

1. This provision applies to all claims under this Contract, including those for time, money, or both.
2. Procedures. Within 14 days after a basis for claim arises, you must submit your claim in writing to the City's resident engineer or its project manager ("Commissioner's Representative"). This written claim to the Commissioner's Representative will constitute "notice" to the City for purposes of determining initial timeliness of the claim; oral notice is insufficient. If you and the Commissioner's Representative are unable promptly (depending upon the complexity of the matter) to resolve the claim, you must forward your claim in writing to the Commissioner together with the documents listed in (a) through (d) below (collectively, "your documents"). You must include:
 - a. A general statement of the basis for the claim,
 - b. Reference to the applicable Contract provisions,
 - c. All records that support the claim, and
 - d. All documents that relate to it, such as correspondence, and that are reasonably necessary for the Commissioner's understanding to resolve the claim.

It is your responsibility to furnish your documents to the Commissioner at the time you forward the claim to him, as, with or without the supporting documentation, the Commissioner has 30 days to respond in writing to you after he has received the claim. Incomplete information may result in an adverse response. The response may be in the form of a contract modification.

If within the 30 days the Commissioner neither responds nor forwards the claim to the Chief Procurement Officer in lieu of responding, the claim will be considered denied, unless you and the Commissioner have agreed to extend the time for him to complete his response. The Commissioner may, at his sole option, forgo the opportunity to respond directly to your claim by referring it with all your documentation and a Request for Resolution of Dispute to the Chief Procurement Officer and supplying such additional documentation as the Chief Procurement Officer may require of him.

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C. Disputes

1. **Invoking Dispute Resolution Procedures.** If you dispute the Commissioner's resolution or denial of your claim, or if your claim is deemed denied, you have 10 days to forward your claim and your documentation to the Chief Procurement Officer indicating to him that you are requesting resolution of a dispute and showing that you have complied with the preceding claims procedures. Your 10-day period to invoke dispute resolution by the Chief Procurement Officer is counted from the date the Commissioner's written resolution was sent to you, or, if he has not responded or forwarded the claim, from the date on which the time for the Commissioner's response lapsed.
2. **Waiver.** If you fail to file a Request for Resolution of Dispute with the Chief Procurement Officer within the 10-day period you will have waived your claim, the right to make the claim later, and the right to dispute its resolution or denial.
3. **Dispute Procedures.** Once the dispute resolution procedures are invoked, the Chief Procurement Officer will proceed to a final and binding decision under such rules and regulations as he from time to time promulgates. A copy of those rules and/or regulations is available through the Department of Procurement Services. The Chief Procurement Officer's decision will be implemented through a Contract Modification, if required, that will be made a part of the Contract with your signature or without it should you refuse to sign the Contract Modification. If either you or the Commissioner disagree(s) with the decision of the Chief Procurement Officer, the exclusive remedy is judicial review by a common law *writ of certiorari*. Unless such review is sought within 35 days of receipt of the Chief Procurement Officer's decision, all rights to seek judicial review are waived.

XX. EVENTS OF DEFAULT AND TERMINATION

A. Chief Procurement Officer's Right

1. The Chief Procurement Officer may, at his sole discretion, exercise the right to send you notice under Sections XX.C.1 or XX.C.2. Whether to declare you in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under Article XIX, "Claims and Disputes."
2. If the Chief Procurement Officer terminates this Contract under the provisions of Section XX.C.1 or XX.C.2, the Commissioner may use the material and equipment, whether owned or leased, that is within the scope of the Work or necessary for completion of the Work paid for by the City (whether located on or off the Work site), to complete the Work and you will receive no further payment until the Work is completed. If, however, the cost of completion exceeds the unpaid balance of the Contract, you must pay the difference to the City immediately upon demand.

B. Events of Default

Your failure to perform any of your obligations under the Contract, including one or more of the following, is an event of default:

1. Failure to begin the Work at the time specified;

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2. Failure to perform the Work with sufficient workers and equipment or with sufficient materials to insure the completion of Work or any part of the Work within the time specified by the Contract;
3. Failure to perform the Work in accordance with the Contract;
4. Failure to promptly remove materials, repair, or replace Work that was or were rejected as defective or unsuitable;
5. Unauthorized discontinuation of the Work;
6. Insolvency, bankruptcy or assignment for the benefit of creditors that impairs your ability to pay Subcontractors or perform the Work;
7. Failure to pay Subcontractors or material suppliers;
8. Failure to carry on the Work in a manner acceptable to the Commissioner;
9. Failure to observe Federal, State, or local laws or regulations governing safety and security requirements, including all environmental requirements;
10. Failure to comply with any other term of this Contract that states an event of default or failure to comply with any term of this Contract in any material respect; and
11. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the Chief Procurement Officer.
12. Disqualification as a MBE or WBE of the Contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the Contract and such status was misrepresented by the Contractor.
13. Failure to notify City of change in information submitted in Contractor's original Economic Disclosure Statement ("EDS") and to submit a new EDS;
14. Default under any other City contract;
15. Violation of any City ordinance, even if unrelated to contract performance.
16. Failure to comply with the Child Support Arrearage Ordinance, § 2-92-415 of the Municipal Code;
17. Failure to fulfill Job Order as per required criteria described in Book 2 under "Failure to Fulfill Job Order."
18. Termination of Contractor's use of the JOC System.

C. Remedies

If an event of default occurs, the Chief Procurement Officer, at his sole discretion, may send you notice of his intent to exercise remedies pursuant to the following:

1. Opportunity to Cure: The Chief Procurement Officer may provide you the opportunity to cure the default. If he does so, you must cure the default within 10 days after notice from the Chief Procurement Officer is given. If the Chief Procurement Officer receives written notification from the Commissioner that you have not cured the default within the

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10-day cure period, the Chief Procurement Officer may at any time after that terminate the Contract, in which event the termination of the Contract is final and effective.

2. Termination: The Chief Procurement Officer may terminate the Contract. Written notification of the default and termination of the Contract will be provided to you and the bond company by the Chief Procurement Officer. The Chief Procurement Officer's decision and declaration of termination is final and effective.
3. In addition to the foregoing, upon an event of default as defined in Section XX.B, "Events of Default," the City may invoke any or all of the following remedies:
 - a. The right of set-off against any payments due or to become due to you;
 - b. The right to take over and complete the Work, or any part of it, either directly or through others. The City may use your Subcontractors, materials and equipment to complete the Work. If the City notifies you that it is invoking this remedy, all rights you may have in or under your subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts, at the City's discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, you must execute, or cause to be executed, any assignment, agreement, or other document that may be necessary, in the sole opinion of the Corporation Counsel, to evidence or effect compliance with this provision. You must promptly deliver such documents upon the City's request. In the case of any subcontract so assigned and accepted by the City, you remain liable to the Subcontractors for any payment already invoiced to and paid by the City, and for any claim, suit, or cause of action based on or resulting from any error, omission, negligence, fraud, willful or intentionally tortious conduct, or any other act or omission, or breach of Contract, by you, your officers, employees, agents, and other Subcontractors, arising before the date of assignment to the City, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. You must notify your Subcontractors of these requirements;
 - c. In the event of termination, all costs and changes incurred by the City, together with the cost of completing the Work, are deducted from any moneys due or that may become due to you. When the expense incurred by the City exceeds the sum that would have been payable under the Contract, you and the surety are liable and must pay to the City the amount of the excess;
 - d. The right to terminate the Contract as to any or all of the Work yet to be performed;
 - e. The right of specific performance, an injunction, or any other appropriate equitable remedy, as may be applicable;
 - f. The right to money damages, including all expert witness or other consultant fees, court costs, and attorneys' fees that the City may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default under this Contract;
 - g. The right to withhold all or any part of your compensation;

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- h. The right to terminate any or all of any other contracts that you may have with the City; and
- i. The right to deem you non-responsible in future contracts to be awarded by the City.

D. Nonexclusivity of Remedies

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or hereafter, at law, or in equity. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor constitutes a waiver of any event of default or acquiescence in it, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

E. Adjudication of Termination

If the Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination will thereupon be deemed under Section XX.F, "Early Termination," and the provisions of Section XX.F, "Early Termination," apply.

F. Early Termination

1. The City, through the Chief Procurement Officer, may terminate your Work by written notice stating the effective date of the termination. Immediately upon receipt of the notice, you must provide similar written notice to the affected Subcontractor(s), whereupon you and Subcontractor(s) must, except for services necessary for the orderly termination of the Work.
 - a. Stop all Work and place no further order or subcontracts for materials, services, equipment or supplies;
 - b. Assign to the City, in the manner and to the extent directed, all of your rights under Work orders, purchase orders and subcontracts relating to the portion of the Work that has been completed;
 - c. Terminate Work orders, purchase orders and subcontracts outstanding to the extent that they relate to the Work and are not assigned to the City;
 - d. Take any action necessary to protect property in your possession in which the City has or may acquire an interest; and
 - e. Take any other action toward termination of the Work that the City may direct.
2. If all or a portion of your Work is terminated under this Section, "Early Termination," you are entitled to payment of those costs relating to the completed portion of the Work. No payment will be made for Work not actually performed. Deductions will be made by the City for any amounts previously paid to you and for any amounts that may be due the City, or that the City may offset or withhold by the terms of this Contract. Thus, the City will pay you, subject to the limitations set forth in this Contract, the sum of the following costs:

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- a. That portion of the Job Order Price related to the Work you completed immediately before notice of termination less the payments for progress or changes previously made; and
 - b. Expenses incurred for which you are liable as the result of your termination of respective Work orders, purchase orders or subcontracts related to the notice of termination. The total amount of all payments to you must not, in any event, exceed the proportion that the Work actually performed (including materials delivered to the Project site minus credits for returned goods or canceled orders) at the date of termination bears to the entire Work to be performed under this Contract. Any payment to you under this subsection will be made in accordance with the provisions of Article XIII, "Payments."
3. After receipt of a notice of termination under this Section XX.F, "Early Terminations," you must submit to the Commissioner your final invoice in the form required, with supporting documentation. The Commissioner may require certified payrolls, receipts and other proof of expenditures. The final invoice must be submitted promptly, but in no event more than 60 days after the effective date of termination. Failure to submit the final invoice within 60 days after the effective date of termination constitutes a waiver of the final invoice.

G. Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify you of that occurrence and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments will be made to you under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under it.

XXI. COMPLIANCE WITH ALL LAWS

A. Contractor Must Comply with All Laws

Contractor must observe and comply with all Applicable Laws, in effect now or later and whether or not they appear in the Agreement, including those specifically referenced herein or in any of the Contract Documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all subcontractors to do so. Contractor is fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

By entering into this Contract with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

a. General Civil Rights Provisions

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In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements

During the performance of this Contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Title VI List of Pertinent Non-Discrimination Acts and Authorities

Contractor agrees to comply with the following non-discrimination statutes and authorities ("Title VI List of Pertinent Non-Discrimination Acts and Authorities") including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-

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recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

1. Compliance with Regulations

2. **The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. Non-discrimination**

The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.3.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities the Regulations on the grounds of race, color, or national origin. **4. Information and Reports**

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to

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ascertain compliance with such Acts and Authorities, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the relevant Federal Aviation Administration may determine to be appropriate, including, but not limited to:

A. Withholding payments to the contractor under the Contract until the Contractor complies; and/or

B. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions

The Contractor will include the provisions of above paragraphs 1, "Compliance With Regulations" through 6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Non-Discrimination Acts and Authorities and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. Other Non-Discrimination Requirements

A. ILLINOIS HUMAN RIGHTS ACT

1. GENERALLY

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A, and as further described below.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

2. STATE OF ILLINOIS DUTIES OF PUBLIC CONTRACTORS (44 ILL. ADMIN. CODE 750 ET SEQ.)

Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the

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contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability." 44 Ill. Admin. Code 750.120.

When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

**3. STATE OF ILLINOIS EQUAL EMPLOYMENT OPPORTUNITY
CLAUSE**

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

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C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.

F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.

G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

B. CHICAGO HUMAN RIGHTS ORDINANCE MCC CH. 6-10 (FORMERLY CH. 2-160)

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Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 6-10, Sect. 6-10-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

C. CITY OF CHICAGO EQUAL EMPLOYMENT OPPORTUNITY GOALS MCC 2-92-390

The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of \$100,000 or more. The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

- A) 25% by minority journeyworkers and apprentices;
- B) 7% by women journey workers and apprentices;
- C) 40% by minority laborers; and
- D) 10% by women laborers.

The Contractor is encouraged to meet or exceed these goals. Contractor shall also comply with the State of Illinois equal employment opportunity requirements, as set forth above.

D. BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES (BEPD)

Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

C. Business Relationships with Elected Officials

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. Violation of MCC Sect. 2-156-030 by any elected official with respect to this

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contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

D. Chicago Inspector

As required by § 2-56 of the Municipal Code, it is the duty of every Contractor, all subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, Contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor must abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform subcontractors of the provision and require understanding and compliance.

E. Governmental Ethics Ordinance

As required by § 2-156-120 of the Municipal Code, no payment, gratuity or offer of employment shall be made in connection with any city contract, by or on behalf of a subcontractor to the prime contractor or higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

F. False Statements

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

G. Americans with Disabilities Act

Contractor must perform all construction or alteration that Contractor undertakes in connection with this Contract in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including: Americans with Disabilities Act, P.L. 101-336 (1990) and the Uniform Federal Accessibility Standards ("UFAS") or the American with Disabilities Act ("ADA") and; the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1991), and the regulations promulgated with them. If the above cited standards are inconsistent, Contractor must comply with the standard providing greater accessibility.

H. MacBride Principles Ordinance

If the Contractor conducts any business operations in Northern Ireland, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Law 3220).

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I. Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4

During the Term of this Agreement, or during any period when an extension of this Agreement is being sought or negotiated, neither the Contractor nor any party with a beneficial interest or ownership interest in the Contractor of more than 7.5%, nor any subcontractor of the Contractor or any owner of a subcontractor with more than 7.5% interest in the subcontractor, nor any person with a familial or domestic relationship, including domestic partners, with any of the above may make themselves, may coerce or compel any employee to make or reimburse any employee for any amount, or otherwise participate in the solicitation of amounts contributed to the Mayor or to the Mayor's political fundraising committee.

Contractor's violation of Mayoral Executive Order No. 2011-4 constitutes an Event of Default for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity.

J. Licensing of General Contractors

Important: The failure to comply with the provisions of Chapter 4-36 of the Municipal Code ("Chapter 4-36") may result in ineligibility to bid, inability to perform (or continue) to work, imposition of substantial fines, and/or in the City's revoking the Bidder's "general contractor" license. Information about Chapter 4-36 and application forms are available on the City's website, www.cityofchicago.org. A copy of the entire ordinance is provided in Book 2 of this contract.

As stated elsewhere in the specification, the City reserves the right to reject any or all bids.

Bidder must be in compliance with the requirements of Chapter 4-36, in the appropriate license class commensurate with the size of this project, if the license is required for the scope of work, **at the time Bidder submits its bid** and, if it is awarded a contract, throughout the term of the contract.

Contractor's failure to be licensed as a "general contractor" at all times throughout the term of the contract, if the license is required for the scope of work, is an **event of default** under the Agreement and the City may exercise any and all rights and remedies permitted under the contract, at law, or in equity.

K. Buy America

Contractor must ensure that, to the extent applicable, Work provided under this Contract complies with any Buy America provisions of the federal government and/or any similar provisions of the State or City.

L. Steel Products

Unless otherwise provided in the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, steel products used or supplied in the performance of this contract or any subcontract to this contract must be manufactured or produced in the United States. Knowing violation of this law may result in the filing and prosecution of a complaint by the Attorney General of the

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State of Illinois and will subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.

M. Wastes

As required by § 11-4-1600(e) of the Municipal Code, violation of §§ 7-28-390 Dumping on public way; 7-28-440 Dumping on real estate without permit; 11-4-1410 Disposal in waters prohibited; 11-4-1420 Ballast tank, bilge tank or other discharge; 11-4-1450 Gas manufacturing residue; 11-4-1500 Treatment and disposal of solid or liquid waste; 11-4-1530 Compliance with rules and regulations required; 11-4-1550 Operational requirements; and 11-4-1560 Screening requirements by the Contractor or any subcontractor during the term of the Agreement, whether or not in the performance of the Agreement, constitutes an event of default. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of the Agreement, and may further affect Contractor's eligibility for future contract awards. The opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

N. Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

O. Equal Pay

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq., as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

P. 2014 Hiring Plan Prohibitions

1. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
2. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under

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this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

3. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
4. In the event of any communication to Contractor by a City employee or City official in violation of paragraph 2 above, or advocating a violation of paragraph 3 above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

Q. Contractor's liability – Safety barriers and lights

Whenever any work or improvement shall require the digging up, use, or occupancy of any public way or other public place in the city, substantial covenants requiring such Contractor to put up and maintain such barriers and lights during the night time as will effectually prevent the happening of any accident for which the City might be liable in consequence of such digging up, use, or occupancy of any public way or other public place, shall be inserted in the contract and also such other covenants and conditions as experience may prove necessary to save the City harmless from damages. The chief procurement officer shall also provide in such contract that the party contracting with the City shall be liable for all damages occasioned by the digging up, use, or occupancy of such public way or other public place, or which may result therefrom.

R. Electronic Mail Communication

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

S. Disclosure of Ownership Interest in Entities (Electronic Disclosure Statement)

The Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago regarding disclosure of ownership interest in entities.

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T. EDS Update Obligation

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

U. Wheel Tax (City Sticker)

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

V. Safety Enhancing Vehicle Equipment Contracting (MCC 2-92-597)

1. Definitions

For purposes of this section, the following definitions shall apply:

"Commissioner of 2FM " means the City's Commissioner of Fleet and Facility Management.

"Conventional cab" means a large vehicle configuration in which the driver is behind the front axle and the engine is in front of the axle under a discrete hood.

"Convex mirrors" means wide-angle mirrors that enable the operator of a large vehicle to see along the left and right sides of the vehicle by allowing a view of all points on an imaginary horizontal line which is: (i) three feet above the road; and (ii) one foot outside the plane defined by the outer face of the wheels.

"Crossover mirror" means a fender-mounted or hood-mounted mirror that enables the operator of a large vehicle with a conventional cab to see: (i) any person or object at least three feet tall passing one foot in front of the vehicle; and (ii) the area from the front bumper to where direct vision is possible.

"Large vehicle" means any motor vehicle with a gross vehicle weight rating exceeding 10,000 pounds, except an ambulance, fire apparatus, low-speed vehicle with maximum speed under 15 mph, or agricultural tractor.

"Lateral protective device" or "vehicle side guard" means an apparatus installed between the front and rear wheels of a large vehicle that is designed to prevent road users from falling underneath the vehicle.

"Subcontractor" means any person that enters into any tier subcontract to perform work on this Contract.

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"Volpe side guard standard" means the United States Department of Transportation's Volpe side guard standard published and referred to as US DOT Standard DOT-VNTSC-OSTR-16-05, as amended; or a functionally equivalent national vehicle side guard standard, as determined by the Commissioner of 2FM.

2. Safety Enhancing Requirements

Contractor and any Subcontractor must comply with MCC 2-92-597. Contractor and any Subcontractor must retrofit large vehicles used in the performance of the contract, in accordance with the Phase-In Period provided below, with:

- (A) Lateral protective devices. This requirement shall be considered satisfied if: (i) the vehicle is equipped with vehicle side guards in accordance with the requirements of the Volpe side guard standard; or (ii) the vehicle is so designed or equipped at the side that, by virtue of its shape and characteristics, its component parts can be regarded as replacing or functioning as vehicle side guards in accordance with the Volpe side guard standard; or (iii) the vehicle cannot be retrofitted with lateral protective devices as attested by the contractor or the subcontractor in a statement accompanied by certification from two manufacturers of such devices.
- (B) Left and right side convex mirrors; and
- (C) At least one crossover mirror on the passenger side.

3. Phase-In Period

Except when a Contractor or a Subcontractor is granted a waiver pursuant to MCC 2-92-597(g), the Safety Enhancing Requirements set forth above shall apply to:

- (A) one-fourth of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2018 but before July 1, 2019;
- (B) one-half of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2019 but before July 1, 2020;
- (C) three-fourths of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2020 but before July 1, 2021;
- (D) all of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2021.

4. Compliance

Contractor shall submit a written compliance plan to the Commissioner of 2FM with respect to compliance with MCC 2-92-597 within 14 days following the notice to proceed or the placing of the first order under the contract, as applicable.

Every twelve-month period following the notice to proceed or the placing of the first order under the contract, as applicable, or when requested by the Commissioner of 2FM, the

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contractor must submit to the Commissioner of 2FM, in a form and manner provided by the CPO, a report that includes the following:

- (A) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor;
- (B) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor that are retrofitted with safety enhancing equipment as required as specified above and MCC 2-92-597(b);
- (C) one or more photographs of each large vehicle used in the performance of the Contract by the Contractor and any Subcontractor that is retrofitted with required safety enhancing equipment as specified above and set forth in MCC 2-92-597(b). The photographs must show the large vehicle's license plate number with the safety enhancing equipment fitted on the vehicle; and
- (D) a certification that the Contractor and any Subcontractor in the contract have met the requirements MCC 2-92-597 and the terms of the contract specified pursuant to that section.

