CONTRACTOR:	
CONTACT NAME:	
ADDRESS:	
CITY/STATE/ZIP:	
PHONE NUMBER:	
FAX NUMBER:	
EMAIL:	

TO BE EXECUTED IN DUPLICATE WHEN SUBMITTED VIA HARD COPY

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1605

WORKS PROGRESS ADMINISTRATON ("WPA") STREET RECONSTRUCTION (FILLMORE STREET) WEST FILLMORE STREET FROM SOUTH CAMPBELL AVENUE TO DEAD END WEST CHICAGO, IL 60612 PROJECT #22687 CDOT PROJECT #B-3-687

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Brandon Johnson Chairman

Ray Giderof Acting Executive Director

Richard J. Daley Center 50 West Washington Street Room 200 Chicago, Illinois 60602 312-744-3090 www.pbcchicago.com

ISSUED FOR BID ON: 11/16/2023

Any Contract entered into as a result of this bid process is governed by: All Volumes (as applicable) of Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts" and Book 3 - "Technical Specifications" and the Drawings.

TABLE OF CONTENTS

I.	INTRODUCTION	2
II.	PROJECT INFORMATION	2
Α.	GENERAL INFORMATION	2
В.	MANDATORY PROJECT SPECIFIC CONTRACTOR STAFFING REQUIREMENTS	3
C.	SCHEDULING SOFTWARE REQUIREMENTS	4
D.	ONLINE COLLABORATION AND DOCUMENTATION MANAGEMENT SYSTEM REQUIREMENTS	4
E.	TIME OF COMPLETION	4
F.	COMMISSION'S CONTRACT CONTINGENCY	4
G.	COPIES OF DRAWINGS AND SPECIFICATIONS	4
H.	LIQUIDATED DAMAGES	4
Ι.	PREVAILING WAGE RATES	5
III.	INSTRUCTIONS FOR BIDDERS	5
Α.	EXAMINATION OF DOCUMENTS BY BIDDER	5
В.	INTERPRETATIONS OF ADDENDA	5
C.	PRE-QUALIFICATION OF BIDDERS	5
D.	EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER	5
E.	PREPARATION OF BID	6
F.	BID DEPOSIT	6
G.	BIDDER'S EXECUTION OF BID	7
H.	AFFIDAVIT OF NON-COLLUSION	7
Ι.	MBE AND WBE COMMITMENTS	7
J.	LOCAL BUSINESS SUBCONTRACTING PARTICIPATION AND COMMUNITY HIRING	7
K.	DISCLOSURE OF RETAINED PARTIES	
L.	SUBMISSION OF BID	8
М.	WITHDRAWAL OF BIDS BEFORE BID OPENING	8
N.	OPENING OF BIDS	8
0.	EVALUATION OF BIDS	8
Ρ.	BASIS OF AWARD	8
Q.	PERFORMANCE AND PAYMENT BOND AND INSURANCE	9
R.	PROTESTS	9
S.	LICENSING	9
Τ.	AWARD OF CONTRACT, CANCELLATION, OR REJECTION OF BIDS	10
U.	ALTERNATES	10
IV.	BID AND EXECUTION DOCUMENTS	11
Α.	CONTRACTOR'S BID	11
В.	BID FORM – WPA STREET RECONSTRUCTION (FILLMORE STREET) – BASE BID	12
C.	SITE WORK ALLOWANCE SCHEDULE	13

D.	SCHEDULE OF PRICES	14
E.	ADDITIONAL ALLOWANCE SCHEDULES	20
F.	ALTERNATES	20
G.	ACCEPTANCE OF THE BID	21
V.	BID SUPPORT DOCUMENTS	22
A.	BASIS OF AWARD (AWARD CRITERIA FIGURE)	22
VI.	ADDITIONAL DOCUMENTS TO BE EXECUTED	26
	Affidavit of Non-collusion	26
	SCHEDULE B - Joint Venture Affidavit (1 of 3)	27
	SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)	30
	SCHEDULE E - Request for Waiver from MBE/WBE Participation	34
	Disclosure of Retained Parties	35
	Performance and Payment Bond	37
	Bond Approval	40
DOC	UMENT SUBMITTAL CHECKLIST	41
EXHI	IBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE OCTOBER 5, 2023	42
	IBIT #2 INSURANCE REQUIREMENTS	
EXHI	IBIT #3 PROJECT COMMUNITY AREA MAP	47
EXHI	IBIT #4 ASSIST AGENCIES	48

I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of Book 1, which along with Book 2, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 3 is the Technical Specifications for the work to be performed on this project. The architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