5. Time Extension and Annual Waiver Requests

Upon a written request, accompanied by a compliance plan, of a Contractor or Subcontractor of a Contract entered on or before December 31, 2018, the CPO, in consultation with the Department, may grant a time extension of not more than six months for compliance with the requirements of MCC 2-92-597 with regard to the Contract.

Contractor and any Subcontractors may apply to the CPO for an annual waiver from the requirements of MCC 2-92-597. See MCC 2-92-597(g).

6. Costs

All costs that the contractor or any subcontractor may incur to comply with contract requirements imposed pursuant to this section are incidental to the overall contract. No additional time or monies shall be granted to the contractor for compliance with these requirements.

7. Enforcement

The CPO or Commissioner is authorized to inspect or to have inspected any large vehicle used in the performance of this Contract in order to ensure compliance with Safety Enhancing Equipment requirements and MCC 2-92-597.

In addition to other remedies provided by law or specified in the Contract, any person who knowingly makes a false statement of material fact to any city agency with respect to compliance with any contract requirements specified pursuant to MCC 2-92-597 or rules promulgated thereunder shall be fined not less than \$1,000.00 nor more than \$5,000.00 for each such false statement. For purposes of MCC 2-92-597, a person knowingly makes a false statement of material fact when such person makes a false statement of material fact as provided in subsection (d) of Section 1-21-010.

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

For purposes of this section, "Sexual Harassment" is as defined in MCC 6-10-020. For the avoidance of doubt, Contractor will be considered an "Employer" as defined in MCC 6-10-020.

In accordance with MCC 2-92-612, Contractor must attest by affidavit that Contractor has a written policy, compliant with the requirements of MCC 6-10-040, prohibiting Sexual Harassment. The affidavit must be in a form acceptable to the Chief Procurement Officer. Contractor's affidavit is attached as the Exhibit titled "Sexual Harassment Policy Affidavit"

Contractor's failure to have a written policy prohibiting Sexual Harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of the MCC, or from availing itself of any other remedies under contract or law.

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

For purposes of this section, the following definitions shall apply:

"Contract" means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

- (1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment

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- (2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

Y. Deemed Inclusion

Provisions required by Applicable Law to be inserted in the Agreement are deemed inserted in the Agreement whether or not they appear in the Agreement or, upon application by either party, the Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Agreement is signed prevent its enforcement.

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XXII. STATUTORY ADJUSTMENTS TO THE BID

A. City-based Businesses (Chicago Business Preference)

For purposes of this section only, the following definitions shall apply:

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds all appropriate city licenses; and (iii) is subject to applicable city taxes. These taxes may include the City Wheel Tax as provided at Chapter 3-56 of the MCC.

"City residents," as defined in Section 2-92-330 of the MCC, means persons domiciled within the city.

"Contract" means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that the term "contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Prime Contractor" means a person who is a city-based business and the primary contractor on a contract. A "Prime Contractor" does not include any subcontractors.

"City resident employee" means an individual who resides in the City and who is employed by a prime contractor in a permanent, full-time employment and whose work is not counted towards the work hours required by Section 2-92-330.

"Socio-economically disadvantaged area" means an area within the City that meets the criteria for designation as a socio-economically disadvantaged area as set forth in rules promulgated by the City's Commissioner of Planning and Development pursuant to Section 2-92-390.

If these Bid Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of: (i) four percent of the contract base bid; or (ii) six percent of the contract base bid, if the majority of such prime contractor's employees are city resident employees; or (iii) eight percent of the contract base bid, if such prime contractor is eligible for an incentive under subsection (ii) and the majority of such contractor's city resident employees are residents of a socio-economically disadvantaged area, in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a Prime Contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated on the cover page of the Bid Documents.

If a City Based Business Preference is applied to a Bidder's Bid, the Local Goods Incentive pursuant to Section 2-92-410 of the MCC will not be applied to that same Bid.

Bidders desiring to take advantage of the City Based Business Preference must submit documentation with their Bid that Bidder is a City-Based Business.

B. Locally Manufactured Goods

For purposes of this section only, the following definitions shall apply:

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“City-based manufacturer” means a person who: (i) holds any appropriate city license; (ii) is subject to applicable city taxes; and (iii) owns, operates, or leases a manufacturing facility within the city.

“Contract for goods” means any contract, purchase order or agreement for the purchase of goods awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a “contract” does not include: (i) a delegate agency contract; (ii) a lease of real property; (iii) a collective bargaining agreement; or (iv) a construction contract as defined in Section 2-92-670.

“Locally manufactured goods” means goods whose value, either in whole or in part, is derived from growing, producing, processing, assembling, or manufacturing activities that occur within a city-based manufacturer's facility located within the city.

“Manufacture” means to produce tangible goods for use from raw or prepared materials by giving the materials new forms, qualities, properties or combinations, whether by hand-labor or machines.

If these Bid Documents pertain to a Contract for Goods having an estimated contract value of \$100,000 or more, the CPO may allocate a bid incentive ("Local Goods Incentive") in accordance with section 2-92-410 of the MCC. If the CPO has determined that a Local Goods Incentive will be allocated, it will be indicated on the cover page of the Bid Documents and shall consist of the following:

Total Dollar Value of Locally Manufactured Goods Provided in the Contract	Bid Incentive
25% to 49%	1% of the contract base bid
50% to 74%	1.5% of the contract base bid
75% or greater	2% of the contract base bid

Bidders desiring to take advantage of the Local Goods Incentive, if allocated, must submit documentation with their bid that the goods to be provided will be locally manufactured goods.

Upon completion of the work, any contractor that has failed to supply the required percentage of locally manufactured goods for which the Local Goods Incentive was allocated shall be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied under the contract, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to provide the required percentage of locally manufactured goods.

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C. Alternatively Powered Vehicles Bid Incentive

1. Definitions for Alternatively Powered Vehicles Bid Incentive

For purposes of this Section XXII.C only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

(i) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or

(ii) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or

(iii) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or

(iv) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the Municipal Code of Chicago.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the Municipal Code of Chicago.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the Municipal Code of Chicago.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

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"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions in the bid amount.

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a "vehicle" shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the Municipal Code of Chicago, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

2. Eligibility for Alternatively Powered Vehicles Bid Incentive

- a. Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded, the chief procurement officer may allocate a bid incentive of 1/2% of the contract base price to a qualified bidder when the qualified bidder is an eligible business. If the CPO has determined that an Alternatively Powered Vehicles Preference may be applied, it will be indicated on the cover page of the Bid Documents.
- b. The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the Job Order Price.
- c. For purposes of this section the total dollar value of a construction project contract includes both materials and labor.
- d. As a condition of being awarded the bid incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.
- e. The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all

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relevant records for a period of no less than seven years after final acceptance of the work.

f. A bidder desiring to receive an incentive pursuant to this section shall include with its bid submission the Affidavit of Eligible Business for Bid Incentive for Alternative Powered Vehicles, which affirms that the bidder satisfies all pertinent requirements as an eligible business.

g. Upon completion of the work, any eligible business that receives a bid preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the bid incentive awarded.

h. This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

D. Bid Incentives for Veteran-Owned Small Local Businesses and Eligible Joint Ventures

(1) Definitions

For purposes of this section only, the following definitions shall apply:

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Eligible joint venture" means an association of one or more small local business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Local business enterprise" means a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), which has the majority of its regular, full time work force located within the Six County Region.

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"Owned" means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

"Prime contractor" means a person who is the primary contractor on a contract.

"Small business enterprise" means: (i) for a construction business enterprise, a small business enterprise, as the term is defined in MCC 2-92-670; or (ii) for a non-construction business enterprise, a business enterprise which is not an established business, as the term is defined in MCC 2-92-640.

"Small local business enterprise" ("SBE") means a local business enterprise which is also a small business enterprise.

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; and (2) has been: (i) certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) certified by the County of Cook as a veteran business enterprise; (iii) certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business.

"Veteran-owned small local business" ("VBE") means a business that is both a veteran-owned business enterprise and a small local business enterprise, and which has been certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930.

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

(2) Bid Incentive

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 5% of the contract base price, in accordance with section 2-92-950 of the MCC, to any qualified bidder that is a veteran-owned small local business or an eligible joint venture.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture. Bidders should consult the DPS regulations regarding this incentive and be prepared to comply with the self-performance requirements, which in some circumstances affect the calculation of MBE

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and WBE participation toward contract goals when a small business enterprise involved in receiving this incentive is also a certified MBE or WBE.

As a condition of being awarded the bid incentive, the veteran-owned small local business or eligible joint venture shall continue to meet the definition of a veteran-owned small local business or an eligible joint venture. If a contract is awarded to the veteran-owned small local business or eligible joint venture, upon completion of the work, any veteran-owned small local business or eligible joint venture that receives a bid preference but fails to meet the definition of a veteran-owned small local business or eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

E. Bid Incentive for Utilization of Veteran-Owned Subcontractors

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Construction project" means any project to be paid for by the city, but which is not funded in whole or part by any federal or state funds, to construct, remodel or reconstruct any public works, public buildings, public structures, roadways, parkways, bridges, parking facilities or parks, or any portion of any of the same, belonging to the city within its geographical boundaries as they exist or shall exist in the future.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Prime contractor" means a person who is the primary contractor on a contract.

"Veteran-owned subcontractor" means a subcontractor that: (i) is a veteran-owned small local business, as the term is defined in MCC Section 2-92-920; (ii) holds all appropriate city licenses; and (iii) is subject to applicable city taxes; provided that a veteran-owned subcontractor shall not include the prime contractor.

Pursuant to MCC Section 2-92-940, unless otherwise prohibited by any federal, state or local law, the CPO shall allocate to any qualified bidder on any construction project the following bid incentive for utilization of veteran-owned subcontractors in the performance of the contract.

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Total Dollar Value of Work Performed by Veteran-Owned Subcontractors as a Percentage of the Total Contract Value	Bid Incentive
1 to 16%	0.5% of the contract base bid
17 to 32%	1% of the contract base bid
33 to 49%	1.5% of the contract base bid
50% or greater	2% of the contract base bid

If a veteran-owned subcontractor subcontracts part of the work to another contractor, only the value of work performed by the veteran-owned subcontractor's employees shall count towards the bid incentive, unless the sub-subcontractor is a veteran-owned subcontractor.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

A contractor shall not be eligible to receive in one contract bid, the bid incentive allocated pursuant to this Section 2-92-940 and that allocated pursuant to Section 2-92-410 (bid incentive for certain city-based manufacturers). This bid incentive may not be combined with any other procurement set-aside benefit for a veteran-owned business enterprise under the MCC.

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

The prime contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the prime contractor's records shall be granted to the CPO, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The prime contractor and subcontractors shall maintain all relevant records for at least three years after the expiration of the contract.

The CPO may require, at the time of submission of a bid or at any time during the term of the contract, that the bidder or veteran-owned subcontractor submit an affidavit and other supporting documents demonstrating that a subcontractor is a veteran-owned subcontractor.

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Upon completion of the work, any prime contractor that has failed to retain the percentage of veteran-owned subcontracts for which a bid incentive was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of veteran-owned subcontractors throughout the duration of the contract period.

F. Graduates of Chicago Schools Apprentice Utilization (Section 2-92-335 Of The Chicago Municipal Code)

(a) For purposes of this section the following definitions apply:

"Apprentice" means any person who (1) is sponsored into an apprenticeship training program by a contractor that is authorized by a union to sponsor apprentices; and (2) has graduated from a Chicago Public Schools high school or is enrolled in, or has graduated from, a construction technology training program administered by the City Colleges of Chicago. The union's apprenticeship training program must be registered with the United States Department of Labor, or approved or recognized by the State of Illinois.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid construction project.

"Construction project" means any project to be paid for by-D.P.S., but which is not funded in whole or part by any federal funds, to construct, remodel or reconstruct any public works, public buildings, public structures, roadways, parkways, bridges, parking facilities or parks, or any portion of any of the same, belonging to the City within its geographical boundaries as they exist or shall exist in the future.

"Contract base bid" means the total dollar amount a contractor bids on a construction project without factoring any bid incentive or percentage reductions to the bid amount.

"Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a construction project in which the contractor met or exceeded his or her goals for the utilization of apprentices in performance of the total labor hours performed under the contract.

"Earned credit certificate" means a certificate issued by the chief procurement officer evidencing the amount of earned credit a contractor has been awarded.

"Labor hours" means the total hours of workers receiving an hourly wage who are directly employed at the work site. "Labor hours" shall include hours performed by workers employed by the contractor and all subcontractors working at the work site.

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"Labor hours" shall not include hours worked by non-working foremen, superintendents, owners and workers who are not subject to prevailing wage requirements.

(b) (1) For any construction project advertised having an estimated contract value of \$100,000.00 or more, and where not otherwise prohibited by federal, state or local law, the chief procurement officer shall allocate to any qualified bidder the following bid incentive for utilization of apprentices in performance of the total labor hours performed under contract.

Percentage of Total Labor Hours Performed By Apprentices	Bid Incentive
5 to 10%	1/2% of bid price
11 to 15%	1% of bid price

The bid incentive shall be calculated and applied in accordance with subsection (b)(2). The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

(2) As part of the contract close-out procedure, if the chief procurement officer determines that the contractor has successfully met its apprentice utilization goals, the chief procurement officer shall issue an earned credit certificate that evidences the amount of earned credits allocated to the contractor. The contractor may apply the earned credits as the bid incentive for any future construction project contract bid of equal or greater dollar value.

The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The contractor may apply the earned credit certificate on multiple future construction project contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one construction project contract award. If the contractor applies the earned credit certificate on multiple construction project bids and is the lowest responsive and responsible bidder on more than one construction project bid, the earned credit certificate shall be applied to the construction project first to be advertised by D.P.S., or if multiple construction project bids were advertised on the same date, the earned credit certificate shall be applied only to the construction project with the greatest dollar value.

(c) The contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer, or the commissioner of the supervising department.

Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, or any duly

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authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

(d) The chief procurement officer is authorized to adopt, promulgate and enforce reasonable rules pertaining to the administration and enforcement of this section.

G. Returning Resident Apprentice Utilization (Section 2-92-336 of the Chicago Municipal Code)

(a) For purposes of this section the following definitions apply:

“Apprentice” means any person who is: (1) sponsored into an apprenticeship training program by a contractor that is authorized by a union to sponsor apprentices; (2) participating in a workforce development program of a delegate agency that receives funding from the Department Of Family and Support Services; and (3) a Returning Resident. The union's apprenticeship training program must be registered with the United States Department of Labor, or approved or recognized by the State of Illinois. For purposes of this definition, “participating in” means the duration of the pertinent contract or one year, whichever is less.

“Bid incentive” means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid construction project.

“Construction project” means any project to be paid for by the City, but which is not funded in whole or part by any federal or state funds, to construct, remodel or reconstruct any public works, public buildings, public structures, roadways, parkways, bridges, parking facilities or parks, or any portion of any of the same, belonging to the City within its geographical boundaries as they exist or shall exist in the future.

“Contract base bid” means the total dollar amount a contractor bids on a construction project without factoring any bid incentive or percentage reductions to the bid amount.

“Earned credit” means the amount of the bid incentive allocated to a contractor upon completion of a construction project in which the contractor met or exceeded his or her goals for the utilization of apprentices in performance of the total labor hours performed under the contract.

“Earned credit certificate” means a certificate issued by the chief procurement officer evidencing the amount of earned credit a contractor has been awarded.

“Labor hours” means the total hours of workers receiving an hourly wage who are directly employed at the work site. “Labor hours” shall include hours performed by workers employed by the contractor and all subcontractors working at the work site. “Labor hours” shall not include hours worked by non-working foremen, superintendents, owners and workers who are not subject to prevailing wage requirements.

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“Returning Resident” means a resident of the City of Chicago who has been convicted of an imprisonable offense under a federal, state, or local law.

(b)(1) For any construction project advertised after the effective date of this section having an estimated contract value of \$100,000.00 or more, and where not otherwise prohibited by federal, state or local law, the chief procurement officer shall allocate to any qualified bidder the following bid incentive for utilization of apprentices in performance of the total labor hours performed under the contract.

(2) The Chief Procurement Officer is authorized to limit or preclude the use of apprentices for a particular contract if she determines, following consultation with the Commissioner of Family and Support Services, that the nature of the underlying offense raises concerns of suitability for that contract.

Percentage of Total Labor Hours Performed By Returning Resident Apprentices	Bid Incentive
5 to 10%	1/2% of bid price
11 to 15%	1% of bid price

The bid incentive shall be calculated and applied in accordance with subsection (c)(2). The bid incentive does not affect the contract price and is used only to calculate an amount to be used in evaluating the bid.

(c)(1) For all construction projects advertised after the effective date of this section, the chief procurement officer shall include the bid incentive provision in all such advertisements, unless the limitation or preclusion of subsection (b)(2) applies.

(2) As part of the contract close-out procedure, if the chief procurement officer determines that the contractor has successfully met its apprentice utilization goals, the chief procurement officer shall issue an earned credit certificate that evidences the amount of earned credits allocated to the contractor. The contractor may apply the earned credits as the bid incentive for any future construction project contract bid of equal or greater dollar value.

The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The contractor may apply the earned credit certificate on multiple future construction project contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one construction project

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contract award. If the contractor applies the earned credit certificate on multiple construction project bids and is the lowest responsive and responsible bidder on more than one construction project bid, the earned credit certificate shall be applied to the construction project first to be advertised by D.P.S., or if multiple construction project bids were advertised on the same date, the earned credit certificate shall be applied only to the construction project with the greatest dollar value.

(d) The contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer, or the commissioner of the supervising department.

Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for at least three years after final acceptance of the work.

(e) The chief procurement officer is authorized to adopt, promulgate and enforce rules pertaining to the administration and enforcement of this section.

H. Mentoring Program Bid Preference (Section 2-92-535 of the Chicago Municipal Code)

For purposes of this section only, the following definitions shall apply:

"Mentoring agreement" means a written mentor-protégé agreement approved by the CPO with MBEs and WBEs to develop their capacity in becoming self-sufficient, competitive and profitable business enterprises, as defined in Section 2-92-535.

"Subcontractor-to-subcontractor mentoring agreement" means a subcontractor's written mentor-protégé agreement approved by the CPO to develop the capacity of MBE or WBE subcontractors, as defined in Section 2-92-535.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 1% of the contract base price, in accordance with Section 2-92-535 of the MCC, to any prime contractor that has entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture at the time of bid submission and at any time during the term of the Contract, as requested by the CPO.

As a condition of being awarded the bid preference, the Contractor shall maintain records adequate to monitor compliance with MCC Section 2-92-535 and shall submit such reports as required by the CPO. Full access to the Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly

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authorized representative thereof. The Contractor and subcontractors shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

Upon completion of the work, any Contractor that has failed to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which a bid preference was taken into consideration in awarding of a contract, shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the Contract period.

I. Commitment Regarding Business Enterprises Owned By People With Disabilities (BEPD)

(a) Policy and Terms. It is the policy of the City that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with MCC 2-92-337 et seq., *Regulations Governing Certification of Business Enterprises owned by People with Disabilities*, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Contract. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

(b) Definitions.

For purposes of this section only, the following definitions apply:

(1) "Business Enterprises owned or operated by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.

(2) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

(3) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

(c) Commitments. Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

% of total dollar contract amount performed by BEPD	Bid incentive
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2 to 5%	1% of the contract base bid
6 to 9%	2% of the contract base bid
10 to 13%	3% of the contract base bid
14% or more	4% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

Upon completion of the work, any Contractor that has failed to retain the percentage of BEPD subcontractors for which a bid incentive was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid incentive allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to retain the percentage of BEPD participants throughout the duration of the contract period.\

- (d) Records and Reports.** The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

J. Commitment to Encourage Diverse Workforce and Management (2-92-407 of the Municipal Code of Chicago)

For purposes of this section only, the following definitions shall apply:

"Contract" means the contract, purchase order or agreement awarded by the City and whose cost is to be paid from funds belonging to or administered by the City; provided that the term "Contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Diverse" means any of the following racial or ethnic groups:

African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);

Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race);

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Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

Other groups, or other individuals, found by the board to be socially and economically disadvantaged and to have suffered actual racial, ethnic or gender discrimination and decreased opportunities to compete in Chicago area markets or to do business with the City.

“Prime Contractor” means the Contractor and does not include any subcontractors, except that for the purposes of determining a joint venture Prime Contractor’s Workforce, the Workforce of joint venture members may be considered under certain circumstances as described in DPS’s rules regarding this incentive. Those rules can be found on DPS’s website.

“Management” means business owners, partners and any others who have a fiduciary duty to the business.

“Workforce” means all who are employed by Contractor in a permanent, full-time employment capacity.

Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded by competitive bid, the CPO shall allocate to any qualifying bidder the following bid incentive for diverse management and diverse workforce:

Total % Of Contractor Management That Is Diverse	Bid Incentive
10% To 20%	0.5% Of The Contract Base Bid
Greater Than 20% Up To 40%	2% Of The Contract Base Bid
Greater Than 40%	4% Of The Contract Base Bid
Total % Of Contractor Workforce That Is Diverse	Bid Incentive
10% To 20%	2% Of The Contract Base Bid
Greater Than 20% Up To 40%	4% Of The Contract Base Bid
Greater Than 40%	6% Of The Contract Base Bid

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A Prime Contractor may qualify for and apply both the diverse management and diverse workforce bid incentives.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the Contract price.

The Prime Contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the Prime Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Prime Contractor shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

The CPO may require, at the time of submission of a bid or at any time during the term of the Contract, that the bidder or Prime Contractor submit an affidavit and other supporting documents demonstrating that the bidder or Prime Contractor is eligible for the diverse management and/or diverse workforce bid incentives.

Upon completion of the work, any Prime Contractor that has failed to retain the percentage of diverse management and/or diverse workforce for which a bid incentive was taken into consideration in awarding of a contract shall be fined in an amount equal to three times the amount of the bid incentive allocated, unless the Prime Contractor can demonstrate that due to circumstances beyond the Prime Contractor's control, the Prime Contractor for good cause was unable to retain the percentage of diverse management and/or diverse workforce throughout the duration of the Contract period.

XXIII. MISCELLANEOUS

A. Counterparts

This Contract is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

B. Modifications

No changes, modifications, cancellation, or discharge of this Contract, or any part of it, is valid unless in writing and signed by the parties to it, or their respective successors and assigns.

C. No Waiver of Legal Rights

1. The City will not be precluded or estopped from showing the true amount and character of the Work performed and materials furnished by you, or from showing that any measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The City will not be precluded or estopped from recovering from you and your sureties such damages as the City may sustain by reason of your failure to comply with the terms of the Contract.

2. Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City, will operate as a waiver by the City of any portion of the Contract, or of any power reserved in it or any right of the City to damages provided in it. A waiver of any breach of the Contract does not constitute a waiver of any other or subsequent breach.
3. Miscellaneous Provisions: Whenever under this Contract, the City by a proper authority waives your performance in any respect or waives a requirement or condition to either the City's or your performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver may be construed as a modification of this Contract regardless of the number of times the City may have waived the performance, requirement, or condition.

D. Governing Law

This Contract is governed in accordance with the laws of the State of Illinois without regard to choice of law principles. You irrevocably submit, and will cause your Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. You consent to service of process on you, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by you, or by personal delivery on any of your officers, directors, or managing or general agents.

E. Consent to Service of Process and Jurisdiction

All judicial proceedings brought against you with respect to this Contract may be brought in (i) any court of the State of Illinois of competent jurisdiction; and (ii) any Federal court of competent jurisdiction located within the boundaries of the Federal court district of the Northern District of Illinois, and by execution and delivery of this Contract, you accept, for yourself and in connection with your properties, generally and unconditionally, the exclusive jurisdiction of those courts, and irrevocably agree to be bound by any final judgment rendered by them from which no appeal has been taken or is available. You designate and appoint the representative identified on the signature page to this Contract under the heading "Designation of Agent for Service Process" as your agent in Chicago, Illinois to receive on your behalf service of all process in any such proceedings in the court (which representative must be available to receive the service at all times), the service being acknowledged by the representative to effective and binding service in every respect. The agent may be changed only upon the giving of written notice by you to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago and is retained or employed by you. You irrevocably waive any objection (including any objection of the laying of venue or based on the grounds of *forum non conveniens*) which you may now or later have to bring any action or proceeding with respect to this Contract in the jurisdiction set forth above. Nothing in this section affects the right to serve process in any other manner permitted by law or limits the right of the City to bring proceedings against you in the courts of any other jurisdiction.

F. Contractor Cooperation

You must act in good faith in the performance of this Contract and co-operate with the City and any other City contractors at the site to assure timely completion of the Work. You must implement such measures as may be necessary to ensure that your staff and your Subcontractors are bound by the provisions of this Contract.

G. Joint and Several Liability

If you, or your successors or assigns, if any, are comprised of more than one individual or other legal entity (or a combination of them), then each and every obligation or undertaking stated in this

Contract that you are to fulfill or perform is the joint and several obligation or undertaking of each such individual or other legal entity.

H. No Third Party Beneficiaries

Except as may otherwise be provided in this Contract, this Contract is solely for the benefit of the parties and nothing in this Contract is intended to create any third party beneficiary rights for Subcontractors or other third parties.

I. Notices

Notices, unless expressly provided for otherwise in this Contract, must be in writing and must be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

1. If to the City: Commissioner, (Addresses of Department set forth in Book Two)
2. With Copies to: The Chief Procurement Officer, City Hall, 121 North LaSalle, Room 403, Chicago, IL 60602;
3. If to you: The address identified on your Proposal; and
4. With Copies to: Your bonding company.

Notices delivered by mail are deemed effective three days after mailing in accordance with this Section. Notices delivered personally are deemed effective upon receipt. Refusal to accept notice has the same effect as if notice were delivered. The addresses stated in this Contract may be revised without need for modification or amendment of this Contract, as long as written notification is given in accordance with this Section.

J. Authority

1. Contractor: Your execution of this Contract is authorized and signature(s) of each person signing on your behalf has been made with complete and full authority to commit you to all terms and conditions of this Contract, including every representation, certification, and warranty contained in it, attached to it and collectively incorporated by reference in it, or that may be required by the terms and conditions of this Contract. If other than a sole proprietorship, you must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entities rules and procedures.
2. Consents and Approvals: Unless otherwise expressly stated in this Contract, any consents and approvals to be given by the City are made by the Commissioner.

K. Software License Agreements

The City reserves the right to negotiate software license agreements directly with the software supplier.

XXIV. SPECIAL CONDITIONS REGARDING MINORITY OWNED BUSINESS ENTERPRISE COMMITMENT, WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT, AND VETERAN OWNED BUSINESS ENTERPRISE COMMITMENT IN CONSTRUCTION CONTRACTS

I. Policy and Terms

As set forth in 2-92-650 *et seq.* of the Municipal Code of Chicago (MCC) it is the policy of the City of Chicago that businesses certified as Minority-owned Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in accordance with Section 2-92-420 *et seq.* of the MCC and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this contract. Therefore, bidders shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Under the City's MBE/WBE Construction Program as set forth in MCC 2-92-650 *et seq.*, the program-wide aspirational goals are 26% Minority Owned Business Enterprise participation and 6% Women Owned Business Enterprise participation.

Pursuant to Section 2-92-955 of the Municipal Code of Chicago, the Chief Procurement Officer is authorized to establish a contract-specific participation goal to veteran-owned business enterprises (VBEs), as defined in Section 2-92-920 of the Municipal Code of Chicago, if the contract has an estimated value in excess of \$10,000, and there are least three VBEs in each of one or more areas of specialty germane to the contract, and the contract-specific goal is not more than 3% of the contract's value.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

As provided in Section 2-92-720(e), Diversity Credit Program credits awarded by the City's affirmative action advisory board may also be applied to the contract specific goals.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

Contract Specific Goals and Bids

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its good faith efforts to meet the Contract Specific Goals by reaching out to MBEs, WBEs, and VBEs to perform work on the contract:

- A. An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals (Schedule D);
- B. A VBE compliance plan demonstrating how the bidder plans to meet the VBE Contract Specific Goals (Schedule D-V); and/or
- C. Documentation of Good Faith Efforts (Schedule H).

If a bidder's compliance plan falls short of the Contract Specific Goals, the bidder must include either a Schedule H demonstrating that it has made Good Faith Efforts to find MBE, WBE, and VBE firms to participate or a request for a reduction or waiver of the goals.

Accordingly, the bidder or contractor commits to make good faith efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded the contract:

MBE Contract Specific Goal: [SEE BOOK 2]

WBE Contract Specific Goal: [SEE BOOK 2]

VBE Contract Specific Goal: [SEE BOOK 2]

This Contract Specific Goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the bidder's responsiveness, the MBE, WBE, and VBE Contract Specific Goals shall be percentages of the bidder's total base bid. However, the MBE, WBE, and VBE Contract Specific Goals shall apply to the total value of this contract, including all amendments and modifications.

Contract Specific Goals and Contract Modifications

1. The MBE, WBE, and VBE Contract Specific Goals established at the time of contract bid shall also apply to any modifications to the Contract after award. That is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with MBEs, WBEs, and VBEs to meet the Contract Specific Goals.
 - a. Contractor must assist the Construction Manager or user Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for MBE, WBE, or VBE participation and at what rates.
 - b. Contractor must produce a statement listing the MBEs/WBEs/VBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no MBE/WBE/VBE participation is available, an explanation of good faith efforts to obtain participation must be included.
2. The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of MBEs or WBEs already involved in the Contract.

II. Definitions

“Area of Specialty” means the description of a MBE’s, WBE’s, or VBE’s activity that has been determined by the Chief Procurement Officer to be most reflective of the firm’s claimed specialty or expertise. Each MBE, WBE, and VBE letter of certification contains a description of the firm’s Area of Specialty. Credit toward the Contract Specific Goals shall be limited to the participation of firms performing within their Area of Specialty. The Department of Procurement Services does not make any representation concerning the ability of any MBE, WBE, or VBE to perform work within its Area of Specialty. It is the responsibility of the bidder or contractor to determine the capability and capacity of MBEs, WBEs, and VBEs to perform the work proposed.

“Broker” means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

“Chief Procurement Officer” or “CPO” means the chief procurement officer of the City of Chicago or his or her designee.

“Commercially Useful Function” means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

“Construction Contract” means a contract, purchase order or agreement (other than lease of real property) for the construction, repair, or improvement of any building, bridge, roadway, sidewalk, alley, railroad or other structure or infrastructure, awarded by any officer or agency of the City, other than the City Council, and whose cost is to be paid from City funds.

“Contract Specific Goals” means the subcontracting goals for MBE, WBE, and VBE participation established for a particular contract.

“Contracting Equity Officer” means the Contracting Equity Officer of the Office of Contracting Equity.

“Contractor” means any person or business entity that has entered into a construction contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

“Directory” means the Directory of Certified Firms maintained and published by the Chief Procurement Officer. The Directory identifies firms that have been certified as MBEs, WBEs, and VBEs, and includes the date of their last certifications and the areas of specialty in which they have been certified. Bidders and contractors are responsible for verifying the current certification status of all proposed MBE, WBE, and VBE firms.

“Good Faith Efforts” means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program’s requirements.

“Joint venture” means an association of a MBE, WBE, or VBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE, WBE, or VBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement"), or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

“Minority-owned Business Enterprise” or “MBE” means a firm awarded certification as a small, local minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as an MBE by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

“Supplier” or “Distributor” refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

“Veteran-owned Business Enterprise” or “VBE” means a firm awarded certification as a veteran-owned business enterprise in accordance with the City ordinances and Regulations. It does not mean a firm that has been found to be ineligible or which has been decertified by the City.

“Women Business Enterprise” or “WBE” means a firm awarded certification as a small, local women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a WBE by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

III. Joint Ventures

The formation of joint ventures to provide MBEs, WBEs, and VBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture for MBE or WBE credit may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an

MBE or WBE. A joint venture for VBE credit may consist of any combination of VBEs and non-certified firms as long as one member is a VBE.

A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

1. The MBE, WBE, or VBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
2. The MBE, WBE, or VBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
3. Each joint venture partner executes the bid to the City; and
4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) or VBE credit for work performed by VBE joint venture partners equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE, WBE, or VBE partner) perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE, WBE, or VBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs, WBEs, and VBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

C. Schedule B: MBE/WBE/VBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any MBE, WBE, or VBE as a joint venture partner, the bidder must submit with its bid the appropriate Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE, WBE, or VBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's, WBE's, or

VBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
2. Work items to be performed by the MBE's, WBE's, or VBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
3. Work items to be performed under the supervision of the MBE, WBE, or VBE joint venture partner; and
4. The MBE's, WBE's, or VBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE, WBE, or VBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE, WBE, or VBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

IV. Counting MBE, WBE, and VBE Participation Towards the Contract Specific Goals

Refer to this section when preparing the MBE/WBE and VBE compliance plans and completing Schedule D-1 and D-V for guidance on what value of the participation by MBEs, WBEs, and VBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom an MBE, WBE, or VBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE, MBE and VBE, WBE and VBE, or any combination thereof may only be listed on a bidder's compliance plan as either a MBE, WBE, or a VBE to demonstrate compliance with the Contract Specific Goals. For example, a firm certified as both a MBE, or a WBE, or a VBE may only listed on the bidder's compliance plan under one of the categories, but not both or all three. Additionally, if a firm that is certified as both a MBE and a WBE, MBE and VBE, WBE and VBE or any combination thereof could not self-perform 100% of a contract, it would have to show good faith efforts to meet the Contract Specific Goals by including in its compliance plan work to be performed by another MBE, WBE, or VBE firm, depending on which certification that dual-certified firm chooses to count itself as.

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.

1. The Chief Procurement Officer will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 2. A MBE, WBE, or VBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE, WBE, or VBE participation. The Chief Procurement Officer may examine similar commercial transactions, particularly those in which MBEs, WBEs, or VBEs do not participate, to determine whether non-MBE, non-WBE, and non-VBE firms perform the same function in the marketplace to make a determination.
- B. Only the value of the dollars paid to the MBE, WBE, or VBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.

Only payments made to MBE, WBE, and VBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- C. If the MBE, WBE, or VBE performs the work itself:
1. 100% of the value of work actually performed by the MBE's, WBE's, or VBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies purchased or equipment leased by the MBE, WBE, or VBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces. 0% of the value of work at the project site that a MBE, WBE, or VBE subcontracts to a non-certified firm counts toward the Contract Specific Goals
- D. If the MBE, WBE, or VBE is a manufacturer:
1. 100% of expenditures to an MBE, WBE, or VBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- E. If the MBE, WBE, or VBE is a distributor or supplier:
1. 60% of expenditures for materials and supplies purchased from an MBE, WBE, or VBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- F. If the MBE, WBE, or VBE is a broker:
1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.

2. As defined above, Brokers provide no commercially useful function.
- G. If the MBE, WBE, or VBE is a member of the joint venture contractor/bidder:
1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE, WBE, or VBE performs with its own forces toward the Contract Specific Goals.
 - i. OR if employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE, WBE, or VBE firm's percentage of participation in the joint venture as described in Schedule B.
 2. Note: a joint venture may also count the dollar value of work subcontracted to other MBEs, WBEs, and VBEs, however, work subcontracted out to non-certified firms may not be counted.
- H. If the MBE, WBE, or VBE subcontracts out any of its work:
1. 100% of the value of the work subcontracted to other MBEs, WBEs, or VBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 2. 0% of the value of work that a MBE, WBE, or VBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces as allowed by C.1. above).
 3. The fees or commissions charged by an MBE, WBE, or VBE for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 4. The fees charged for delivery of materials and supplies required on a job site by an MBE, WBE, or VBE (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, may be counted toward the Contract Specific Goals, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 5. The fees or commissions charged by an MBE, WBE, or VBE for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. Procedure to Determine Bid Compliance

The following Schedules and requirements govern the bidder's or contractor's MBE/WBE and VBE Proposal and must be submitted in accordance with the guidelines stated:

A. Schedule B: MBE/WBE/VBE Affidavit of Joint Venture

1. Where the bidder's Compliance Plan includes the participation of any MBE, WBE, or VBE as a joint venture partner, the bidder must submit with its bid the appropriate Schedule B and the proposed joint venture agreement. See Section III above for detailed requirements.

B. Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor or Supplier

The bidder must submit the appropriate Schedule C with the bid for each MBE and WBE included on the Schedule D. Suppliers must submit the Schedule C for Suppliers, first tier subcontractors must submit a Schedule C for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C for second tier Subcontractors. Each Schedule C must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D within five (5) business days after the date of the bid opening.

C. Schedule D: Compliance Plan Regarding MBE and WBE Utilization

The bidder must submit a Schedule D with the bid. An approved Compliance Plan is required before a contract may commence.

The Compliance Plan must commit to the utilization of each listed MBE and WBE. The bidder is responsible for calculating the dollar equivalent of the MBE and WBE Contract Specific Goals as percentages of the total base bid. All Compliance Plan commitments must conform to the Schedule Cs.

A bidder or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial, documented justification is provided, the bidder or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the bidder or contractor and the MBE or WBE

prior to the submission of the Compliance Plan. If a proposed MBE or WBE ceases to be available after submission of the Compliance Plan, the bidder or contractor must comply with the provisions in Section VII.

D. Letters of Certification

A copy of each proposed MBE's and WBE's Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid. Letters of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of work as detailed in the Schedule C must conform to its area(s) of specialty. Where a MBE or WBE is proposed to perform work not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the bid opening.

E. The following Schedules and described documents constitute the bidder's VBE proposal, and must be submitted in accordance with the guidelines stated:

(1) Schedule C-V: Letter of Intent from VBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-V with the bid for each VBE included on the Schedule D-V. Suppliers must submit the Schedule C-V for Suppliers, first tier subcontractors must submit a Schedule C-V for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-V for second tier Subcontractors. Each Schedule C-V must be executed by each VBE and accurately detail the work to be performed by the VBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the VBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the VBE in its Area of Specialty. If a facsimile copy of the Schedule C-V has been submitted with the bid, an executed original Schedule C-V must be submitted by the bidder for each VBE included on the Schedule D-V within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-V in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed VBE firm's current VBE Letter of Certification from 1) the City certifying the firm as a VBE , 2) Cook County certifying the firm as a VBE, 3) the State of Illinois certifying the firm as a qualified service-disabled veteran-owned small business or qualified veteran-owned small business pursuant to 30 ILCS 500/45-57 or 4) the United State Department of Veterans Affairs approving the firm as a service-disabled veteran-owned small business or veteran-owned small business must be submitted with the bid/proposal. All VBE Letters of Certification issued by the City of Chicago include a statement of the VBE firm's Area of Specialty. The VBE firm's scope of work, as detailed by their Schedule C-V, must conform to their stated Area of Specialty. Letters of

Certification for VBEs that the City has found to be ineligible or decertified will not be accepted.

- (3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

If the bidder's VBE proposal includes the participation of a VBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Article III, "Joint Ventures," above. In order to demonstrate the VBE partner'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) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the VBE; and (3) the commitment of management, supervisory and operative personnel employed by the VBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

- (4) Schedule D-V: Required Schedules Regarding VBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-V committing them to the utilization of each listed VBE firm. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the VBE commitment in accordance with the provisions herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each VBE firm included on their Schedule D-V. The total dollar commitment to proposed VBEs must at least equal the VBE goal. Bidders are responsible for calculating the dollar equivalent of the VBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-V must conform to those presented in the submitted Schedule C-V. If Schedule C-V is submitted after the opening, the bidder may submit a revised Schedule D-V (executed and notarized to conform with the Schedules C-V). Bidders shall not be permitted to add VBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional VBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, as determined by the Chief Procurement Officer in her sole discretion, bidders will not be allowed to reduce the dollar commitment made to any VBE in order to achieve conformity between the Schedules C-V and D-V.

All commitments for joint venture agreements must be delineated in the Schedule B.

F. Schedule F: Report of Subcontractor Solicitations

A Schedule F must be submitted with the bid, documenting all subcontractors and suppliers solicited for participation on the contract by the bidder. Failure to submit the Schedule F may render the bid non-responsive.

G. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of its Schedule H.
 2. If the bidder submits a Compliance Plan indicating that the bidder will meet the Contract Specific Goals, and, after review of the bidder's Compliance plan, the City determines that the bidder has not met the Contract Specific Goals, in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.
 3. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs, WBEs, and VBEs;
 - b. A listing of all MBEs, WBEs, and VBEs contacted for the bid solicitation that includes:
 - i. Names, addresses, emails and telephone numbers of firms solicited;
 - ii. Date and time of contact;
 - iii. Person contacted;
 - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
 - c. Evidence of contact, including:
 - i. Project identification and location;
 - ii. Classification/commodity of work items for which quotations were sought;
 - iii. Date, item, and location for acceptance of subcontractor bids;
 - iv. Detailed statements summarizing direct negotiations with appropriate MBEs, WBEs, and VBEs for specific portions of the work and indicating why agreements were not reached.
 - v. Bids received from all subcontractors.
 - d. Documentation of bidder or contractor contacts with at least one of the Assist Agencies. The current list of Assist Agencies can be found on the DPS website.
- H. Agreements between a bidder or contractor and an MBE, WBE, or VBE in which the MBE, WBE, or VBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.