II. PROJECT INFORMATION

A. General Information

1. Bids will be received by the Public Building Commission of Chicago for the following Project in accordance with the Contract Documents set forth below:

CONTRACT NO. C1605

WORKS PROGRESS ADMINISTRATION ("WPA") STREET RECONSTRUCTION (FILLMORE STREET) WEST FILLMORE STREET FROM SOUTH CAMPBELL AVENUE TO DEAD END WEST CHICAGO, IL 60612 PROJECT #22687 CDOT PROJECT #B-3-687

2. General Description of Scope of Work:

The project consists of a Works Progress Administration ("WPA") street reconstruction Project including: full depth pavement reconstruction of West Fillmore Street between South Campbell Avenue and Dead End West. More specifically, work consists of: full-depth pavement reconstruction of West Fillmore Street from South Campbell Avenue to Dead End. Work includes but isn't limited to excavation, portland cement concrete base course, hot-mix asphalt surface course, sewer main and drainage structures, water main, concrete curb and gutter, concrete sidewalks, tactile/detectable warning surface system for curb ramps, concrete driveways and alleys, lighting, thermoplastic pavement marking, signs, topsoil, sodding, and tree planting. Contractor will be required to prepare and submit a Site Utilization Plan for approval prior to mobilization.

- 3. Construction Budget for Base Work Only: \$1,800,000.00 to \$2,000,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
- 4. User Agency: City of Chicago Department of Transportation (CDOT)
- 5. Project is located in Ward: 28
- 6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
- 7. Requests for Information: Bidders are to submit requests for information, in writing, via email to the attention of Mr. James Borkman, PBC Contract Officer at: james.borkman@cityofchicago.org.
- 8. Contract Documents Availability: Documents are available at: Cushing and Company, 213 W. Institute PI. Suite 200 Chicago, IL 60610. Contact name: Joe Ott. Telephone number: 312-266-8228.

Cushing and Company Planroom: http://dfs.cushingco.com/pbc.htm

- 9. Pre-Bid Meeting Date, Time, and Location: November 28, 2023, at 10:00a.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.
- 10. Technical Review Meeting Date, Time, and Location: November 28, 2023, at 10:30a.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.
- 11. Site Visit Meeting Date, Time, and Location:

Bidders shall be responsible for inspecting the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the site logistics required in the successful performance of this Contract. Failure of the Bidders to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

*NOTES REGARDING MEETINGS:

- a. Meetings referenced in Items #9, 10, and 11 above are NOT mandatory.
- b. Subcontractors and Suppliers are encouraged to attend the meetings.
- c. Proper PPE must be worn at all times on the site.
- d. Bidders shall comply with all COVID-19 protocols in accordance with City of Chicago and CDC guidelines.
- Bid Due Date and Public Bid Opening Date, Time, and Location: Bids Due: Bids are due TUESDAY, DECEMBER 19, 2023 at 11:00a.m. and a Public Bid Opening will be held immediately following receipt of bids via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.
- 13. Amount of Bid Deposit: 5% amount of bid
- 14. Document Deposit: N/A
- 15. Cost for Additional Documents (per set): At the Contractor's own expense.
- 16. MBE/WBE Contract Goals: 26% MBE and 6% WBE
- 17. Source of Funding: City of Chicago Department of Transportation (CDOT)
- Pre-Award Meeting Date, Time, and Location: A Pre-Award is tentatively scheduled for Wednesday, December 20, 2023 at 11:00 a.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.

For the Pre-Award Meeting, the Lowest Responsive and Responsible Bidder shall be required to:

- a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
- b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D
- c. Provide and be prepared to discuss the Schedule of Values for the project
- d. Provide a list of Pre-Award meeting attendees in advance of the meeting
- Notice of Award is anticipated to be issued following January 2024 PBC Board of Commissioners Meeting. The successful General Contractor will be required to return a compliant Certificate of Insurance and Payment and Performance Bond within seven (7) days of the issuance of the Notice of Award.
- 20. All meetings referenced throughout this document will be hosted on ZOOM virtual meeting platform. To join click on the link or call the number below:

Meeting Link:	WPA Street Reconstruction (Fillmore Street)
Meeting Phone Number:	312-626-6799
Meeting ID:	812 4984 4248
Meeting Passcode:	None required

B. Mandatory Project Specific Contractor Staffing Requirements

The Contractor shall assign a Project Manager and/or a Superintendent to the Project effective as of the date of Notice to Proceed and effective until Final Acceptance. The Project Manager and/or Superintendent must be at the Project Site full time from the date of commencement of construction activities through Final Completion and Acceptance of the Work, including the completion of all Punch List Work, during Work Activities. Project Manager and Superintendent can be same individual.