- I. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE, WBE, or VBE. Failure to cooperate may render the bid non-responsive.
- J. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- K. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan, and provide copies of each subcontract agreement or purchase order to the Department of Procurement Services upon request.
- L. Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

VI. Demonstration of Good Faith Efforts

- A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- B. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:
 - 1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate MBE/WBE/VBE firms certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. Bidder must solicit MBEs, WBEs, and VBEs no later than seven days before the date bids are due in order to count the solicitation as part of its good faith efforts showing. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs, WBEs, or VBEs.
 - 2. Advertise the contract opportunities in media and other venues oriented toward MBEs, WBEs, and VBEs.
 - 3. Provide interested MBEs, WBEs, or VBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - 4. Negotiate in good faith with interested MBEs, WBEs, or VBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs, WBEs, and VBEs is not a sufficient reason for a bidder's

failure to meet the Contract Specific Goals, as long as such costs are reasonable.

5. Not reject MBEs, WBEs, or VBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's, WBE's, or VBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.
 6. Make a portion of the work available to MBE, WBE, or VBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE, WBE, or VBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.
 7. Provide subcontracting opportunities for MBEs, WBEs, and VBEs, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
 8. Select portions of the work to be performed by MBEs, WBEs, or VBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE, WBE, or VBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.
 9. Make efforts to assist interested MBEs, WBEs, or VBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.
 10. Make efforts to assist interested MBEs, WBEs, or VBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
 11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs, WBEs, or VBEs.
- C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

VII. Changes to Compliance Plan

- A. No changes to the Compliance Plan or contractual MBE, WBE, and VBE commitments or substitution of MBE, WBE, or VBE subcontractors may be made without the prior written approval of the Chief Procurement Officer. Unauthorized changes or substitutions, including performing the work designated for an MBE, WBE, or VBE subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE, WBE, or VBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- B. Substitutions of a MBE, WBE, or VBE subcontractor shall be permitted only on the following basis:
 - 1. Unavailability after receipt of reasonable notice to proceed;
 - 2. Failure of performance;
 - 3. Financial incapacity;
 - 4. Refusal by the subcontractor to honor the bid or proposal price or scope;
 - 5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
 - 7. The subcontractor's withdrawal of its bid or proposal; or
 - 8. De-certification of the subcontractor as an MBE, WBE, or VBE. (Graduation from the MBE/WBE or VBE program does not constitute de-certification.)
 - 9. Termination of a Mentor-Protégé Agreement.
- C. If it becomes necessary to substitute an MBE, WBE, or VBE or otherwise change the Compliance Plan, the procedure will be as follows:
 - 1. The bidder or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE, WBE, or VBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE, WBE, or VBE to be substituted or affected by the change stating that it cannot perform on the contract or that

it agrees with the change in its scope of work must be submitted with the request.

2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request. Contractor must notify the City if substitution must occur immediately due to operational emergency so that requests for substitution or change may be timely given.
 3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make good faith efforts to meet the Contract Specific Goal by substituting an MBE, WBE, or VBE subcontractor. Documentation of a replacement MBE, WBE, or VBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE, WBE, or VBE Contract Specific Goal cannot be reached and good faith efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE, non-WBE, or non-VBE.
 4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs, WBEs, or VBEs have a fair opportunity to bid on the new scope of work.
 5. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE/VBE contract requirements.

VIII. Reporting and Record Keeping

- A. During the term of the contract, the Contractor and its non-certified subcontractors must submit partial and final waivers of lien from MBE, WBE, and VBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date. Upon acceptance of the Final Quantities from the City of Chicago, FINAL certified waivers of lien from the MBE, WBE, and VBE subcontractors must be attached to the contractor's acceptance letter and forwarded to the Department of Procurement Services, Attention: Chief Procurement Officer.
- B. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and/or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each MBE, WBE, and VBE. The reporting of payments to all subcontractors must be entered into the Certification and Compliance

Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

- C. Once the prime contractor has reported payments made to each MBE, WBE, and VBE, including zero dollar amount payments, the MBE, WBE, or VBE will receive an email and/or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- D. All subcontract agreements between the contractor and MBE/WBE/VBE firms or any first tier non-certified firm and lower tier MBE/WBE/VBE firms must contain language requiring the MBE/WBE/VBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <http://chicago.mwdbe.com>

- E. The Chief Procurement Officer or any party designated by the, Chief Procurement Officer shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE, WBE, and VBE participation and the status of any MBE, WBE, or VBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- F. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs, WBEs, and VBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

IX. Non-Compliance

- A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts; and (2) disqualification as a MBE, WBE, or VBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE, WBE, or VBE was a factor in the award of the contract and such status was misrepresented by the contractor.
- B. Payments due to the contractor may be withheld until corrective action is taken.
- C. Pursuant to 2-92-740, or 2-92-955, as applicable, remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. The consequences provided herein shall be

in addition to any other criminal or civil liability to which such entities may be subject.

- D. The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740 of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

X. Arbitration

If the City determines that a contractor has not made good faith efforts to fulfill its Compliance Plan, the affected MBE, WBE, or VBE may recover damages, suffered by such entity as a result of being underutilized, from the contractor.

Disputes between the contractor and the MBE, WBE, or VBE shall be resolved by binding arbitration before the American Arbitration Association (AAA), with reasonable expenses, including attorney's fees and arbitrator's fees, being recoverable by a prevailing MBE, WBE, or VBE. Participation in such arbitration is a material provision of the Construction Contract to which these Special Conditions are an Exhibit. This provision is intended for the benefit of any MBE, WBE, or VBE affected by the contractor's failure to fulfill its Compliance Plan and grants such entity specific third party beneficiary rights. These rights are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE, WBE, or VBE. Failure by the Contractor to participate in any such arbitration is a material breach of the Construction Contract.

An MBE, WBE, or VBE seeking arbitration shall serve written notice upon the contractor and file a demand for arbitration with the AAA in Chicago, IL. The dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA. All arbitration fees are to be paid *pro rata* by the parties; however, as noted above, reasonable expenses, including the arbitrator's fees, may be recoverable by a prevailing MBE, WBE, or VBE.

The MBE, WBE, or VBE must copy the City on the Demand for Arbitration within 10 business days after filing with the AAA. The MBE, WBE, or VBE must copy the City on the arbitrator's decision within 10 business days of receipt of the decision. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

XI. Equal Employment Opportunity

Compliance with the requirements set forth in these Regulations will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.

CITY OF CHICAGO

ASSIST AGENCY LIST

51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 773-285-3401 773-285-3407 the51ststreetbusinessassociation@yahoo.com www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes	African American Contractors Association – AACA * P.O. Box #19670 Chicago, IL 60619 312-915-5960 aacanatlassoc@gmail.com www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Angel of God Resource Center, Inc. * 14527 S. Halsted Chicago, IL 60827 708-392-9323 708-880-0121 Fax asmith5283@yahoo.com aogrc@angelofgodresourcecenter.org www.angelofgodresourcecenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Association of Asian Construction Enterprises (AACE) * 712 W. Root St. Chicago, IL 60609 312-595-2010 admin@aacechicago.com Maintains list of certified firms: Yes Provides training for businesses: No
Austin African American Business Networking Assoc. 5820 W. Chicago Ave. Chicago, IL 60651 773-626-4497 info@aaabnaorg www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes	Better Business Bureau * 330 N Wabash, Suite 3120 Chicago, IL 60611 312-832-0500 www.bbb.org/chicago tjohnson@chicago.bbb.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Black Contractors Owners and Executives 7811 S. Stony Island Ave. Chicago, IL 60649 773-346-5658 773-346-5659 Fax admin@bcoechicago.org www.bcoechicago.org Maintains list of certified firms: No Provides training for businesses: No	Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 708-389-5730 708-389-5735 Fax carole@blackcontractorsunited.com www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes

**Prime Contractors should contact agency with subcontracting opportunities to connect certified firms.*

CITY OF CHICAGO

ASSIST AGENCY LIST

BOP Project 5000 NFP * 644 E 79th Street Chicago, IL 60619-3037 773-891-5939 773-304-1903 Fax bopbizcenter@gmail.com Maintains list of certified firms: Yes Provides training for businesses: Yes	Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 312-628-7844 312-628-7843 Fax info@businessleadershipcouncil.org www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 773-994-5006 773-855-8905 Fax admin@cbaworks.org www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 312-755-8880 312-755-8890 Fax cjordan@chicagomsdc.org www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 773-285-5800 773-285-7772 Fax sbrinston@thechicagourbanleague.org www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 312-942-1444 Jayne Vellinga, Executive Director jvellinga@cwit2.org www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes
Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL. 60615 312-436-0301 info@contractoradvisors.us www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes	Cosmopolitan Chamber of Commerce * 1631 S. Michigan Unit 101 Chicago, IL. 60616 312-971-9594 312-341-9084 Fax rmcgowan@cosmochamber.org www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Council of Black Architecture and Engineering Companies (formally NOME) * 1 South Wacker Suite 2650 Chicago, IL 60606 312.960.1239 msutton@infrastructure-eng.com Maintains list of certified firms: Yes Provides training for businesses: Yes	Do For Self Community Development Co. * 8659 S. Ingleside Ave., Chicago, IL 60619 773-356-7661 dennisdoforself@hotmail.com www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes

**Prime Contractors should contact agency with subcontracting opportunities to connect certified firms.*

CITY OF CHICAGO

ASSIST AGENCY LIST

Elite Svc. Disabled Veteran Owned Business Network * c/o SCIGON 420 Lake Cook Road Suite #104 Deerfield, Illinois 60015 847 453-8890 847 739-3139 Fax jscifers@scigon.com www.elitesdvob.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 773-941-4833 773-941-5252 lacy@farsouthcdc.org www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes
Federation of Women Contractors * 4210 W. Irving Park Road, Chicago, IL 60641 312-360-1122 773-853-2042 Fax info@fwcchicago.com www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: No	Fresh Start Home Community Development Corp. * 5168 S. Michigan Avenue, 4N Chicago, IL 60615 773-312-3797 855-270-4175 info@freshstartnow.us www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes
Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 773-436-1000 773-471-8206 Fax c.james@greatersouthwest.org www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes	Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 312-575-0389 312-575-0544 Fax info@haciaworks.org www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes

**Prime Contractors should contact agency with subcontracting opportunities to connect certified firms.*

CITY OF CHICAGO

ASSIST AGENCY LIST

Illinois Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 309-740-4430 / 773-294-8038 309-672-1379 Fax finance@ilbcc.org www.ilbcc.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 312-425-9500 info@ihccbusiness.net www.ihccbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes
JLM Business Development Center * 2622 W. Jackson Boulevard Chicago, IL 60612 773-826-3064 773-359-4021 Fax lady930@prodigy.net www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes	LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 773-303-0167 773-303-0168 Fax admin@lgbtcc.com www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes
Native American Chamber of Commerce of Illinois * 100 N. Riverside Plaza, Suite 1670 Chicago, IL 60606 630-926-1700 info@nacc-il.org www.nacc-il.org Maintains list of certified firms: Yes Provides training for businesses: Yes	NDIGO Foundation 329 W. 18th Street, Ste 613 Chicago, IL 60616 Phone: 312-264-6272 hhartman@ndigo.com www.ndigo.com Maintains list of certified firms: No Provides training for businesses: Yes
Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 773-373-3366 773-373-41410403 Fax info@rainbowpush.org www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: Yes	RTW Veteran Center * 7415 E. End, Suite 120 Chicago, IL 60649 800-974-2808 866-873-2494 Fax rtwvetcenter@yahoo.com www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes
South Shore Chamber, Inc. * 1750 E. 71st Street Chicago, IL 60649 773-955- 9508 info@southshorechamberinc.org www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Sustainable Options for Urban Living, Inc. (SOUL) * 11603 S. Throop Street Chicago, IL 60643 773-250-1770 Ext 702 Cyndi@soul-program.com www.soul-program.com Maintains list of certified firms: Yes Provides training for businesses: Yes

**Prime Contractors should contact agency with subcontracting opportunities to connect certified firms.*

CITY OF CHICAGO

ASSIST AGENCY LIST

The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 773-315-9720 <code>omonroe@themonroefoundation.org</code> www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes	Turn 2 Growth * 15475 S. Park South Holland, IL 60473 708-913-4700 708-880-1583 Fax <code>info@turn2growth.org</code> www.turn2growth.org Maintains list of certified firms: Yes Provides training for businesses: Yes
US Minority Contractors Association, Inc. * 1250 S. Grove Ave. Suite 200 Barrington, IL 60010 847-852-5010 847-382-1787 Fax <code>admin@usminoritycontractors.org</code> www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Women's Business Development Center * 8 S. Michigan Ave. Suite 400 Chicago, IL 60603 312-853-3477 312-853-0145 Fax <code>fcurry@wbdc.org</code> www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 708-366-1250 <code>mkm@mkmservices.com</code> www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No	

**Prime Contractors should contact agency with subcontracting opportunities to connect certified firms.*

XXV. JOC Supplemental Conditions

A. General Provisions

1. Intent of Plans and Specifications: The Contractor's Adjustment Factor includes, and the Contractor shall provide and furnish, all items necessary and incidental to the Work, including but not limited to all materials, parts, labor, supervision, coordination, administration, equipment (except as otherwise stated in the Contract Documents) tools, power, shop plans, working drawings, design drawings including architectural and engineering services in support of the Job Order, and incidentals required by the Contract Documents and desirable for the full completion of the Work, whether or not particularly shown, described, or specified in the Contract Documents; and the Contractor's Bid price(s) includes all cost relating to, or associated with, the foregoing including but not limited to all direct costs, overhead and profit.
2. Architectural and Engineering Services:
 - a. Under this Contract, it is generally expected that the level of A/E services and design, if any, will be incidental to the Contract and therefore included in the Contractor's Adjustment Factors.
 - b. The Contractor will be required, as on any construction project, to provide shop drawings, as-built drawings, project layout drawings and sketches as required and the cost of those items shall be included in the Contractor's Adjustment Factors.
 - c. Approval by the City of plans and drawings prepared by the Contractor does not relieve the Contractor from the responsibility of performing the work according to applicable codes, laws, and ordinances. Comments on or approvals given to any plans, drawings, schedules, or means and methods shall not relieve the Contractor from the responsibility of performing the work to achieve the objectives of the Job Order.
 - d. Unless the Contractor receives prior approval from the City, the Contractor is not to be the "lead" firm for A/E design work.
 - e. The preparation of LEED documentation, drawings/plans, specifications, safety plans, shop drawings, product data and samples, as-builts, various reporting requirements specific to Job Order funding, and all other documentation required herein by the Contractor as required by individual Job Orders is part of the Work of this Contract and the cost there of shall be included in the Contractor's Adjustment Factors.
 - f. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, the Contractor will be reimbursed the actual cost of a filing or permit as part of its Price Proposal paid with the "Reimbursable Item" task from the Construction Task Catalog® without markup (Factor of 1.0000).

B. Owner's Personnel

1. The JOC Coordinator
 - a. The City and Commissioner will assign staff (JOC Coordinator) to oversee the execution of the Job Order Contract. The designated staff will manage and administer the JOC program on behalf of the City and supervise and oversee the work of the City's Representatives.

- b. The designated staff shall assign JOC projects and provide overall guidance to the City's Representatives and the Contractor in the execution of Job Order Contracting. The JOC Coordinator shall intervene in disputes or disagreements between the City's Representative and the Contractor.
 - c. The JOC Coordinator shall evaluate the overall performance of the Contractor and report program status and progress to the City.
2. The Project Manager
- a. The City's Project Manager, assigned by the Commissioner, will be responsible for determining and documenting the Scope of Work, visiting the Project site with the Contractor, ordering Work from the Contractor, providing field observation, and recommending payments and Job Order Completion Time.
 - b. The City's Project Manager shall be in charge of the supervision of the Work. The City's Project Manager shall have authority to stop the Work whenever such stoppage may be necessary in the Project Manager's reasonable opinion to insure the proper execution of the Contract. The Project Manager shall within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

C. Contractor's Personnel

- 1. The Contractor shall, immediately upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, qualified and assigned exclusively to perform the Work. The Contractor shall provide the City with the qualifications and names of the individuals who will serve as the Project Manager and the Superintendent(s). If the City determines that the Contractor's staffing level will require that staffing adjustments are made satisfactory to the City prior to the issuance of additional Job Orders.
- 2. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the City and shall have a cell phone at which he or she can be reached at all times.
- 3. The Contractor shall also have at all times an Office Manager and a Superintendent 4.
Substitutions:
 - a. If any key personnel furnished by the Contractor should be unable to continue in the performance of assigned duties for reasons due to death, disability, or termination, the Contractor shall promptly notify the City explaining the circumstances. Changes in assignment of key personnel due to commitments not related to this Contract are prohibited without prior City approval.
 - b. The Contractor shall furnish to the City within seven (7) working days the name of the person substituting for the individual unable to continue, together with any information the City may require to judge the experience and competence of the proposed substitute. Upon approval by the City, the proposed substitute shall be assigned to this Contract. If the City rejects the substitute, the Contractor shall have seven (7) days thereafter to submit a second proposed substitute. Such process shall be repeated for a reasonable period until a proposed replacement has been approved by the City.
 - c. In the event that, in the opinion of the City, the performance of personnel of the

Contractor assigned to this Contract is at an unacceptable level, such personnel shall cease to be assigned to this Contract and shall return to the Contractor, and the Contractor shall provide a substitute to the City, in accordance with the previous paragraph. Absence of acceptable Key Personnel for the Work shall constitute an event of default.

- d. If the Contractor is unable to provide an adequate substitute in accordance with the previous paragraphs, the City reserves the right to terminate the Contract.

D. JOC Scope of Work

1. This is an indefinite quantity Contract for the supplies or services specified, and effective for the period stated in the Contract Documents.
2. The Scope of Work under this Contract shall be issued in individual Job Orders. Upon receipt of a Blanket Release, the Contractor shall provide all pricing, management, design drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the Job Order. The Contractor shall provide quality assurance as specified in strict accordance with the Contract. The Contractor shall also be responsible for site safety, protection of City property and equipment, if any, as well as site preparation and cleanup during and after construction. **This Contract is primarily to be used for the construction, rehabilitation, and modernization of flatwork/site work under the jurisdiction of Chicago Department of Transportation, including but not limited to, bridges, streets, highways, cul-de-sacs, sidewalks, paving, landscaping, drainage, and curbs and gutters. However, the City reserves the right to have the Contractor work on any City facility.** The City is not obligated nor does it guarantee that the Contractor will perform work in the above mentioned categories. The City reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the facilities mentioned above.
3. Work or performance shall be made only as authorized by Job Orders issued in accordance with the JOC Procedure For Ordering Work contained in Part One.
4. **The Contractor is not allowed to refuse to perform any Job Order requested by the City.** The City makes no commitment as to the award of individual Job Orders. All costs associated with the above scope of work and the preparation of Price Proposals shall be the responsibility of the Contractor.
5. The Work shall be conducted by the Contractor in strict accordance with the Contract and all applicable laws, regulations, codes, or directives including Federal, State of Illinois and the City.
6. The Contractor shall maintain accurate and complete records, files and libraries of documents to include Federal, State, and local regulations, codes, applicable laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.
7. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Job Order.

8. In addition to the Work Tasks in the Construction Task Catalog® (CTC) the City may, from time to time, require Unspecified Items. These Unspecified Items will be incorporated in individual Price Proposals and the Contractor shall accomplish those Tasks with the same diligence as those tasks incorporated in this Contract in the Construction Task Catalog® and Technical Specifications.
9. All Work shall conform to and comply with any applicable standards, including those specified in the following documents, regardless of whether an individual Job Order makes reference to them.
10. All Work will be monitored by the City.
11. The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the Work required by the Contract shall be accomplished or reviewed and approved by architects or engineers registered in the State of Illinois to practice in the particular professional field involved.

E. JOC Procedure for Ordering Work

1. **Initiation of a Job Order.** As the need exists, the City will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non-Prepriced Task. The Contractor's personnel responsible for preparing the Price Proposal and Job Order Proposal Package shall attend the Joint Scope Meeting and discuss, at a minimum:
 - a. the general scope of the work;
 - b. alternatives for performing the work and value engineering;
 - c. access to the site and protocol for admission;
 - d. hours of operation;
 - e. staging area;
 - f. requirements for catalog cuts, technical data, samples and shop drawings;
 - g. requirements for professional services, sketches, drawings, And specifications;
 - h. construction duration;
 - i. liquidated damages;
 - j. the presence of hazardous materials; and
 - k. date on which Proposal is due.
2. **Detailed Scope of Work (DSOW):** Upon completion of the joint scoping process, the City will prepare a draft Detailed Scope of Work referencing any sketches, drawings, if any, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. The Detailed Scope of Work, unless modified by both the Contractor and the City, will be the basis on which the Contractor will develop its Price Proposal and subsequent Job Order Proposal Package and the City will evaluate the same. **The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Job Order.**

3. **Issuance of the Request for Price Proposal (RFPP):**

- a. After the Detailed Scope of Work has been finalized, the City will issue a Request for Price Proposal to the Contractor. The RFPP requires that the Contractor prepare a Price Proposal for the Work under consideration. It is the Contractor's responsibility to select the appropriate task(s) from the Construction Task Catalog®, to apply the appropriate Adjustment Factor to the individual work tasks, and to submit the Price Proposal by the due date indicated on the RFPP.