C. Scheduling Software Requirements

The Contractor shall utilize Primavera P6 Scheduling Software or other format approved by the Commission.

D. Online Collaboration and Documentation Management System Requirements

The Contractor shall use PBC's designated On-line Collaboration and Document Management system to track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative.

E. Time of Completion

Substantial Completion must be achieved no later than September 30, 2024. Schedule Milestones must be completed as follows:

Milestone Descriptions	Milestone Dates
Schedule Milestone #1: Mobilization	4/30/2024
• Pre-Construction, including Construction Submittal, Material and Equipment Procurement, Schedule Preparation, Mobilization, etc.	
Substantial Completion:	9/30/2024
• Full-depth pavement reconstruction of West Fillmore Street from South Campbell Avenue to Dead End. Work includes but isn't limited to excavation, portland cement concrete base course, hot-mix asphalt surface course, sewer main and drainage structures, water main, concrete curb and gutter, concrete sidewalks, tactile/detectable warning surface system for curb ramps, concrete driveways and alleys, lighting, thermoplastic pavement marking, signs, topsoil, sodding, etc.	
(Start no sooner than April 1, 2024)	
Schedule Milestone #2: Tree Planting	11/30/2024
(Start no sooner than October 1, 2024)	

F. Commission's Contract Contingency

- 1. The Commission's Contract Contingency for this Project is: \$200,000.00
- 2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be included as an allowance in the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

G. Copies of Drawings and Specifications

The Contractor is responsible for obtaining copies of Drawings and Specifications at its own cost.

H. Liquidated Damages

- 1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph E above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of \$1,000.00 per day for failure to achieve Substantial Complete the work according to the time stipulated above will result in breach of contract and will result in Liquidated Damages being assessed each and every Day after the time stipulated in the Contract for completing the Work.
- The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.

3. Substantial Completion of the Work is defined in Book 2, Section 1.01.37.

I. Prevailing Wage Rates

 Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site <u>https://www.illinois.gov/idol</u> maintained by the State of Illinois Department of Labor.

III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

The PBC requests that all questions related to this solicitation be submitted in writing via email to the attention of James Borkman at <u>james.borkman@cityofchicago.org</u> no later than **December 8, 2023.**

B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, ATTN: James Borkman, Contract Officer or via email to: <u>james.borkman@cityofchicago.org</u>.

Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission and available on PBC's website at: <u>http://www.pbcchicago.com</u>. It shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Bid and Execution Documents-Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

C. Pre-Qualification of Bidders

- 1. Unless otherwise indicated in Part II "Project Information", the Commission has previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified", and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
- 2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

D. Evidence of Continuing Qualifications of Bidder

- The Commission 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 Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.
- 2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

- 3. The Bidder must provide the following item(s) with your Bid Submission:
 - a. Copy of current Contractor's General Contractor License.

Failure to submit these items may deem the Bid unresponsive. Licenses may be that of the Prime, Joint Venture Partner (if any), and/or Sub-Contractor performing the work.

E. Preparation of Bid

- 1. A fully searchable .pdf of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
- All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
- 3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of Book 1 submitted.
- 4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
- 5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
- 6. The Bid Documents shall include the following:
 - a. Contractor's Bid Form
 - b. Bid Guarantee (Bond)
 - c. Acceptance of the Bid
 - d. Basis of Award (Award Criteria)
 - e. Schedule of Prices
 - f. Affidavit of Non-collusion
 - g. Schedule B Joint Venture Affidavit with supporting documentation (if applicable)
 - h. Schedule C Letter of Intent from MBE/WBE
 - i. Schedule D Affidavit of General Contractor Regarding MBE/WBE Participation
 - j. Schedule E Request for Waiver from MBE/WBE Participation (if applicable)
 - k. Proof of ability to Provide Payment and Performance Bond
 - I. Proof of ability to Provide Insurance
 - m. General Contractors License
- 7. The Apparent Low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

F. Bid Deposit

- 1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
 - a. Non-withdrawal of the bid after date and time of opening.
 - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
- The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.

3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

G. Bidder's Execution of Bid

- 1. The Bidder must execute the Bid in two (2) original counterparts.
- 2. Bids must be submitted with original signatures in the space provided on the appropriate Part IV.M. "Acceptance of the Bid." Bids not properly signed shall be rejected.
- 3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
- 4. 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 Commission must be submitted.
- 5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
- 6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

H. Affidavit of Non-Collusion

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

I. MBE and WBE Commitments

Contract specific goals for MBE and WBE participation is a minimum of 26% MBE and 6% WBE, respectively.

Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed **Schedule D**-Affidavit of General Contractor regarding M/WBE Participation and Schedule B- Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract.

The apparent low bidder must provide complete **Schedule C**- Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including current certification letter for each MBE and WBE firm included in its bid, within 5 Days of the date set for bid opening.

Please refer to Exhibit 4 – Assist Agencies. Assist Agencies are comprised of chambers of commerce and not-forprofit agencies that represent the interest of small, minority- and/or women-owned businesses.

J. Local Business Subcontracting Participation and Community Hiring

In order to ensure that local businesses that provide subcontracting work to General Contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

- 2. Local Subcontracting Requirement
 - a. General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - b. General Contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.

- 3. Community Hiring Requirement. At least 7.5% of the project labor must be performed by "Project Community Residents" as defined in Section II.A.6 and included on the "Project Community Area Map" in Exhibit #3. The aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract may be complied through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. In order to comply with the Community Hiring requirement, the Contractor must hold a minimum of (2) application intake sessions in the designated Project Community as depicted on Exhibit (3) and compile an applicant database.
- 4. {INTENTIONALLY OMITTED}

K. Disclosure of Retained Parties

The apparent low Bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

L. Submission of Bid

- One (1) complete copy of all bid documents, including Bid Deposit in the amount listed in Section II. General Project Information, and with original signatures (signed in blue ink or Digital Signature), shall be submitted electronically, in a single searchable .pdf via email to: <u>bids@pbcchicago.com</u> <u>and</u> james.borkman@cityofchicago.org.
- Bidders who are unable to submit their bids electronically may request instructions for submitting a "hard copy" of their bid in writing to James Borkman, Director of Procurement at james.borkman@cityofchicago.org.
- 3. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
- 4. Written modifications of bids will be considered only if received prior to the time stated for receipt of Bids. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED BID" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit, and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

M. Withdrawal of Bids before Bid Opening

Any Bidder may withdraw its bid by letter, e-mail request, or by personally securing, with proper identification, the submitted bid at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

N. Opening of Bids

At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons or representatives properly interested may be present (virtually).

O. Evaluation of Bids

- 1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
- 2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
- The Commission may require that the Apparent Low Bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the Apparent Low Bidder, or any other bidder, to attend a pre-award meeting to review their bids in detail.

P. Basis of Award

1. Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure and otherwise responsive to all the requirements of the Contract Documents.

Q. Performance and Payment Bond and Insurance

- Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
- 2. The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time the Contractor or its Subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted in the requirements.
- 3. Upon approval by the Commission to award, and within seven (7) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
- 4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
- 5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within seven (7) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

R. Protests

 The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director located at 50 W. Washington, Room 200, Chicago, Illinois 60602. A pre-bid protest must be filed no later than five calendar (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.

BID PROTEST ACTIONS	TERM
Type of Protests Allowed: Pre-Bid, Pre-Award, Post-Award	All
Pre-Bid Protest Timing	No later than five (5) calendar days before Bid Opening
Pre-Award (Bid Results) Protest Timing	No later than ten (10) calendar days after Bid Opening
Post-Award Protest Timing	No later than ten (10) calendar days after Award
Adjudicator Role	Executive Director

2. All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

S. Licensing

In addition to all other applicable licenses and certifications, the general contractor is required to submit a copy of its General Contractor License issued by the Department of Buildings of the City of Chicago.

T. Award of Contract, Cancellation, or Rejection of Bids

- 1. Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure as noted in Section III.P. Basis of Award above and otherwise responsive to all the requirements of the Contract Documents.
- 2. The Bidder agrees its bid shall remain valid for a period of up to 60 days after receipt of bid and the bid cannot be withdrawn until that time.
- The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- 4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
- 5. Upon award of Contract, the Commission will process the Contract for final execution.
- 6. The Commission reserves the right to reject any and all bids wherever such rejection is in the best interest of the Commission.
- 7. The Commission reserves the right to waive any informality in bids received whenever it determines such waiver is in the best interest of the Commission.
- 8. The Commission reserves the right to cancel the solicitation whenever it determines such cancellation is in the best interest of the Commission.

U. Alternates

{INTENTIONALLY OMMITTED}

Remainder of Page Left Blank Intentionally

IV. BID AND EXECUTION DOCUMENTS

A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1605, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d) Plans and Drawings, and e) Addenda Nos. (None unless indicated here)

Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the **WPA STREET RECONSTRUCTION** (FILLMORE STREET) located at the Site designated as required by and in strict accordance with the Contract Documents for Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the Contract Price listed on the next page.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part II "Project Information".

The Contract Price, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Contractor for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract.

Payment for the Work will be made in the manner set forth in Book 2 Standard Terms and Conditions.

The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Commission the right to terminate the Contract, or, at its discretion, to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to any commission payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The Contractor, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance and the Performance and Payment Bond required by the Contract Documents.

B. BID FORM - WPA STREET RECONSTRUCTION (FILLMORE STREET) - BASE BID

Bidders are <u>STRONGLY</u> encouraged to use the Excel File (available to bidders from Cushing and Company's Planroom: <u>http://dfs.cushingco.com/pbc.htm</u>) to ensure accurate calculations for the Total Base Bid and Total Award Criteria.

CONTRAC	PROJECT NAME:WPA STREET RECONSTRUCTION (FILLMORE STREET)CONTRACT NO:C1605PROJECT NO:22687				
		BID FORM (For HARD COPY Submission)			
LINE	DESCRIPTION		AMO	UNT	
1	Base Work Only (Te	otal from Schedule of Prices)	\$	-	
2	Commission's Cont	ract Contingency	\$	200,000.00	
3	Site Work Allowanc	e	\$	150,000.00	
4	TOTAL BASE BID	(equals Line 1 through 3)			
5	TOTAL AWARD C	RITERIA FIGURE (based on Line 4)			
		Accepted by the Commission			
		SURETY INFORMATION (Provide Legal Name and address of Surety)			
Name Address					
		BIDDER'S INFORMATION			
Firm Name	:				
Date	:				
		NOTES/INSTRUCTIONS			
1. Ensure Sch 2. Ensure Awa 3. Ensure Sure	,	nplete.			
4. Save the file 5. Convert the					
6. Include cop	y of the Bid Form and Schedule of	of Prices within the scanned copy of the bid.			
	PDF version, along with the scan				
	to: bids@pbchicago.com and jan Base Work Only	Base Work Only automatically poulates from Schedule of Prices Worksheet (Line 87)			
Light Blue	Contingency(ies)	Amount is fixed and will automatically calculate to determine Totatl Base Bid (Total of 1+2+3)			
Light Yellow	Allowance(s)	Amount is fixed and will automatically calculate to determine Total Base Bid (Total of 1+2+3) Amount is fixed and will automatically calculate to determine Total Base Bid (Total of 1+2+3)			
Orange	Total Base Bid	Equals Line 1 through 3. Total Base Bid automatically populates.			
Green	Total Award Criteria Figure	Based on Line 4 (Totat Base Bid figure). Total Award Criteria Figure automatically populates fr	om Award Criteria Fig	ure Worksheet.	

C. SITE WORK ALLOWANCE SCHEDULE

WPA STREET RECONSTRUCTION (FILLMORE STREET) - \$150,000.00

Item No.	Description of Work	Unit(s)	Unit Price
1	UST Removal (Tank < 2000 gal capacity), including UST Removal Permit.	Each	\$5,000.00
2	UST Removal (Tank 3,000-5,500 gal capacity), including UST Removal Permit.	Each	\$5,500.00
3	UST Removal (Tank 6,000-10,000 gal capacity), including UST Removal Permit.	Each	\$8,500.00
4	UST Removal (Tank > 10,000-15,000 gal capacity), including UST Removal Permit.	Each	\$9,500.00
5	UST Removal (Tank > 15,000 gal capacity), including UST Removal Permit.	Each	\$12,500.00
6	UST tank sludge removal and disposal (55-gallon drum), including UST Removal Permit.	Drums	\$450.00
7	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
8	Waste characterization sample analysis for disposal authorization of soils removed under Allowance Schedule (Including Waste Profile Application)	Sample	\$1,500.00
9	Water analysis for full MWRDGC contaminants List	Each	\$750.00
10	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$2,000.00
11	Contaminated water-hauling and disposal of drums	Drums	\$200.00
12	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
13	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
14	Furnish and place geotextile filter fabric	Square Yard	\$8.00

NOTES:

- 1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
- 2. Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
- 3. Authorized additional excavation means excavation below subgrade elevations shown in the Contract Documents, as determined by the Commission Representative.
- 4. The unit prices in this allowance schedule include all overhead, profit, and schedule impact costs.
- 5. All unused portions of the allowance funds must be returned to the Commission.