4. **Preparation of the Price Proposal:** The Contractor will prepare Proposals in accordance with the following:

- a. **Pre-Priced Tasks:** The Contractor shall select the appropriate Prepriced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Prepriced Task. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated. At the discretion of the City, work tasks that are reasonably close in description and cost to the requirements of the Detailed Scope of Work and Technical Specifications may be used as a substitute. All items in a Price Proposal, where feasible, shall carry a user note as to the intended use of the task as it relates to the Detailed Scope of Work. Dividing the Price Proposal into categories may also be required by the City. Dividing the Price Proposal into categories shall not alleviate the Contractor of providing quantity discounts.
- b. **Unspecified Services:** It may be necessary to include in the Contractor's Price Proposal work tasks that are not included in the Construction Task Catalog®. These are considered Unspecified Services as they require additional services not specifically listed in the Construction Task Catalog®, and the following applies:
 - 1) Any Job Order requiring the addition of the services not specifically listed in the Construction Task Catalog®, Part Three, may be added to the Price Proposal if they fall within the same specific category of services specified. The lifetime usage of the Unspecified items must not exceed ten percent (10%) of the total contract value pursuant to Section 2-92-646 of the Municipal Code of the City of Chicago.
 - 2) Such services may be used only if the prices are competitive with current market prices and said services are approved by the Chief Procurement Officer in the form of a Blanket Release signed by the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said services from other suppliers or contractors and to procure such services in a manner which serves the best interest of the City.
 - 3) Any such services delivered by the Contractor, without a properly executed Blanket Release signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such Blanket Release is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any services delivered prior to the Contractor's receipt of the fully signed Blanket

Release.

- 4) When determining the whether or not the services are competitive with the current market prices, the Contractor will provide the following in support of the pricing for the additional services. The City reserves the right to request additional information.
 - a) If the Contractor will perform the work with its own forces, it shall submit a breakdown of the cost of labor equipment and material/equipment installed.
 - i). The number of hours for each labor classification and hourly rates shall be shown.
 - ii). Equipment costs(other than small tools) will be determined according to the "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST" as issued by the Division of Highways of the State of Illinois or if not listed in the above the "CONTRACTORS' EQUIPMENT OWNERSHIP EXPENSE" of the Associated General Contractors of America shall be used.
 - iii). The Contractor shall submit three independent quotes for all material/equipment to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the Construction Task Catalog®.
 - b). **If the work is to be subcontracted, the Contractor shall submit three independent quotes from subcontractors. The Contractor shall not submit a quote from any subcontractor or materialman that the Contractor is not prepared to use. The Owner may require additional quotes if the subcontractors are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide the Owner with a written explanation. If the explanation is accepted by the Owner, the Contractor may provide less than three quotes.**
- 5). **Pricing Unspecified Services:** The final price submitted for Unspecified Services shall be according to the following formula. Each Unspecified Service must be supported with the necessary back-up documents including the calculation below. If three (3) quotes are not available, the Contractor shall provide a letter of justification detailing why requested quotes are not available.
- 6) **After the cost for a an Unspecified Service has been approved, the City may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. The City reserves the right to request the Contractor provide current quotes for any Unspecified Service approved previously.**

For Work Performed with the Contractor's Own Forces:

A = Direct Labor Cost (Up through the foreman level and Fringe Benefits per Prevailing Wage Rates plus payroll taxes and insurance)

B = Direct Material Costs (supported by three quotes from material suppliers)

C = Direct Equipment Costs

Total Cost for Unspecified Services that are self-performed = $(A+B+C) \times 110\%$

For Work Performed by subcontractors:

D = subcontractor Costs (supported by three quotes from subcontractors)

Total Cost for Unspecified Services that are subcontracted = $D \times 110\%$

- c. The Contractor's Price Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the Work units proposed are reasonable for the tasks to be performed. Documentation to be submitted with the Price Proposal shall include, but not be limited to:
 - 1) Required drawings or sketches;
 - 2) Calculations, specifications, and other technical data as required;
 - 3) Catalog cuts, technical data or samples;
 - 4) Back-up for any Unspecified Services tasks;
 - 5) Construction Schedule;
 - 6) Sample warranties or guarantees for materials, equipment, or systems proposed; and
 - 7) Clarifications to the Scope of Work.
- d. The Contractor's Price Proposal shall be submitted by the date indicated on the Request for Price Proposal. All incomplete Price Proposals shall be rejected. The time allowed for preparation of the Contractor's Price Proposal will depend on the complexity and urgency of the Job Order but should average between three and five days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- e. **If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Price Proposal, the request must be submitted so that the submittal of the**

Price Proposal is not delayed, because there will be no extensions granted.

If the Contractor continually fails to meet the submittal deadline dates, the City may declare the Contractor in default and initiate termination of the Contract.

- f. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Price Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

5. Review of the Price Proposal and Submittals

- a. The City will evaluate the entire Price Proposal and compare these with the City's cost estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- b. The City reserves the right to reject a Price Proposal or cancel a Job Order for any reason. The City also reserves the right not to issue a Job Order if it is determined to be in the best interests of the City. The City may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Price Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Price Proposal with the City.
- c. If the City finds the Contractor's Price Proposal unacceptable, the City may request the Contractor to re-submit its Price Proposal or cancel the Job Order. The Contractor is expected to submit Price Proposals correct the first time. After the City has reviewed the Price Proposal and an agreement has been reached between the City and the Contractor as to the nature of the revisions, if any, the Contractor is **not** allowed to make any changes to the revised Price Proposal other than the agreed upon changes. If the Contractor is required to re-submit the Price Proposal, the revised Price Proposal is due no later than 48 hours after the changes have been agreed upon.
- d. If the Contractor continues to submit Price Proposals which are rejected by the City, the City may declare the Contractor in default and initiate termination of the Contract.
- e. The means and methods of construction shall be such as the Contractor may choose; subject however, to the City's right to reject means and methods proposed by the Contractor that:
 - 1) Will constitute or create a hazard to the work, or to persons or property; or
 - 2) Will not produce finished Work in accordance with the terms of the Contract; or
 - 3) Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- e. By submitting a signed Price Proposal to the City, the Contractor is agreeing to accomplish the Work outlined in the Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary scope

items in the Price Proposal prior to delivering it to the City. Once accepted by the City, the Job Order becomes a firm fixed price, lump sum contract and the Proposal is fixed. Unless they are part of the Scope of Work, no adjustment in work tasks or quantities is allowed. Inspection of the Contractor's Work shall be against the Detailed Scope of Work including any Technical Specifications and Drawings, not the Price Proposal.

6. Preparation of the Job Order Proposal Package:

- a. Time for Submittal: Upon acceptance of the Contractor's Price Proposal, the Contractor will be required to submit the Job Order Proposal Package **within five (5) working days** of said acceptance or earlier if directed by the City. If the Contractor fails to meet the deadline for submittal of the Job Order Proposal Package, the City may declare the Contractor in default and initiate termination of the Contract.
- b. The Job Order Proposal Package includes:
 - 1). final/revised Price Proposal as agreed to;
 - 2). final drawings, calculations, specifications;
 - 3). final catalog cuts;
 - 4). final back-up for any Unspecified Services;
 - 5). identification of all subcontractors and material suppliers, MBE/WBE subcontractors, and the dollar amount of each subcontract;
 - 6). schedules in accordance with the MBE/WBE Special Conditions;
 - 7). final construction schedule;
 - 8). special insurance, if required;
 - 9). If using special equipment, a copy of the warranty document; and
 - 10). Any other documentation required for the Job Order as indicated on the RFPP.

7. Review of the Job Order Proposal Package and Issuance of the Blanket Release:

- a. The City will evaluate the entire Job Order Proposal Package.
- b. The City reserves the right to reject a Contractor's Job Order Proposal Package based on unjustifiable quantities and/or work tasks in the Price Proposal, performance periods, inadequate documentation, deficient MBE/WBE participation efforts, unacceptable subcontractors (if contrary to the requirements set forth in Book 1, Sec III, Part B), or other inconsistencies on the Contractor's part. The City also reserves the right to not issue a Blanket Release if that is determined to be in the best interests of the City.
- c. By submitting a signed Job Order Proposal Package to the City, the Contractor is agreeing to accomplish the Work outlined in the RFPP and the Detailed Scope of Work for that particular Job Order,
- d. The Blanket Release which must be signed by the City or City's Representative, constitutes the City's acceptance of the Contractor's Job Order Proposal

Package. A signed copy of the NTP will be provided to the Contractor. The NTP provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Blanket Release, signed by the City and delivered to the Contractor constitutes the City's acceptance of the Contractor's Job Order Proposal Package.

- e. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the City. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Price Proposal, Detailed Scope of Work, or Price Proposal. The Contractor shall be compensated in accordance the as if the work had been ordered under the standard procedures.

8. **Emergency Job Order Procedures:**

- a. Definition of an emergency: Any unexpected event that endangers life, health, property, essential public services or operational effectiveness and requires immediate attention within 24 hours.
- b. The Department of Procurement Services has an expidited procedure to rapidly respond to emergencies. The procdure ensures that the Department promptly notifies the Department of Procurement Services via telephonic and electronic communications of the emergency. Upon notification the Department may direct the Contractor to take whatever steps are necessary to mitigate the emergency.
- c. During the course of the repair work, both the Contractor and the Department will record the labor, equipment and materials used on the emergency.
- d. Once the emergency has been stabilized, the Contractor shall prepare a proposal for the Department to review and approve. Once the Proposal is approved the Contractor shall prepare a final Work Order Proposal Package and submit to the Department Project Manager. The Project Manager will submit the necessary documents for issuance of the Blanket Release.

9. **Measurements to be Verified:** Before preparing the Job Order Proposal Package or ordering any material or doing any Work, the Contractor shall verify all measurements and conditions including, but not limited to spot checking elevations, or other measurements and conditions as required to support the development of the Job Order Proposal Package. The Contractor shall be responsible for the correctness of the measurements and conditions. No extra charge or compensation will be allowed based on the difference between actual dimensions and the quantities indicated in the Price Proposal. **The City may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.**

10. **Incidental Work:**

- a. Even if not specifically stated in the Scope of Work, a Job Order includes all construction services as necessary to perform the Work covered by the Scope of

Work. For example: A statement of Work may be "Install Pipe Underdrains." Included in the work task and price and considered incidental to the work is the excavation and proper disposal of unsuitable material, the installation of the pipe, the fabric envelope, fittings, cleanouts, bedding aggregate and porous granular backfill.

- b. It is the responsibility of the Contractor, in preparation of its proposal, to select the proper items from the CTC related to the Scope of Work to complete the Scope of Work, even if incidental items as related to the overall Scope of Work are not specifically identified in the Scope of Work. Extra payment requested by the Contractor based on the contention that the Job Order or Scope of Work failed to itemize work tasks which are considered incidental to common construction practice will not be permitted.
11. **Computer Equipment:** Computer Requirements. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an industry accepted high speed internet connection. The Contractor shall maintain individual email accounts for each of its project managers.
12. **City Furnished Software:** City-furnished software will be provided to the Contractor for use as a tool to assist with expedient preparation of Price Proposals in response to the City's needs. This software will contain an electronic version (copy) of the Construction Task Catalog® which the Contractor will use to prepare and submit Price Proposals. The software may also be used to prepare and submit subcontractor information.
13. **Proposal Auditing:** The City reserves the right to audit proposals during the course of the Contract. This audit will primarily focus on validating the Contractor's Price Proposal with the Scope of Work and the use and pricing of Unspecified Services. If the audit reveals that the Contractor's Price Proposal is inaccurate, the Contractor may be required to reimburse the City for the actual cost of the audit. The City reserves the right to audit as many Job Orders as it deems necessary to ensure compliance with the Contract Documents.

F. Economic Price Adjustment:

1. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the Owner and to Gordian. In the event the Contractor fails to deliver the request timely, then the Owner shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the Owner. Thereafter, the Contractor's Normal Working Hours and Other than Normal Working Hours Adjustment Factors will be adjusted according to the following:
 - a. A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the City of Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the Bid due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).
 - b. A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the City of Chicago published in the Engineering News

Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).

- c. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
 - d. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
 - e. Averages shall be obtained by summing the 12 month indices and dividing by 12.
 - f. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 - g. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 - h. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
2. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
 3. Under all circumstances, should the Contractor submit a Job Order Proposal Package with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal Package.
 4. The Contractor cannot delay submission of the Price Proposal or the Job Order Price Proposal past the due dates to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay(s).

G. JOC Standards of Performance

1. Job Order Contracting is a performance-based contracting system. Once the Contractor has the opportunity to be issued Job Orders equal to the Minimum Contract Value, the City is under no further obligation to issue additional Job Orders. The City may, at its discretion, continue to issue Job Orders. The Contractor must meet or exceed the following standards of performance.
 - a. Submission of the Contractor's Price Proposal and Job Order Proposal Package: The Contractor shall submit Price Proposals and the Job Order Proposal Package in accordance with the JOC Procedure for Ordering Work. The Contractor shall submit Price Proposals on or before the date so indicated on the RFPP and the Job Order Proposal Package within the time specified in Part One. Failure to submit the above Proposals within the time so stipulated by the City will be an event of non-performance.
 - b. Quality of the Contractor's Price Proposal: The Contractor, in preparation of its

Price Proposal, shall select only those tasks from the Construction Task Catalog® that are required to accomplish the project's Scope of Work at the required quantity. Failure of the Contractor to justify its selection of tasks at the selected quantities will be an event of Non- performance. The Contractor is expected to submit Price Proposals correct the first time. However the City recognizes that some adjustments might have to be made to the Price Proposal after review by the City. Therefore, the City will allow the Contractor to submit the first Price Proposal and a second Price Proposal for each Job Order. If corrections are not made to the satisfaction of the City after the second submitted Price Proposal, this will be an event of non-performance.

- c. Achievement of MBE/WBE/VBE Goals: The Contractor shall make good faith efforts to meet or exceed the Contract's MBE/WBE/VBE goals stated in Part Two. Compliance will be determined on an aggregate basis of Job Orders issued to date. Failure of the Contractor to make a good faith effort to meet the Contract's MBE/WBE/VBE goals will be considered to be an event of non-performance.
- d. Quality of Construction: The Contractor shall perform the construction work in accordance with the Contract Documents and perform any Punch List Work in accordance with the Contract Documents. Failure of the Contractor to perform the construction work in accordance with the Contract Documents or to perform Punch List Work will be an event of non-performance.

H. Modifications to the MBE/WBE Special Conditions

- 1. **Submission of Schedules and Letters of Certification:** Schedule C, Schedule D, the Letters of Certification and Schedule F are to be submitted with each Job Order rather than with the Bidder's Bid.
- 2. **Reporting MBE/WBE/VBE Participation:** The City will record the estimated MBE/WBE/VBE participation at the time the Blanket Release is issued and will record the actual MBE/WBE/VBE participation based on the Final Waivers of Lien. The actual MBE/WBE/VBE participation will be used to determine compliance with the goals set forth in the contract.
- 3. **Determining Compliance:**
 - a. Contract compliance with the MBE/WBE/VBE participation goals will be continuously monitored based on the current value of contract expenditures through the report in paragraph B above.
 - b. If the City's report reveals that the MBE/WBE/VBE participation goals are not being achieved, the Contractor shall submit the various schedules required of the MBE/WBE Special Conditions, contained herein, and a letter describing how the Contractor intends to achieve compliance with the Contract over the next 60 days.
 - c. Failure to correct deficiencies within the 60 day period may result in a Chief Procurement Officer's determination to suspend issuance of future Job Orders, termination of the Contract and suspension of the Contractor's eligibility to enter into future contracting opportunities with the City of Chicago.

4. **MBE/WBE/VBE Commitment:** The successful Bidder must make a good faith effort to comply with MBE/WBE/VBE goal of no less than 30% subcontracted to MBE, 7% subcontracted to WBE firms and 1% subcontracted to VBE firms.

I. Job Order Contracting Software and System License

Job Order Contracting Software

1. The City ("Owner") selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's General Terms of Use to obtain access to the Gordian JOC Solution™.
2. Contractor's use, in whole or in part, of Gordian's JOC IMS, JOC Applications, Construction Task Catalog®, and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

Job Order Contracting System License:

3. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the Owner, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the Owner under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC IMS, JOC Applications and support documentation, Construction Task Catalog®, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the Owner expires or terminates, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
4. Gordian may terminate this JOC System License in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.
5. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the

Proprietary Information provided to the Contractor.

6. In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, this JOC System License shall take precedence.

J. Self-Performance

1. The Contractor shall perform with its own organization and forces not less than 51% of the total amount of labor hours performed at the Project Site through the working foreperson level. Note: The City has determined that the percentage of self-performance is a critical performance criteria. As such, failure to achieve or exceed the self-performance requirements will constitute a reason to terminate the Contract. As requested, the Contractor shall provide a report to the City showing the amount of self-performance achieved by project and total accumulative amount. The self-performance percentage calculation does not include field superintendents or office management personnel.

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**BOOK 2
INSTRUCTIONS AND EXECUTION DOCUMENTS**

PROJECT TITLE: CDOT 2026 Job Order Contract for Flatwork

SPECIFICATION No: 1301245A

RFQ No: 67294

CITY OF CHICAGO



**BRANDON JOHNSON
MAYOR**

Prepared by
Chicago Department of Transportation
Contracts Section

WILLIAM CHEAKS
Commissioner of Chicago Department of Transportation
2 North LaSalle Street
Chicago, Illinois 60602

Issued by the
DEPARTMENT OF PROCUREMENT SERVICES

SHARLA D. ROBERTS
CHIEF PROCUREMENT OFFICER

All Signatures to Be Sworn to Before a Notary Public

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Terms and Conditions for Construction" for CDOT projects funded by the City, as amended and incorporated as if fully set forth here by this reference; and by Book 2, Book 3, Book 4 and attachments as appropriate.

BOOK 2 - INSTRUCTIONS AND EXECUTION DOCUMENTS

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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 – MBE/WBE Affidavit of Joint Venture
7.		Schedule C – MBE/WBE Letter of Intent to Perform as a Subcontractor or a Supplier
		Schedule C-V - VBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor
8.		Schedule D – Compliance Plan Regarding MBE and WBE Utilization
		Schedule D-V - Compliance Plan Regarding VBE Utilization Affidavit of Prime Contractor
9.		Schedule F – Report of Subcontractor Solicitations
10.		Schedule H – Documentation of Good Faith Efforts
11.		City of Chicago On-Line Economic Disclosure Statement and Affidavit and Appendix A
12.		Affidavit of Chicago Business (If Applicable)
13.		Affidavit re Alternately Powered Vehicle Bid Incentive (If Applicable)
14.		Veteran-Owned Small Local Businesses and Eligible Joint Ventures Affidavit
15.		Bidder's Commitment to Utilize Veteran-Owned Subcontractors Affidavit
16.		Bidder's Commitment to Utilize Apprentices that are Graduates of Chicago Schools
17.		Request to Apply Bid Incentive: Chicago Graduates Apprentice Utilization (MCC 2-92-335)
18.		Bidder's Commitment to Utilize Returning Resident Apprentices
19.		Request to Apply Bid Incentive: Returning Resident Apprentice Utilization (MCC 2-92-336)
20.		Mentoring Program Bid Preference Affidavit
21.		Bidder's Commitment to Utilize Business Enterprises Owned by People With Disabilities (BEPD)
22.		Sexual Harassment Policy Affidavit (2-92-612)
23.		Bidder's Commitment to Encourage Diverse Management And Workforce (MC 2-92-407)
24.		Letter from Bidder's Surety Company Confirming Bonding Capacity

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:

CDOT 2026 Job Order Contract for Flatwork

all in accordance with Contract Documents set forth below.

General Description of Work

The work for which proposals will be set forth in the Detailed Scopes of Work (DSOW) referenced in the individual Job Orders. Upon receipt of a Blanket Release, the Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

The Scope of Work under this Contract shall be set forth in individual Work Orders issued hereunder. Upon receipt of a Sub Order Release, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plans, supervision, labor, and equipment, except when specified as City of Chicago furnished, needed to perform the necessary improvements. **This Contract is primarily to be used for the construction, rehabilitation, and modernization of flatwork/sitework under the jurisdiction of Chicago Department of Transportation, including but not limited to, bridges, streets, highways, cul-de-sacs, sidewalks paving, landscaping, drainage, and curbs and gutters. However, the City reserves the right to have the Contractor work on any City facility.** The City is not obligated, nor does it guarantee that the Contractor will perform work in the above-mentioned categories. The City reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents.

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.

Bid Schedule

Advertisement of Bid:	May 21, 2026
Pre-Bid Conference :	June 9, 2026, at 10:00 a.m., Central Time
Questions Due:	June 16, 2026, at 4:00 p.m., Central Time
Bid Due Date:	July 10, 2026, at 11:00 a.m., Central Time

Contact: **Nancy Peshoff, Senior Procurement Specialist**

Email: nancy.peshoff@cityofchicago.org

Project Information

Plan Fee/Deposit: For this competitive bid, Contract Documents can be downloaded online. There is no plan fee or deposit.