D. SCHEDULE OF PRICES

WPA STREET RECONSTRUCTION W. Fillmore Street from S. Campbell Ave. to Dead End West. CDOT PROJECT NO.: B-3-687 – PBC CONTRACT C1605 Bidder's pricing for each line item should carry its share of the costs of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the PBC considers to be materially unbalanced will be rejected. ITEM CODE UNIT OF ESTIMATED UNIT TOTAL ITEM NO. NUMBER MEASURE QUANTITY PRICE COST ***** 1 SPECIAL EXCAVATION CU YD 5150 TREE REMOVAL (6 TO 2 20100110 15 IN DIAMETER) UNIT 130 TREE REMOVAL (OVER 3 20100210 15 IN DIAMETER) UNIT 30 **TRENCH BACKFILL** 4 20800150 CU YD 910 **TOPSOIL FURNISH AND** 5 21101615 PLACE, 4-INCH CU YD 130 SODDING, SALT 6 25200110 TOLERANT SQ YD 1174 TREE PLANTING, 2-1/2 ***** 7 INCH TO 3-INCH B&B EACH 21 SHREDDED HARDWOOD 8 CDOT2510010 BARK MULCH SQ YD 117 SAND CUSHION, 9 CDOT3110010 VARIABLE DEPTH CU YD 100 SUB-BASE GRANULAR 10 31101100 MATERIAL, TYPE B, 6-INCH CU YD 534 PORTLAND CEMENT 11 35300200 CONCRETE BASE COURSE, 7-INCH SQ YD 2290 **BITUMINOUS** 12 40600290 MATERIALS (TACK COAT) POUND 1623 LEVELING BINDER 13 40600525 (HAND METHOD), N50 TON 3 LEVELING BINDER (MACHINE METHOD), 14 40600635 N50 1-1/2 INCH TON 195 HOT-MIX ASPHALT SURFACE COURSE, MIX 15 40604060 "D", N50, 2-INCH TON 265 **BITUMINOUS COST** CAL 16 80173 ADJUSTMENT MONTH 6 PORTLAND CEMENT 17 CDOT4240010 CONCRETE SIDEWALK, 5-INCH SQ FT 3990

SCHEDULE OF PRICES

WPA STREET RECONSTRUCTION W. Fillmore Street from S. Campbell Ave. to Dead End West. CDOT PROJECT NO.: B-3-687 – PBC CONTRACT C1605 Bidder's pricing for each line item should carry its share of the costs of work, plus its share of overhead and

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

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
18	CDOT4240030	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 5-INCH	SQ FT	390		
19	CDOT4240065	RADIAL DETECTABLE WARNING TILES (CAST IRON)	SQ FT	68		
20	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY AND ALLEY PAVEMENTS, 8-INCH	SQ YD	81		
21	CDOT6060020	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	1472		
22	60600605	CONCRETE CURB, TYPE B	FOOT	85		
23	****	CRUSHED STONE (TEMPORARY USE)	TON	20		
24	****	DRILL AND GROUT TIE BARS, No.5, EPOXY COATED	EACH	44		
25	****	DRILL AND GROUT TIE BARS, No.8, EPOXY COATED	EACH	6		
26	CDOT5870010	PROTECTIVE CONCRETE SEALER	SQ YD	98		
27	****	SAW CUTTING PAVEMENT	FOOT	266		
28	****	DRIVEWAY AND ALLEY RETURN PAVEMENT REMOVAL (SPECIAL)	SQ YD	98		
29	****	SIDEWALK REMOVAL (SPECIAL)	SQ FT	1705		
30	CDOT6020010	CATCH BASINS, TYPE A, 4-FOOT DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	4		
31	CDOT6050020	REMOVING CATCH BASINS	EACH	2		
32	CDOT6050030	REMOVING INLETS	EACH	2		
33	****	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	7		
34	****	STORM SEWERS, DUCTILE IRON PIPE, 8 IN	FOOT	26		

WPA STREET RECONSTRUCTION W. Fillmore Street from S. Campbell Ave. to Dead End West. CDOT PROJECT NO.: B-3-687 – PBC CONTRACT C1605

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

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
35	****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 8 IN	FOOT	27		
36	****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 18 IN	FOOT	654		
37	****	SEWER CLEANING AND TELEVISING	FOOT	830		
38	****	VORTEX RESTRICTOR	EACH	4		
39	****	FRAMES	EACH	4		
40	****	LIDS	EACH	4		
41	****	ADDITIONAL MASONRY	VERT FT	4		
42	****	MANHOLE, 3 FT DIAMETER, TYPE A, FRAME AND CLOSED LID (CITY OF CHICAGO)	EACH	2		
43	78000400	THERMOPLASTIC PAVEMENT MARKING, LINE 6-INCH	FOOT	240		
44	78000650	THERMOPLASTIC PAVEMENT MARKING, LINE 24-INCH	FOOT	28		
45	X2600009	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - DOUBLE-SIDED	SQ FT	3		
46	X2600010	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - SINGLE-SIDED	SQ FT	13		
47	X2600007	REMOVE AND SALVAGE SIGN PANEL	EACH	3		
48	****	CURB AND MEDIAN PAINTING	FOOT	60		
49	****	EXISTING SEWER TO BE REMOVED	FOOT	654		
50	IDOT 56100020	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH	2		
51	IDOT 56103100	DUCTILE IRON WATER MAIN 8"	LF	605		

WPA STREET RECONSTRUCTION W. Fillmore Street from S. Campbell Ave. to Dead End West.

CDOT PROJECT NO.: B-3-687 – PBC CONTRACT C1605 Bidder's pricing for each line item should carry its share of the costs of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the PBC considers to be materially unbalanced will be rejected.

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
52	IDOT 56105000	WATER VALVES 8"	EACH	2		
53	IDOT 56108900	TAPPING VALVES AND SLEEVES - 8"	EACH	6		
54	IDOT 56109420	DUCTILE IRON WATER MAIN FITTINGS 8" 45 DEGREE BEND	EACH	2		
55	IDOT 56109420	DUCTILE IRON WATER MAIN FITTINGS 8" 90 DEGREE BEND	EACH	1		
56	IDOT 56200500	WATER SERVICE LINE 1 1/2"	LF	288		
57	IDOT 56400500	FIRE HYDRANTS TO BE REMOVED	EACH	5		
58	IDOT 56400600	FIRE HYDRANTS	EACH	2		
59	IDOT 60221100	MANHOLE, 5 FT DIAMETER, TYPE A, FRAME AND CLOSED LID (CITY OF CHICAGO)	EACH	2		
60	IDOT 60500040	REMOVING MANHOLES	EACH	3		
61	****	RESILIENT WEDGE VALVE 8"	EACH	1		
62	****	8" TRANSITION SLEEVE	EACH	1		
63	****	SERVICE CONTROL VALVE & BUFFALO BOX	EACH	6		
64	108	TRENCH AND BACKFILL SCREENINGS	FOOT	32		
65	136	CONDUIT, POLYETHYLENE No.80, IN TRENCH, 2-INCH	FOOT	32		
66	157	HELIX FOUNDATION, 5 FOOT, 10-INCH BOLT CIRCLE, 4 ANCHOR BOLTS	EACH	9		
67	163	INTERCEPT EXISTING CONDUIT WITH PROPOSED HELIX FOUNDATION	EACH	1		
68	193A	CONDUIT, POLYETHYLENE No.80, DIRECTIONAL BORING, 1.25-INCH	FOOT	703		

WPA STREET RECONSTRUCTION W. Fillmore Street from S. Campbell Ave. to Dead End West. CDOT PROJECT NO.: B-3-687 – PBC CONTRACT C1605

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

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
69	195A	CONDUIT, POLYETHYLENE No.80, DIRECTIONAL BORING, 2-INCH	FOOT	71		
70	213	POLE ANCHOR BASE RELOCATE COMPLETE	EACH	1		
71	249	TRIPLEX CABLE IN CONDUIT, 2 1/C No.6 & 1 1/C No.8	FOOT	991		
72	510	REMOVE POLE, STEEL, AB, 7 GA., 27'6"	EACH	2		
73	526	REMOVE LUMINAIRE, 400W/310W,150W	EACH	3		
74	529	REMOVE MAST ARM, STEEL, 8-FOOT	EACH	2		
75	502	REMOVE BRANCH WIRES, 2 No.6	EACH	237		
76	601	BREAKDOWN STREET LIGHT FOUNDATION	EACH	3		
77	705	POLE, ALUMINUM, RESIDENTIAL, DAVIT, 10-INCH BOLT CIRCLE	EACH	8		
78	705A	ARM, DAVIT, ALUMINUM, 4.5-INCH SKY/RES, 8- FOOT	EACH	8		
79	1628	LUMINAIRE, LED, FOR RESIDENTIAL STREETS- STAGGERED	EACH	9		
80	2993	MID-MOUNT RESIDENTIAL LED ACORN LUMINAIRE AND ARM, SILVER	EACH	8		
81	****	SMART LIGHTING CONTROL NODE, EXTERNAL	EACH	9		
82	****	CONSTRUCTION SIGN	EACH	2		
83	****	TRAFFIC CONTROL COMPLETE	L SUM	1		
84	CDOT6700010	ENGINEER'S FIELD OFFICE, TYPE A	CAL MONTH	6		
85	66901001	REGULATED SUBSTANCES PRE- CONSTRUCTION PLAN	L SUM	1		