Fund Source: City Funded

Bid Deposit: \$25,000

MBE/WBE/VBE Participation Goals: 30% MBE, 7% WBE Participation, and 1% VBE

Pursuant to Municipal Code Section 2-92-330 the City has established that the Project Area for this contract will include Community Areas Citywide as indicated on the map incorporated herein. See following page for Project Area Definition map.

Project Information

PROJECT AREA MAP



TARGET AREA HOUSEHOLD MAP



Project Information

Award of Contract

The lowest bid will be determined by the Award Criteria Figure, Section Four, herein and taking into account any statutory adjustments to the Bid (e.g. Chicago Business Preference, Bid Incentive for Alternatively Powered Vehicles, Small Business Enterprise and Veteran-Owned Business Enterprise Joint Venture, etc.) as applicable. Furthermore, the Award Criteria Figure will be adjusted using the 8% Child Support Penalty to compute the Total Evaluated Bid Amount, as applicable. Proposals will be compared based on the **Award Criteria Figure**, correctly computed, and a contract, if awarded, will be awarded to the lowest responsive and responsible bidder.

Basis of Award

A Primary contract will be awarded to the lowest responsible and responsive bidder. The City reserves the right to award a Secondary, and, if necessary, a Tertiary contract for this Specification to ensure sufficient capacity to complete JOC projects.

For any project required by the Department on any day, the Department will first notify the Primary Contractor of such project in writing, who will be given the opportunity to perform such project at the Primary Contractor's bid price. Primary Contractor shall have three (3) business days to notify the City in writing whether it will perform such project, or whether it declines to do so due to lack of capacity or inability to meet the Standards of Performance as outlined in Book 1, JOC Supplemental Conditions, Part G- Standards of Performance. If the Primary Contractor responds that it cannot complete the project within the time frame required or fails to respond satisfactorily within three (3) business days, the City may send the project notification to the Secondary Contractor, with the work to be performed at the Secondary Contractor's bid price.

After issuance of the Request for Proposal (RFP) and DSOW, the Primary JOC Contractor has ten (10) days to submit a reasonable cost and schedule for the project. If the Primary JOC Contractor cannot agree with the Department on the final cost or schedule, the Department may issue a RFP and DSOW to the Secondary JOC Contractor. The Department must notify the Primary JOC Contractor, in writing, of its intent to solicit another vendor to perform the required services. This written notice to the Primary JOC Contractor will be sent prior to sending the RFP and DSOW to the Secondary JOC Contractor.

Upon receipt of the RFP and DSOW, the Secondary Contractor shall have three (3) business days to notify the City in writing whether it will perform such project, or whether it declines to do so due to lack of capacity. If the Secondary Contractor responds that it cannot complete the project within the timeframe required or fails to respond satisfactorily within three (3) business days, the City may send the project notification to the Tertiary Contractor, with the work to be performed at the Tertiary Contractor's bid price.

After issuance of the Request for Proposal (RFP) and DSOW the Secondary JOC Contractor has fifteen (15) days to submit a reasonable cost and schedule for the project. If the Secondary JOC Contractor cannot agree with the Department on the final cost or schedule, the department may issue a RFP and DSOW to the Tertiary JOC Contractor. The department must notify the Secondary JOC Contractor, in writing, of its intent to solicit another vendor to perform these services. This written notice to the Secondary JOC Contractor must be sent prior to sending the RFP and DSOW to the Tertiary JOC Contractor. Upon receipt of the RFP and DSOW, the Tertiary Contractor shall have three (3) business days to notify the City in writing whether it will perform such project, or whether it declines to do so due to lack of capacity. If the Tertiary Contractor declines to perform

Project Information

the project, the City reserves the right to issue a general invitation for bids for the work. E-mail correspondence from the designated contact is acceptable for all of the communications described in this Section.

The City reserves the right to check all calculations and to correct all extensions in case of error. In the event of an error the Adjustment Factors bid will be used to calculate the Award Criteria Figure and Total Base Bid.

Contractor's failure to fulfill any order placed with it shall be deemed to be an event of default, and, if requested by the CPO, Contractor shall promptly pay to the City cover damages resulting from such failure. This provision is in addition to and does not limit the City's rights to avail itself of the processes and remedies set forth elsewhere in this Agreement.

Document Deposit

For this competitive bid, Contract Documents can be downloaded online. There is no plan fee or deposit.

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 to Nancy Peshoff, Senior Procurement Specialist via Online Discussions in iSupplier. The City will not accept any questions for the ten (10) calendar day period preceding the bid opening date.

On-Line EDS

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

ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

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

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

ONLINE EDS WEB LINK

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

Project Information

Overview of the Contract

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual Job Orders at different locations under the jurisdiction of the City of Chicago. The bid documents include a Construction Task Catalog® (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

The Contractor will bid two Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors apply to every task in the Construction Task Catalog®.

Thereafter, as projects are identified the Contractor will jointly scope the work with the City. The City will prepare a Detailed Scope of Work and issue a Request for Price Proposal (RFPP) to the Contractor. The Contractor will then prepare a Price Proposal. If the Price Proposal is accepted, the Contractor will then prepare a Job Order Proposal Package including a signed Price Proposal, Schedule, Sketches or Drawings, a list of subcontractors including their MBE/WBE status, certification letters, and other requested documentation. If the Job Order Proposal Package is found to be reasonable, a Job Order may be issued. A signed Blanket Release will be provided to the Contractor for each Job Order.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price is determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in additional Job Orders.

For any project required by the City on any day, the City may award “Primary,” or “Primary” and “Secondary,” and “Tertiary Contracts” to the first, second, and third lowest responsible and responsive bidders, respectively, in the amount of each such bidder’s Total Price, including any statutorily mandated adjustments to the Total Price as applicable.

In the event the Chief Procurement Officer awards Secondary Contracts or Tertiary Contractors in addition to the Primary, the City will procure Services in the following manner. The City will allocate orders, first, to the Primary Contractor. In the event that the Primary Contractor notifies the City that it will not fulfill, in whole or in part, the order, or if it does not fulfill, in whole or in part, the order, the City shall then issue, subject to the terms of the Contract, an order to the Secondary Contractor for the unfulfilled portion of the order. In the event that the Secondary Contractor notifies the City that it will not fulfill, in whole or in part, the order, or if it does not fulfill, in whole or in part, the order, the City shall then issue, subject to the terms of the Contract, an order to the Tertiary Contractor for the unfulfilled portion of the order.

Each primary, secondary, and tertiary contractor shall have an obligation to fulfill the order that is placed with them. Contractor’s failure to fulfill any order placed with it shall be deemed to be an event of default, and, if requested by the CPO, Contractor shall promptly pay to the City cover damages resulting from such failure. This provision is in addition to and does not limit the City’s rights to avail itself of the processes and remedies set forth elsewhere in this Agreement.

Project Information

The Contractor shall perform with its own organization and forces not less than 51% of the total amount of labor hours performed at the Project Site through the working foreperson level. Note: The City has determined that the percentage of self-performance is a critical performance criteria. As such, failure to achieve or exceed the self-performance requirements will constitute a reason to terminate the Contract. As requested, the Contractor shall provide a report to the City showing the amount of self-performance achieved by project and total accumulative amount. The self-performance percentage calculation does not include field superintendents or office management personnel.

E-mail correspondence from the designated contact is acceptable for all of the communications described in this Section.

Contract Amount

The Minimum Contract Value is \$5,000.00. The Contractor is guaranteed to receive the opportunity to perform Job Orders totaling at least \$5,000.00.

The Maximum Potential Value for the Base Term is \$30,000,000.00. The Maximum Potential Value of the Option Terms shall be \$10,000,000.00 plus any carry-over amounts from the Base Term and previous Option Terms.

Contract Performance Period

The Base Term of this Contract is effective for the period of three (3) years from the date of award or the expenditure of the Maximum Potential Value, whichever occurs first. Work ordered prior to but not completed by the expiration of any Contract term will be completed with all provisions of the Contract still in force.

There are two (2) unilateral Option Terms for a period of one (1) year each. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching Option Term.

All Job Orders issued during the Base Term or the Option Terms shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All provisions of the Contract Documents apply to each Job Order.

Bid Pricing

Each bidder must submit two (2) Adjustment Factors in order to be considered responsive. The Adjustment Factors apply to every task in the Construction Task Catalog®.

- A. Normal Working Hours Adjustment Factor
- B. Other than Normal Working Hours Adjustment Factor

Project Information

The Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor. Failure to comply will result in the bid being declared non-responsive and not considered by the City.

For bid evaluation purposes only, the following weighting factors shall be used to determine the Award Criteria Figure;

<u>Adjustment Factor Weight Summary</u>		<u>Weight</u>
Normal Working Hours	=	0.70
Other than Normal Working Hours	=	0.30

The Construction Task Catalog[®] is priced at a net value of 1.0000. The bid can be an increase (e.g., 1.2000), or a decrease (e.g. 0.9500), to the Unit Prices listed in the CTC. Bidders who submit separate Adjustment Factors for separate Pre-Priced Tasks will be considered non-responsive and their bid will be rejected.

The Bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-01 to 00-07 of Part Three - The Construction Task Catalog[®] for a complete explanation of what is included in the Unit Prices and what is not.

Any revision by the Department of Labor to the applicable minimum hourly rates of wages and any increases or decreases in the material prices during the Contract period shall not result in a revision of the Unit Price to be paid by the City for work performed under the Contract.

CONTRACT INSURANCE REQUIREMENTS

CHICAGO DEPARTMENT OF TRANSPORTATION **CDOT-084-CONSTRUCTION-LARGE \$3-MILLION or ABOVE**

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

A. INSURANCE REQUIRED FROM CONTRACTOR

1) Workers' Compensation and Employer's Liability (Primary and Umbrella)

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's 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.

The 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

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10

Contract Insurance Requirements

01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. 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.

The 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

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Contractor. Limits of not less than **\$1,000,000** per accident 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 services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

The 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) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than **\$10,000,000** per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

Contract Insurance Requirements

Insurance coverages that begin with “when,” “if,” or “where,” are considered conditional, and it is the Contractor’s responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that conditional coverage is not initially applicable, it is the Contractor’s continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.

5) Pollution Liability Insurance (when applicable)

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the work that may fall under the scope and direction of the Contractor, the Contractor or any Subcontractor in connection with the Project; Contractors Pollution Liability must be maintained with limits no less than **\$2,000,000** per occurrence or claim and **\$5,000,000** aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. 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 Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The City must be provided with an additional insured status with respect to liability arising out of Contractor’s work, services or operations performed on behalf of the City. The City’s additional insured status must apply to liability and defense of suits arising out of Contractor’s acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, non-contributory basis. The Contractor and any Subcontractor(s) shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

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.

Contract Insurance Requirements

6) Valuable Papers (when applicable)

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

7) Blanket Crime (when applicable)

When applicable, Contractor must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

8) Garage Liability (when applicable)

Where the business operations entail automobile or truck garages, Commercial Garage Liability Insurance or equivalent must be maintained with limits of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate/accident for Garage Operations – Covered Autos, Garage Operations - Other than Covered Auto and Personal Injury for bodily injury and property damage liability. Coverage must include but not be limited to the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability must be included. Coverage extensions must include Garage Keepers Legal Liability for limits of a minimum of **\$250,000** on a Primary basis for Comprehensive and Collision coverages.

The City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. 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.

The 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. The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

Contract Insurance Requirements

9) Property (when applicable)

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

10) Builders Risk (when applicable)

When Contractor undertakes any construction, including improvements, betterments, and/or repairs to real property, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

11) Miscellaneous Medical Professional Liability (when applicable)

When applicable, Miscellaneous Medical Professional Liability Insurance must be maintained or cause to be maintained, covering acts, errors, or omissions related to the supplying of or failure to supply medical services or health care services by paramedics with limits of not less than **\$5,000,00** per claim. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of medical services under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

12) Railroad Protective Liability (when applicable)

When, in connection with this Agreement, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Contractor or any Subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than **\$2,000,000** per occurrence, combined single limit, and **\$6,000,000** in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

13) Marine Protection & Indemnity (when applicable)

When Contractor undertakes any marine operation in connection with this Agreement, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than **\$1,000,000** per occurrence. Coverage must include, but not be limited to: property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

Contract Insurance Requirements

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from 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 Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the 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 the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. 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. A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.

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 Agreement. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Contractor's insurer(s).

Contract Insurance Requirements

Contractors Insurance Primary. All insurance required of Contractor under this Agreement 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 the Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

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

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

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

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

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

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability and Professional Liability Insurance, and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The Contractor is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required, as well as specifically naming the City of Chicago as an additional insured on any endorsement form at least as broad and acceptable to the City. The 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, the Contractor must provide to the City Certificates of Insurance and additional insured endorsements or

Contract Insurance Requirements

other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

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

myCOI – DPS/NonDPS/Delegate Agency BID Solicitation

Add Specification Language (Low-Bid) to Competitive Bid Solicitations

Bidder, if selected for award of contract, must register with the City's online insurance certificate portal prior to contract award using the designated email registration link provided at [web address] and as specified in [Exhibit ____]. Accordingly, Contractor must provide a valid email address for both the Contractor and Contractor's insurance agent or provider, as described in further detail in [Exhibit ____].

A Bidder who does not fulfill the requirements to register and submit a certificate of insurance (COI) shall be deemed nonresponsive and its bid shall be rejected, except as otherwise provided below.

If a Bidder is unable to register and submit the COI through the City's online insurance certificate portal and instead submits a printed insurance certificate prior to the contract start date, the City may accept a paper COI provided written justification is provided explaining the Bidder's good faith efforts to comply with the terms of this section and the reasons why the submission could not be completed.

Instructions for registering and submitting the certification of insurance are available at the following URL: <http://www.cityofchicago.org/COI>. Subsequent to the contract start date, Contractor is responsible for ensuring that any requests for insurance documentation during the contract term are completed through the City's online insurance certificate portal and that all information uploaded is accurate and meets the requirements of [Section ____].

Exhibit

Registration and Submittal of Certificate of Insurance through myCOI

You will receive a registration e-mail from registration@myCOLtracking.com. Please follow the instructions in the e-mail to complete your registration with myCOI. Outlined within this exhibit are step by step instructions on how to register.

Contractor's organizational contact for this contract and insurance related matters as well as your insurance agent's contact information will be needed for registration.

You do not need to provide a certificate of insurance during your registration; myCOI will work with your agent using the information provided during registration to obtain the certificate of insurance directly from your agent.

Once the certificate of insurance is submitted by your agent and is approved for compliance by myCOI notification will be provided.

Please add the following e-mail addresses to your safe sender list to ensure you receive all e-mail communication from myCOI: registration@myCOLtracking.com, certificaterequest@myCOLsolution.com

If you have any questions, please contact myCOI directly at 317-759-9426, Ext. 105 or via e-mail at support@myCOLtracking.com.



TRACKING SUCCESS

The Vendor Registration Process

myCOI's vendor registration takes approximately five minutes to complete. You, as the vendor, will set-up your sign-in information and provide some basic contact information for your insurance agent.

From here, you will not be contacted by myCOI unless your insurance agent is not responsive to our requests. This five minute registration process is intended to replace the hours of frustration vendors can experience when they are placed in the middle of communications between their insurance agent and a compliance administrator.

The screenshot shows an email from myCOI to "Sample Company, LLC". The email header includes the myCOI logo and the text "Sample Company, LLC". The main body of the email starts with "Please Register Today!" and features a placeholder for the company logo. It then states: "Demo Account has requested that you join their online certificate of insurance tracking portal." Below this, it says: "To register, please click the link below. If you have already signed up for a company other than Demo Account, you may use the same username/password." A blue link "Click Here to Register!" is provided. The email continues: "You are receiving this message because your contract with Demo Account requires that you submit a Certificate of Insurance. Demo Account is using this system to make the process more efficient for all people involved, including you." It then has a section titled "Account Setup" with the text: "To register, all you need is an internet connection and less than 5 minutes. During registration, all of your insurance agent(s) contact information will be collected." This is followed by a list of "Agent Information Required": Name, Address, Phone Number, and Email Address. Next is a section titled "Benefits to You" with two bullet points: "Certificates of insurance are collected directly from your insurance agent so that you are able to use the time you would otherwise be spending managing certificates focusing on your business." and "If your agent does not submit a compliant certificate in a timely manner, you will be notified." Then is a section titled "Further Questions" with the text: "You may visit our Knowledge Base to view frequently asked questions and other support articles. If you have a specific question, please email or call us using the contact information below." This is followed by a "Thank you for your participation," and fields for "Your Name" and "Title". At the bottom, it provides contact information for myCOI: "myCOI | www.mycoitracking.com", "(888) 602-6448 ext 105", and "support@mycoitracking.com". It also includes a note: "If you cannot click on the 'Click Here to Register' link above, copy and paste this link into your Internet browsers address bar:" followed by a long URL. The footer of the email says "powered by myCOI" and "www.myCOITracking.com".

The process begins with you receiving a registration invitation from myCOI. Selecting the "Click Here to Register" link will begin take you directly to the registration page.

The first page of the registration will ask you to set up a user name and password.

myCOI Tracking Success. (888) 692-6448 | [Get help](#)

1 Registration **2 Contact Information** **3 Insurance Agents** **4 Confirm Registration**

Please create a new account or log in

To complete this registration you will need the following information about your insurance agent(s):

- Agent name
- Agency name
- Agency address
- Agency phone number
- Agent email address
- Policy lines written by your agent

If you do not have the above information, you should contact your insurance agent before proceeding.

[Why am I being asked to register?](#)

☒ I need to create a new account with myCOI

USERNAME

PASSWORD

CONFIRM PASSWORD

[Forgot your username or password?](#)

☐ I already have an account with myCOI and want to log in with it

Help

Next >

Next, you will then set a security question.

myCOI

Tracking Success.

(888) 692-6448 | [Get help](#)

1

Registration

2

Contact Information

3

Insurance Agents

4

Confirm Registration

Set Your Security Question & Answer

If you should ever forget your password and need to reset it, you will be asked to provide the answer to your chosen security question.

SECURITY QUESTION *

What was your childhood nickname?

What was the name of your favorite childhood friend?

What is your oldest sibling's birthday month and year? (e.g., January 1900)

What is your oldest sibling's middle name?

What was your childhood phone number including area code? (e.g., 000-000-0000)

What was the name of your first stuffed animal?

What was the last name of your third grade teacher?

What is your youngest brother's birthday month and year? (e.g., January 1900)

In what city or town was your first job?

What is the name of a college you applied to but didn't attend?

< Back

Next >

Help

The next part of the registration will ask you to review and confirm that the contact information myCOI has on file is correct. If the information is incorrect, you will revise the information on this screen before moving forward.

Your Contact Information

This is the person from your organization to whom myCOI will send notification regarding your compliance status.

* Indicates a required field.

COMPANY NAME *

FIRST NAME *

LAST NAME *

ADDRESS 1 *

ADDRESS 2

CITY *

COUNTRY *

UNITED STATES

STATE/PROVINCE *

ALASKA

POSTAL CODE *

PHONE *

EXT:

SECONDARY PHONE

EXT:

FAX *

I DON'T HAVE A FAX NUMBER

EMAIL *

COMPANY TAX ID

YEAR COMPANY STARTED

DO YOU HAVE EMPLOYEES IN THE FOLLOWING STATES? (CHECK ALL THAT APPLY)

[WHAT'S THIS?](#)

☐ NORTH DAKOTA ☐ OHIO ☐ WASHINGTON ☐ WYOMING

Help

Next you will be asked to add your insurance agent contact information and select the policy lines the insurance agent writes for you. If you have multiple insurance agents, there is an "add another agent" button located at the bottom of the screen.

Agent Contact Information

This is the person we will contact to provide certificates of insurance for the policy lines you indicate on the right. You may need to call your insurance agent to get this information.

* Indicates a required field.

AGENT NAME *

AGENCY *

ADDRESS 1 *

ADDRESS 2

CITY *

COUNTRY *

UNITED STATES

STATE/PROVINCE *

ALASKA

POSTAL CODE *

PHONE *

EXT:

ALTERNATE PHONE

EXT:

AGENCY FAX

AGENCY EMAIL *

Select the types of insurance this agent writes for you:

☒ GENERAL LIABILITY

☐ AUTOMOBILE LIABILITY

☐ UMBRELLA/EXCESS

☐ WORKERS COMPENSATION

☐ PROPERTY INSURANCE

☐ PROFESSIONAL LIABILITY

☐ POLLUTION / ENVIRONMENTAL

☐ CARGO LIABILITY

☐ LEASED EQUIPMENT

☐ RIGGER'S LIABILITY

☐ BAILEE'S CUSTOMERS GOODS

☐ INSTALLATION FLOATER

☐ WAREHOUSE LIABILITY

☐ BUILDER'S RISK

☐ STOP GAP

☐ LIQUOR LIABILITY

☐ BOILER & MACHINERY

☐ I HAVE A WORK COMP WAIVER/CLEARANCE

< Back

Add Another Agent

I'm Done >

Help

Once you are finished adding your insurance agent(s), click the "I'm Done" button.

Including the agent's correct email address and selecting the correct types of insurance the agent writes is critical to myCOI's success in obtaining the necessary insurance documents.

On the next screen, you will be able to confirm the information you entered for your insurance agent(s). You are able to go back and revise the information if needed. Once you have confirmed that all insurance agents have been added and all data is correct, click the "Next" button.



Review Insurance Agents

WORKERS COMP WAIVER/SELF-INSURED

If you have a Workers Compensation Waiver or are Self-Insured, you must add your personal contact information as the Agent for the related policy lines.

[Add Another Agent](#)

Name	Agency	# Lines of Coverage	Agent Type	Edit	Delete
ABC Agent	123 Agency	6	Insurance Agent		

[< Back](#)

[Next >](#)

This completes the myCOI registration process! The myCOI system will automatically reach out to your insurance agent(s), using the email address you provided during registration, to obtain a copy of the certificate of insurance and any other necessary insurance related documents.

myCOI Tracking Success.

(888) 692-6448 | [Get help](#)

1 Registration

2 Contact Information

3 Insurance Agents

4 Confirm Registration

Thank You for Registering with myCOI

What happens next?

We will contact your insurance agent(s) shortly to begin requesting certificates of insurance for Demo Account (unless you are self-insured). Please let your insurance agent(s) know that we will be emailing them from the email address CertificateRequest@myCOIsolution.com to request certificates of insurance and that their response is required in order for us to report your compliance.

If you have any further questions about this process, or would like to give us feedback, please email us at support@myCOItracking.com or call us at 888-692-6448 x105.

Does your company track Certificates of Insurance? Would you like an easier way to complete the task?
[Request a demo today!](#)

For security purposes we suggest closing your browser window.

Help

Need more help?

Our myCOI Care Team is always there for you!

[1-317-759-9426 ext 105](tel:1-317-759-9426)

support@myCOItracking.com

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____

Address: _____

(City) (State) (Zip)

Specification #: _____

RFP: _____

Project#: _____

Contract#: _____

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

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

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

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

Name and Address of Certificate Holder and Recipient of Notice	
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.) _____ ZIP Code: _____
 Address: _____
 Attention: _____

Proposal Pages

PROPOSAL PAGES

PROPOSAL

The undersigned proposes to perform the Work as set forth in the Contract Documents for:

CDOT 2026 Job Order Contract for Flatwork

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 for the Unit Prices contained in the Construction Task Catalog[®] multiplied by the applicable Adjustment Factor, 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; 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 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 Adjustment Factor, 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 Adjustment Factor stated is based on the projected cost for the Work that is to be performed, and also includes a proportionate amount of the total cost of the entire Work in full compliance with the Contract Documents and the requirements of the Commissioner and City Chief Procurement Officer, and constitutes compensation in full for performing and completing the work pertaining to said item, free of all claims, liens and charges whatsoever; and

Proposal Pages

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 Detailed Scope of Work within the Job Order Completion Time. It is understood that “Completion” shall mean completion to the point of acceptance by the Commissioner, i.e. substantial completion/beneficial occupancy.

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

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

PUNCH LIST TIME OF COMPLETION

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

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

LIQUIDATED DAMAGES

Failure of the Contractor to complete the Detailed Scope of Work within the Job Order 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.

Liquidated damages shall be as assessed on a Job Order by Job Order basis. If liquidated damages for late completion are to be assessed on a Job Order, it will be so identified in writing prior to the Contractor submitting the Job Order Proposal.

SCHEDULE FOR LIQUIDATED DAMAGES

<u>Job Order Amount</u>	<u>Calendar Day</u>
\$1.00 to \$25,000.00	\$320.00
\$25,000.01 to \$100,000.00	\$1,560.00
\$100,000.01 to \$500,000.00	\$3,000.00
\$500,000.01 to \$1,000,000	\$7,500.00
>\$1,000,000.01	\$10,000.00

Completion of "Punch List" Work: Same as the schedule above.

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

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

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

Award Criteria Determination

SCHEDULE OF PRICES

SCHEDULE OF PRICES PART 1

ADJUSTMENT FACTORS

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Job Order Contract using the Construction Task Catalog® (CTC) and Technical Specifications incorporated herein with the following Adjustment Factors:

Contractor agrees to perform any Pre-Priced Task in the Construction Task Catalog® for the Unit Price multiplied by the quantity, multiplied by one of the Adjustment Factors specified below:

1. **NORMAL WORKING HOURS ADJUSTMENT FACTOR:** Contractor shall perform any or all Work called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the unit price specified in the CTC multiplied by the Adjustment Factor of:

(Specify to four (4) decimal places)

2. **OTHER THAN NORMAL WORKING HOURS ADJUSTMENT FACTOR:** Contractor shall perform any or all Work called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in Job Orders against his Contract for the unit price specified in the CTC multiplied by the Adjustment Factor of:

(Specify to four (4) decimal places)

NOTE: STOP! COMPLETE THE AWARD CRITERIA DETERMINATION IN PART 2 CONTAINED IN THIS SECTION FOUR BEFORE COMPLETING THE AWARD CRITERIA FIGURE BELOW.

3. Award Criteria Figure

(From Line 21 in Part 2)

(Words)

Dollars

(\$ _____)
(Figures)

NOTES TO BIDDER:

- 1) Award Criteria Figure as calculated in Part 2.**
- 2) Bidders should round all quoted Adjustment Factors to the nearest four decimal points.**
- 3) In the event of discrepancy between the Adjustment Factors used on Schedule of Prices Parts 1 and 2, the Adjustment Factors bid in Part 1 - Schedule of Prices will prevail and will be used to calculate the Award Criteria Figure as calculated Part 2.**
- 4) The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the above Schedule of Prices, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error. The Bidder must bid all Adjustment Factors set forth on this Schedule of Prices in Part 1.**

SCHEDULE OF PRICES – PART 2**AWARD CRITERIA DETERMINATION**

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

Each bidder is invited to propose the minority and female employee utilization goals for the project, as percentages of the journeyworker and apprentice and laborer hours to be expended in the construction of the project. Lines 8, 10, and 12 in the formula shall not be greater than 70 percent in each category, for the purpose of canvassing only. The 70 percent limit shall not deter or restrict the fuller utilization of minority employees for the project, but shall only serve as a limiting figure for use in the formula. Similarly, lines 14, 16, and 18 shall not be greater than 15 percent in each category, for the purpose of canvassing only. Actual amounts of minority and female work will be measured for the total hours of construction workers employed on the projects within each of the categories of journeyworkers, apprentice, laborers by the contractor and all of the worksite subcontractors.

Canvassing Formula

Line 1	Normal Working Hours Adjustment Factor	_____
Line 2	Multiply Line 1 by 0.70	_____
Line 3	Other than Normal Working Hours Adjustment Factor	_____
Line 4	Multiply Line 3 by 0.30	_____
Line 5	Add Lines 2 and 4	_____
Line 6	Maximum Potential Value for the Base Term	<u>\$30,000,000</u>
Line 7.	Multiply Line 5 by Line 6 Base Bid, in figures	_____
Line 8.	Percentage of the total journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the Project. (Maximum figure .70)	_____
Line 9.	Multiply Line 8 by Line 7 by 0.04	_____
Line 10.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure .70)	_____
Line 11.	Multiply Line 10 by Line 7 by 0.03	_____

Award Criteria Determination

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

(Maximum figure .70)

Line 13. **Multiply Line 12 by Line 7 by .01**

Line 14. Percentage of the total Journey worker hours that the Contractor proposes to be worked by female Journey workers during construction of the project.

(Maximum figure .15)

Line 15. **Multiply Line 14 by Line 7 by 0.04**

Line 16. Percentage of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project.

(Maximum figure .15)

Line 17. **Multiply Line 16 by Line 7 by 0.03**

Line 18. Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project.

(Maximum figure .15)

Line 19. **Multiply Line 18 by Line 7 by 0.01**

Line 20. **Summation of Lines 9, 11, 13, 15, 17, and 19**

Line 21. **Subtract Line 20 from Line 7 = Award Criteria Figure**

The bidder shall complete the Canvassing Formula and transfer the final Award Criteria Figure, Line 21, to the space provided in Schedule of Prices Part 1. A contract in the amount of the Total Base Bid will be awarded to the responsible bidder with the lowest Award Criteria Figure. The City reserves the right to revise all arithmetic calculations for correctness.

The Contractor is obliged during the construction of the Project to fulfill every numerical commitment made under the Canvassing Formula categories. Therefore, every limiting condition of circumstance which may affect referral, hiring, or deployment of construction trades employees must be taken into account by the bidder before the commitment is proposed. Limits imposed by the policies or circumstances of labor organizations or other referral resources, for example, should be anticipated by the bidder, since relief from the contractor's obligations as established under the Canvassing Formula is not available due to such circumstances found to exist during Construction. Also, if Journey workers will not be employed in the project, or Apprentices, or Laborers, then the proposal made in the appropriate Lines, Lines 6 and 14, or Lines 10 and 16, or 12 and 18, should be entered as "0 percent" since no Journey worker or Apprentice or Laborer hours are reported after construction, this will be computed by the City as "0 percent," minority/female hours achieved.

Award Criteria Determination

If commitments are made in the Apprentice category, Lines 10 and 16, the total apprentice hours to be employed on the projects should be anticipated to be a substantial number of hours; since it is the intention of the City that where a commitment for a percentage of minority or female Apprentices has been made, the percentage may be counted as fulfilled only as long as there were provided at least 40 actual hours of minority or female employment as Apprentices. For this reason, where a minority or female percentage commitment has been made, if in the final audit of the performance of the Contract there are less than 40 actual hours of minority or female Apprentice work performed, then the number of minority or female apprentice hours will be counted by the City as "0" for the purpose of measuring the achievement towards the apprentice canvassing formula goal.

Therefore, notice that when the Contractor is performing at a level under a minority or female Apprentice goal, Line 10 or Line 16 above, the Contractor will be subject to the full amount of liquidated damages, see Lines 11 and 17, if at least 40 actual hours of minority or female Apprenticeship work are not achieved. When the bidder foresees that this minimum amount of apprenticeship is not available to the project, then "0" should be put in Lines 10 and 16 as the percentage commitment for apprentices.

The Contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for noncompliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted with the proposal on Lines 8, 10, 12, 14, 16, and 18 of the canvassing formula, covering Journey workers, Apprentices, and Laborers, respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor.

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

Liquidated Damages

For each one percent (1%) deficiency of minority journey workers not utilized toward the goal (Line 8), four cents for each hundred dollars of the base bid, calculated as follows:

Line 7	X	.04
100		

Each one percent (1%) deficiency of shortfall toward the goal line (Line 14) for female Journey workers shall be computed in the same way.

For each one percent (1%) deficiency of minority Apprentices not utilized toward the goal (Line 10), three cents per each hundred dollars on the base bid, calculated as follows:

Line 7	X	.03
100		

Award Criteria Determination

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

For each one percent (1%) deficiency of minority Laborers not utilized towards the goal (Line 12), one cent per each hundred dollars of the Base Bid, calculated as follows:

Line 7	X	.01
100		

Each one percent shortfall toward the goal (Line 18) for female Laborers shall be computed in the same way.

Reporting

The Contractor shall submit to the City on a timely basis a completed weekly certified payroll, (U.S. Department of Labor Form WH-347, Illinois Department of Transportation Form RE-48, or equivalent) with race and gender of employees clearly named or coded each week. The Contractor is responsible for forwarding every worksite Subcontractor's weekly certified payroll. Supportive information regarding an employee's race, gender or work classification of such is required by the City. Failure to report fully all required workforce information will subject the contractor to liquidated damages in the total amount listed in Line 20 above.

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

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

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

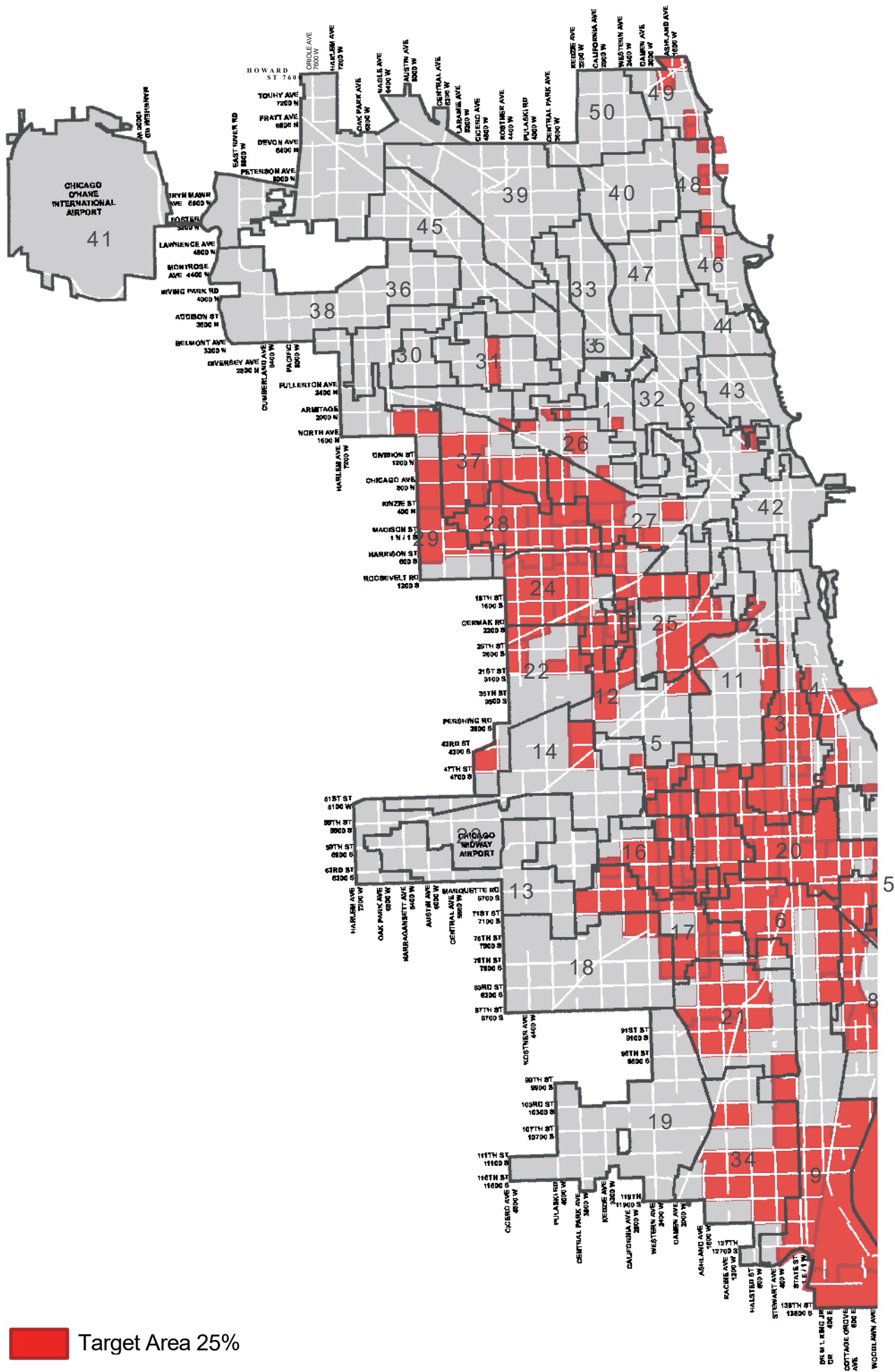
Award Criteria Determination

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

Other Regulations

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

See Map of Socioeconomically Disadvantaged Areas on following page.



 Target Area 25%

7

10

40

SCHEDULE OF PRICES – PART 3

CALCULATION OF BID ADJUSTMENT FACTORS

CONFIDENTIAL

INSTRUCTIONS:

Bid Form 3 is required only if the Combined Adjustment Factor is below a 1.0000.

Failure to provide adequate justification on PART 3 that all costs described above have been taken into account may result in the bid being declared rejected as non-responsive to this requirement.

It is expected that the Bidder perform a detail analysis of the Construction Task Catalog®(CTC). Explain in detail the process you used to evaluate the pricing in the CTC and how that evaluation process resulted in the bid adjustment factors. The Bidder must demonstrate to the City that adequate analysis was conducted to justify your bid adjustment factors. This must be in detail for each of the two adjustment factors below. **Please provide sufficient information and analysis to substantiate the Bidder is able to cover costs, overhead, and profit with an Adjustment Factor below 1.0000. Use additional sheets as necessary.**

PART 1: CALCULATION OF THE NORMAL WORKING HOURS ADJUSTMENT FACTOR:

PART 2: CALCULATION OF OTHER THAN NORMAL WORKING HOURS ADJUSTMENT FACTOR:

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.

Requirements for Bidding and Instructions for Bidders

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

3. Preparation of Proposal

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

If bidder is a corporation, the President and Secretary of Bidder Corporation 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

The Bidder shall submit its bid in accordance with Appendix 1 - eProcurement. Failure to submit in accordance with Appendix 1 - eProcurement may result in rejection of the bid.

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

Requirements for Bidding and Instructions for Bidders

contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

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

7. Compliance with Child Support Orders Ordinance

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

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

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

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

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

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

8. Consideration of Proposals

The Chief Procurement Officer represents and acts for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action. The proposal is

Requirements for Bidding and Instructions for Bidders

contained in these contract documents and **MUST NOT BE DETACHED HERE FROM** by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

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, 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

All bidders must furnish evidence of their ability to bond a project of up to \$15,000,000 with their bid. A letter from the surety will meet this requirement. The successful Primary Bidder must provide a Contractor's Performance and Payment Bond in the amount of \$15,000,000 prior to contract award, a specimen which is found herein.

The successful Primary Bidder shall, within seven (7) calendar days of receipt of notice from the City, furnish a Performance and Payment Bond in the amount of \$15,000,000 required by the CPO. 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. Secondary and Tertiary Bidder(s) shall, within seven (7) calendar days of receipt of notice from the city, furnish a Performance and Payment Bond to be no less than the greater of \$100,000 or 10% of the Maximum Potential Value of the Base Term. If the City exercises an Option Term, the Primary Contractor shall provide to the City a new Performance and Payment Bond in the amount of \$15,000,000.

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 and Payment 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. The forfeiture of the bid deposit will not limit any other City remedies against Bidder.

Requirements for Bidding and Instructions for Bidders

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 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.

Requirements for Bidding and Instructions for Bidders

17. Taxes

With few exceptions, Federal Excise Tax does not apply to materials purchased by the City of Chicago. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax also do not apply to materials or services purchased by the City of Chicago. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal Laws and Regulations.

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:

<https://www.chicago.gov/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/contractorsstatementexperiencefinancialcondition.pdf>

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

19. Notices

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

20. Acknowledgment of Receipt of Addenda

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

Requirements for Bidding and Instructions for Bidders

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 bidrigging or bid-rotating activities as defined in the Economic Disclosure Statement and Affidavit. The certification is required in accordance with the Illinois Criminal Code.

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

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

23. Protests

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

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

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

24. Multi-Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects as described in the PLA, which is hereby incorporated by reference. A copy of the PLA, with appendices, may

Requirements for Bidding and Instructions for Bidders

be found on the City's website at https://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/multi-project_laboragreementplaandplasignatoryunions.html.

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

25. Prevailing Wage Rates

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

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

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

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

26. Title VI Solicitation Notice

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

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

In accordance with Section 2-92-612, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the “Sexual Harassment Policy Affidavit” included in Book 2) that Bidder has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Bidder shall include its “Sexual Harassment Policy Affidavit” with its bid submission.

Requirements for Bidding and Instructions for Bidders

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

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

Licensing of General Contractors

LICENSING OF GENERAL CONTRACTORS

- 4-36-010 Definitions.
- 4-36-020 License – Required.
- 4-36-030 License classifications.
- 4-36-040 License – Posting – Nontransferability.
- 4-36-050 License – Application.
- 4-36-060 License issuance and renewal prohibited when.
- 4-36-070 License – Fee – Termination.
- 4-36-080 License number to be printed where.
- 4-36-090 Proof of insurance – Required.
- 4-36-100 Reserved.
- 4-36-110 Unlawful acts.
- 4-36-120 Duties.
- 4-36-130 Permit privileges – Suspension.
- 4-36-140 License – Immediate suspension based upon a pattern of substantial code violations.
- 4-36-145 License suspension pending final adjudication of a bribery charge.
- 4-36-150 License – Suspension or revocation.
- 4-36-160 License revocation – Four-year wait for new license.
- 4-36-170 Regulations.
- 4-36-180 Enforcement.
- 4-36-190 Violation – Penalty.

4-36-010 Definitions.

As used in this chapter:

“Act related to general contracting” means: (1) any activity requiring a license under this chapter; or (2) any conduct regulated by this chapter; or (3) any activity requiring a building permit issued under Chapter 14A-4 of this Code or a sign permit under Article XIII of Chapter 13-20 of this Code; or (4) any duty or other requirement imposed by this chapter; or (5) any inspection of a building or premises or performance of other legal or work-related duty by a city inspector, city personnel or other government official in connection with: (i) the issuance of a general contractor license under this chapter, or (ii) the issuance of a building permit under Chapter 14A-4 of this Code, or (iii) for the purpose of enforcing the requirements of the building code, zoning code or any other law regulating building construction or the health or safety of construction site workers, of the current or eventual users or occupants of a building or premises or of the general public.

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

“City” means the City of Chicago.

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

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

“Department” means the department of buildings.

“Commissioner” means the commissioner of buildings.

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

Licensing of General Contractors

“General contractor” means any person who, as an investment or for compensation or with the intent to sell or to lease, (i) arranges or submits a bid or offers to undertake or purports to have the capacity to undertake or undertakes, through himself or through others, to erect, construct, alter, repair, move, install, replace, convert, remodel, rehabilitate, modernize, improve or make additions to any building as defined in Chapter 14B-2 or to any appurtenance thereto attached to real estate and located on the same lot as the building, including, but not limited to, driveways, swimming pools, porches, decks, garages, fences, fallout shelters and other accessory objects or uses; and (ii) retains for himself control over the means, method and manner of accomplishing the desired result; and (iii) whose business operations, in whole or in part, require the hiring or supervision of one or more persons from any building trade or craft, including, but not limited to, plumbing, masonry, electrical, heating, air-conditioning or carpentry. The term includes nonresident general contractors who do business within the city and developers of conversion condominiums as defined in the Condominium Property Act, as amended.

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

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

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

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

4-36-020 License – Required.

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

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

- (1) Any subcontractor, employee or agent working for or under the supervision of a general contractor licensed or required to be licensed under this chapter and acting within the scope of his contract, employment or agency;
- (2) Any person who merely furnishes materials or supplies for use at a construction site without fabricating them into, or consuming them in the performance of, the work of a general contractor;
- (3) Any person licensed by the City of Chicago as a mason contractor, plumbing contractor or electrical contractor and acting within the scope of his license;
- (4) Any licensed architect or engineer acting within the scope of his license;
- (5) Any person who does general contracting work on property that constitutes his primary residence, if the primary residence is (i) a single-family residential building or (ii) a multiple-family residential building that does not exceed three stories above grade plane in height and contains six or fewer dwelling units as defined in Section 14B-2 of this Code. This exception is limited to one such property during a calendar year;
- (6) Any person who hires a general contractor licensed under this chapter to do general contracting work on the person's property;

Licensing of General Contractors

- (7) Any property owner, or employee or agent thereof, who does minor nonstructural repairs on the owner's property; and
- (8) A governmental entity for work upon premises owned by the governmental entity and performed by employees of the governmental entity.

4-36-030 License classifications.

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

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

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

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

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

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

4-36-040 License – Posting – Nontransferability.

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

4-36-050 License – Application.

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

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

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

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

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

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

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

- (A) Any person whose license under this chapter has been revoked for cause at any time within the last four years;
- (B) Any person whose permit privileges have been suspended pursuant to Section 4-36-130 until such time that the suspension is lifted by the department of buildings;
- (C) Any person who is under the age of 18;
- (D) Any person who has been convicted, in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony or criminal offense of whatever degree involving bribery, unless, upon request of such person, the commissioner determines that such person has been substantially rehabilitated to warrant the public trust. The burden of proof of substantial rehabilitation shall be on the person seeking such rehabilitation; and
- (E) Any person who is currently under indictment or has been charged under any State or Federal law with the crime of bribery.

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

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

4-36-070 License – Fee – Termination.

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

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

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

4-36-090 Proof of insurance – Required.

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

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

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

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

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

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

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

Licensing of General Contractors

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

4-36-100 Reserved.

4-36-110 Unlawful acts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4-36-120 Duties.

A licensee under this chapter shall have the following duties:

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

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

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

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

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

(F) To keep a copy of proof of insurance, as required under Section 4-36-090, at the following locations: (1) the licensee's principal office or place of business, as identified in the license application; and (2) each construction site within the city managed or controlled by the

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licensee. Upon request, proof of insurance shall be made available for inspection by any city inspector or other authorized city official.

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

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

4-36-130 Permit privileges – Suspension.

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

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

If the commissioner of buildings determines that a licensee is engaging in or has engaged in a pattern of substantial code violations, the commissioner may order the temporary suspension of any license issued pursuant to this chapter for a period not to exceed ten days. Notice of the temporary suspension and the grounds for that suspension shall be immediately sent or delivered to the licensee. The licensee shall have an opportunity for a hearing before the department of business affairs and consumer protection prior to the expiration of the ten day temporary suspension. If the department of business affairs and consumer protection determines by a preponderance of the evidence that a pattern of substantial code violations exists, nothing in this section shall prevent the department of business affairs and consumer protection from suspending the licensee's general contractor license for a longer period of time or from revoking the license in accordance with Section 4-4-280 of this Code.

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

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

If the commissioner has knowledge that a licensee under this chapter or any controlling person has been indicted or charged with any offense set forth in item (L) of Section 4-36-110 or with a similar offense under any State or Federal law and the commissioner determines that continued operation of the licensed business or activity may pose a threat to the public health, safety or welfare or may threaten to impair public confidence in the licensed business or activity, the commissioner may suspend the general contractor license of such licensee, in accordance with the requirements of Section 4-4-280, until final adjudication is made with respect to such offense. The subject matter of any hearing conducted under Section 4-4-280 shall be limited to determining (1) whether the licensee or any controlling person has, in fact, been indicted or charged with any offense set forth in item (L) of Section 4-36-110 or with a similar offense under any State or Federal law; and (2) whether such offense is connected in any way with an act related to general contracting; and (3) whether continued operation of the licensed business or activity may pose a

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threat to the public health, safety or welfare or may threaten to impair public confidence in the licensed business or activity. The burden of proving that continued operation of the licensed business or activity does not pose a threat to the public health, safety or welfare and does not threaten to impair public confidence in the licensed business or activity shall be on the licensee.

4-36-150 License – Suspension or revocation.

Any violation of this chapter or of the building code or of any regulation promulgated thereunder may result in license suspension or revocation in accordance with Section 4-4-280 or Section 14A-3-305 of this Code.

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

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

4-36-170 Regulations.

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

4-36-180 Enforcement.

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

4-36-190 Violation – Penalty.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B
PAY PERIOD CANVASS REPORT

Contractor:	
Title:	

Specification #:	
Award Amount:	

Week Number	Week Ending	Journeyworker			Apprentice			Laborer			Chicago Residents
		Total	Minority	Female	Total	Minority	Female	Total	Minority	Female	
TOTALS											

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

EXHIBIT C PAYROLL CANVASS SURVEY REPORT

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

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

AFFIDAVIT OF UNCOMPLETED WORK

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

PART I. WORK UNDER CONTRACT

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

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

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

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

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

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

AFFIDAVIT OF UNCOMPLETED WORK

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

AFFIDAVIT OF UNCOMPLETED WORK

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

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

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

My commission expires _____

State of _____

County of _____

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

Notary Public Signature
Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No. 1301245A**, containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Construction Task Catalog[®] 5) Technical Specifications, 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. 1301245A**, containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Construction Task Catalog® 5) Technical Specifications, 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. 1301245A**, containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Construction Task Catalog[®] 5) Technical Specifications, Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

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

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

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

BUSINESS NAME: _____

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

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

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: _____

(Signature)

Address: _____

(Print or Type)

Partner Signature: _____

(Signature)

Address: _____

(Print or Type)

Partner Signature: _____

(Signature)

Address: _____

(Print or Type)

State of _____

County of _____

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

Notary Public Signature

Commision Expires: _____

PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No. 1301245A**, containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Construction Task Catalog® 5) Technical Specifications, 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.: 1301245A _____

Vendor Name: _____

Total Amount (Value): \$30,000,000.00 _____

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: MBE/WBE Affidavit of Joint Venture

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

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

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

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

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

V. Attach a copy of the joint venture agreement.

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

VI. Ownership of the Joint Venture.

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

B. Specify MBE/WBE 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: _____

Revised 07/27/04

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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

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

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

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

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

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

VII. Control of and Participation in the Joint Venture.

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

- A. Joint venture check signing:

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

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

- D. Acquisition of lines of credit:

- E. Acquisition and indemnification of payment and performance bonds:

- F. Negotiating and signing labor agreements:

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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

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

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

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

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

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

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____(Seal)



SCHEDULE C

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

**FOR
CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

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

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

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

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

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

Subtotal: \$ _____

Total @ 100%: \$ _____

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

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

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

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

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

(Name/Title-Please Print)

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

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

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ _____

Total @ 100%: \$ _____

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

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

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

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

(Email & Phone Number)

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

(Name/Title-Please Print)

(Email & Phone Number)



SCHEDULE C

MBE/WBE Letter of Intent to Perform
2nd Tier Subcontractor to the Prime Contractor

**FOR
CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____
(Name of 1st Tier Contractor)

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

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

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

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

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

Subtotal: \$ _____

Total @ 100%: \$ _____

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

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

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

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

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

(Name/Title-Please Print)

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

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

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

Subtotal: \$ _____

Total @ 100%: \$ _____

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

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

(If not the undersigned, signature of person who filled out this Schedule C)_____
(Date)_____
(Name/Title-Please Print)_____
(Company Name-Please Print)_____
(Email & Phone Number)_____
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)_____
(Date)_____
(Name/Title-Please Print)_____
(Email & Phone Number)

SCHEDULE C (Construction)

MBE/WBE Letter of Intent to Perform as a SUPPLIER

Project Name: _____ Specification Number: _____

From: _____
(Name of MBE or WBE Firm)

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

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

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

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

Line 1: Sub Total: \$ _____

Line 2: Total @ 100%: \$ _____

Line 3: Total @ 60%: \$ _____

Partial Pay Items.

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

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

Line 1: Sub Total: \$ _____

Line 2: Total @ 100%: \$ _____

Line 3: Total @ 60%: \$ _____

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

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

Date

Name /Title (Print)

Phone Number

Email Address


SCHEDULE D: Compliance Plan Regarding MBE And
**FOR
CONSTRUCTION
PROJECTS ONLY**

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

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

Project Name: _____

Specification No.: _____

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

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

(Name of Prime Contractor)

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

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

SCHEDULE D: Compliance Plan Regarding MBE And WBE Utilization

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

☐ Check here if the following is applicable: The Prime Contractor intends to enter into mentor protégé agreements with certain MBEs/WBEs listed above as indicated by entries in the "Mentor Protégé Program Credit Claimed" column. Copies of each proposed mentoring program, executed by authorized representatives of the Prime Contractor and respective subcontractor, are attached to this Schedule D. The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Total MBE Participation \$ _____

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

Total WBE Participation \$ _____

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

Total Bid \$ _____

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

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

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE
City Funded Instructions and Execution Documents (Rev. September 2018)

SCHEDULE D: Compliance Plan Regarding MBE And WBE Utilization

PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

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

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

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

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

Duplicate sheets as needed.

Project Name: _____

Specification #: _____

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

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

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

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

(Name of Prime Contractor - Print or Type)

(Signature)

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

(Date)

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

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

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

Notary Public Signature

(Seal)

Commission Expires:_____

07/29/04

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

Project Name: _____

Specification # _____

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

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

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

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

Good Faith Efforts Checklist from Schedule D

Attach additional sheets as needed.

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

_____ Provided timely and adequate information about the plan, specifications and requirements of the contract.
Attach copies of contract information provided to MBES and WBEs.

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

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

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

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

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

Describe assistance efforts.

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

Describe assistance efforts.

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

Describe efforts to use agencies listed on Attachment A.

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

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

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

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

Signature of Notary Public

(Seal)

MINORITY AND WOMEN'S BUSINESS ENTERPRISE COMMITMENT FORM

for

CHICAGO DEPARTMENT OF TRANSPORTATION

CDOT 2024 Job Order Contract for Flatwork

Specification Number: 1301245A

BIDDER: _____

Indicate if your firm is a certified minority-owned business ☐ Yes ☐ No

If "Yes", please attach a copy of current certification

I HEREBY DECLARE AND AFFIRM that I am a duly authorized

representative of: _____,
Bidder's Name

that I have personally reviewed the Contract Documents, the M/WBE Goals set forth herein, and
commit to meeting or exceeding the MBE goal of 30%, WBE goal of 7% and VBE goal of 1%.

Signature of Owner/President (*or Authorized Representative*)

Title

Phone Number

Date

(seal)

Notary Public Signature

Commission Expires: _____

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

Specification No.: _____

Department Project No.: _____

Date: _____

Voucher No.: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____

(Title - Print or Type)

and duly authorized representative of _____

(Name of Company - Print or Type)

(Address of Company)

(_____)

(Phone)

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

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

TOTAL AMOUNT PAID TO MBEs TO DATE: \$ _____

TOTAL AMOUNT PAID TO WBEs TO DATE: \$ _____

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

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

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

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

Signature of Notary Public

(Seal)

(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	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

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

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 4%, 6%, or 8%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC"), is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid. In the event the Bidder selects the wrong percentage or fails to select a percentage in Question 1 of the affidavit, but answers all other questions applicable to the percentage preference for which the bidder is eligible, the Bidder will remain eligible for the incentive in the amount supported by the answers on this affidavit.

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

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

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

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

Name of Bidder (Print or Type): _____

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

Title of Signatory (Print or Type): _____

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

(Signature of Notary Public)

(seal)

ELIGIBLE BUSINESS FOR BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

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

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

2. Street address of principal place of business: _____

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

Line 3(a): _____

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

Line 4(a): number of vehicles _____

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

%

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

Line 5(a): number of vehicles _____

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

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

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

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

(Signature of Notary Public)
(Seal)

VETERAN-OWNED SMALL LOCAL BUSINESSES AND ELIGIBLE JOINT VENTURES AFFIDAVIT

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

1. Is bidder a "veteran-owned small local business" as defined in Book 1, Section XXII.D. of this bid solicitation and in MCC 2-92-920?

() Yes () No

If Yes, attach the bidder's current City of Chicago VBE certification letter and skip to #7 below.

2. Is bidder an "eligible joint venture" as defined in Book 1, Section XXII.D. of this bid solicitation and in MCC 2-92-920?

() Yes () No

3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-920?

() Yes () No

4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in MCC 2-92-920?

() Yes () No

5. Is the veteran-owned business identified in #4 above an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?

() Yes () No

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

6. Is the veteran-owned business identified in #4 above certified by either: (i) the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) the County of Cook as a veteran business enterprise; (iii) the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business? If yes to any of the above, please provide appropriate documentation.

() Yes () No

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

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

County: _____

9. Does the veteran-owned business or eligible joint venture (as applicable) commit to self-performing at least 20% of the work under the contract?

() Yes () No

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

Bidder must complete the applicable signature line(s) on the following page.

Veteran-Owned Small Local Businesses AND ELIGIBLE JOINT VENTURES Affidavit – signature page

Required Signature for All Applicants

Name of Veteran-Owned Business: _____

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____

(Signature)

Title of Signatory: _____

(Print or Type)

Additional Required Signatures for Eligible Joint Venture Applicants

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

(Print or Type)

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

(Print or Type)

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

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

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

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

(Signature of Notary Public)

(Seal)

BIDDER'S COMMITMENT TO UTILIZE VETERAN-OWNED SUBCONTRACTORS AFFIDAVIT

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

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

1. Contract title: _____
Specification #: _____

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

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

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

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

Signature page follows.

BIDDER'S COMMITMENT TO UTILIZE VETERAN-OWNED SUBCONTRACTORS AFFIDAVIT – SIGNATURE PAGE

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

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

(Signature of Notary Public)

(Seal)

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

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

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

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

1. Contract title: _____
Specification #: _____

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

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

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

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

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

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

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

Attach a copy of the earned credit certificate for verification.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

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

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

(Signature of Notary Public)

(Seal)

BIDDER'S COMMITMENT TO UTILIZE RETURNING RESIDENT APPRENTICES

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

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

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

1. Contract title: _____
Specification #: _____

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

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

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

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

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

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

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

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

Attach a copy of the earned credit certificate for verification.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

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

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

(Signature of Notary Public)
(SEAL)

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

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

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

1. Contract title: _____
Specification #: _____

2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

() 2% to 5%-- 1% incentive

() 6% to 9%-- 2% incentive

() 10% to 13%-- 3% incentive

() 14% or greater-- 4% incentive

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

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

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____
County of _____

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

(Signature of Notary Public)
(Seal)

MENTORING PROGRAM BID PREFERENCE AFFIDAVIT

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

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

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

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

Contract title: _____

Specification #: _____

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

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

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____
County of _____

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

(Signature of Notary Public)

(Seal)

SEXUAL HARASSMENT POLICY AFFIDAVIT (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: CDOT 2026 Job Order Contract for Flatwork

Specification #: 1301245A

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)

DIVERSE MANAGEMENT AND WORKFORCE Bid Incentives Affidavit

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

The Bid Incentives to Encourage Diverse Management and Workforce as described in MCC 2-92-407 are applicable to competitively bid contracts funded solely by City funds. Bidder may qualify for and apply for both or either of the diverse management and diverse workforce bid incentives. Additional information on these bid incentives including Affirmative Action Advisory Board decisions, if any, may be found on the DPS Website at <https://www.chicago.gov/city/en/depts/dps.html>.

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

In the event the Bidder selects the wrong percentage or fails to select a percentage in Question(s) 1 and/or 2 of the affidavit, but answers all other questions in the affidavit, the Bidder will remain eligible for the incentive in the amount supported by the answers on this affidavit and the information provided in the completed Detailed Diverse Management and Detailed Diverse Workforce Excel sheets. Attach additional sheets if necessary.

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

Contract title: _____

Specification #: _____

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

() 10% to 20% — 0.5% incentive

() Greater than 20% to 40% — 2% incentive

() Greater than 40% — 4% incentive

() N.A. – not requesting diverse management incentive

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

() 10% to 20% — 2% incentive

() Greater than 20% to 40% — 4% incentive

() Greater than 40% — 6% incentive

() N.A. – not requesting diverse workforce incentive

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

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

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

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

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

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

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

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

Name of Bidder: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

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

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

(Signature of Notary Public)

(Seal)

[DWM Excel Chart](#)

CONTRACTOR'S AFFIDAVIT REGARDING REMOVAL OF ALL WASTE MATERIALS AND
IDENTIFICATION OF ALL DISPOSAL FACILITIES

PROJECT: _____
PERSON COMPLETING THIS FORM: _____ **PHONE NUMBER:** _____

Provide the requested information for each facility Contractor proposes to accept the waste materials generated during the above-named project. This includes fill locations, landfills, recycling facilities, composting facilities, and any other disposal facility. Attach copied pages as needed. The Facility ID number is issued on the permit by the IEPA, USEPA, or other state licensing agencies for any facility outside Illinois. These waste facilities must meet all zoning and other requirements.

TYPE OF MATERIALS TO BE REMOVED:
FACILITY LEGAL NAME:
FACILITY ADDRESS:
FACILITY CONTACT & PHONE:
FACILITY PERMIT ID NUMBER:
PERMIT/LICENSE IS ATTACHED: YES ☐ NO ☐

TYPE OF MATERIALS TO BE REMOVED:
FACILITY LEGAL NAME:
FACILITY ADDRESS:
FACILITY CONTACT & PHONE:
FACILITY PERMIT ID NUMBER:
PERMIT/LICENSE IS ATTACHED: YES ☐ NO ☐

TYPE OF MATERIALS TO BE REMOVED:
FACILITY LEGAL NAME:
FACILITY ADDRESS:
FACILITY CONTACT & PHONE:
FACILITY PERMIT ID NUMBER:
PERMIT/LICENSE IS ATTACHED: YES ☐ NO ☐



BID BOND

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

PRINCIPAL (Legal name and business address)

State of incorporation or organization:

SURETY (Legal name and business address)

State of incorporation:

BID IDENTIFICATION

BID OPENING DATE:

SPECIFICATION NUMBER:

SPECIFICATION TITLE (AND PROJECT NUMBER IF AVAILABLE):

PENAL SUM OF BOND

_____% , _____ PERCENT OF BASE BID

Surety Bond No.:

Obligation:

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

Conditions:

The Principal has submitted the bid identified above.

Therefore:

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

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

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

Witness:

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

PRINCIPAL

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

SURETY

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

NOTARY

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

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

 NOTARY PUBLIC

Notary Seal

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

INSTRUCTIONS FOR CITY OF CHICAGO BID BOND FORM

Bidders/Proposers: Give these instructions to your surety.

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

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

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

Sealed with our seals and dated this _____ day of _____ A.D., 20____

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. _____ and Specification No. _____ all in conformity with said contract, for,

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

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

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

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

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

Approved _____, 20____ (Seal)

_____, 20____ (Seal)

Purchasing Agent (Seal)

_____, 20____ (Seal)

Approved as to form and legality: _____ (Seal)

Assistant Corporation Counsel (Seal)

PRINCIPAL
IF CORPORATION

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

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, } ss.
COUNTY OF COOK, }

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, } ss.
COUNTY OF COOK, }

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

GRC-160211-26-1