WPA STREET RECONSTRUCTION W. Fillmore Street from S. Campbell Ave. to Dead End West. CDOT PROJECT NO.: B-3-687 – PBC CONTRACT C1605

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

			,	,		
ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
86	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1		
87	66901006	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DA	20		
88	****	SPECIAL WASTE HAULING AND DISPOSAL	TON	10		
89	66900530	SOIL DISPOSAL ANALYSIS	EACH	1		
90	28000400	PERIMETER EROSION BARRIER	LF	81		
91	28000510	INLET FILTERS	EACH	7		
92	****	TEMPORARY CHAIN LINK FENCE	FOOT	620		
93	Z0022800	FENCE REMOVAL	FOOT	725		
94	****	CHAIN LINK FENCE TO BE REMOVED AND RE- ERECTED	FOOT	40		

The Schedule of Prices must be completed by the bidder <u>and</u> submitted with the bid package. Bidder's pricing for each line item should carry its share of the costs of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the PBC considers to be unbalanced will be rejected.

Bidders must utilize the amounts in the Schedule of Prices to calculate their Base Work Only bid (Bid Form Line 1).

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

E. ADDITIONAL ALLOWANCE SCHEDULES

This Project includes the following allowances:

1. Site Work Allowance in the amount of \$150,000.00

All Work shall be approved in writing by the Commission Representative prior to proceeding.

All unused portions of the allowance funds must be returned to the Commission.

F. ALTERNATES

{INTENTIONALLY OMMITTED}

Remainder of Page Left Blank Intentionally

G. ACCEPTANCE OF THE BID

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the _____ day of ______, in the year _____. (Board Date)

PUBLIC BUILDING COMMISSION OF CHICAGO	
Mary Pat Witry, Secretary	Mayor Brandon Johnson, Chairman
CONTRACTING PARTY	
Contractor Name	Address
IF A CORPORATION:	
Name:	
Title:	
Signature:	
ATTEST BY:	
IF A PARTNERSHIP:	Secretary
Partner (Signature)	Address
Partner (Signature)	Address
Partner (Signature)	
IF A SOLE PROPRIETORSHIP:	Address
Signature	Address
NOTARY PUBLIC	
County of State of	
Subscribed and sworn to before me on this day of _	, 20
(SEAL) Notary Public Signature	
Commission Expires:	
APPROVED AS TO FORM AND LEGALITY	
Date:	

Neal & Leroy, LLC

V. BID SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria Figure)

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria Figure formula for the purpose of evaluating bids and awarding the contract. A contract in the amount of the Total Base Bid (or Base Contract Price) will be awarded to the responsible bidder with the lowest Award Criteria Figure pursuant to Section III. P Basis of Award above. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

1. Instructions

The Bidder shall complete an Award Criteria Figure Formula for both Total Base Bid and Total Base Bid with Alternate Scenario(s) and transfer the final Award Criteria Figure - Line 15 (of chart below) to the space provided on the itemized BID FORM. Failure to complete the formula may be cause for rejection of the Bidder's BID. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Lines 2, 4 and 6 in the formula shall not be greater than seventy percent (70%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than fifteen percent (15%) in each category for the purpose of award criteria only. The seventy percent (70%) and fifteen percent (15%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula.

2. Award Criteria Figure Formula

Line 1.	TOTAL BASE BID (Refer to Line 6 of BID FORM), in figures	
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	
Line 3.	Multiply Line 2 by Line 1 by 0.04	
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	
Line 5.	Multiply Line 4 by Line 1 by 0.03	
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70)	
Line 7.	Multiply Line 6 by Line 1 by 0.01	
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	
Line 9.	Multiply Line 8 by Line 1 by 0.04	

Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	
Line 11.	Multiply Line 10 by Line 1 by 0.03	
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	
Line 13.	Multiply Line 12 by Line 1 by 0.01	
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	
	Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$	

3. Community Hiring Bonuses

In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- a. In calculating the hours worked by minority and women Journeyworkers, apprentices, and laborers under the Award Criteria Figure set out in Part V.A. "Basis of Award (Award Criteria Figure)," all hours worked by minority and women Journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b. In calculating the hours worked by minority and women apprentices under the Award Criteria Figure set out in Part V "Bid Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

"City of Chicago Residents" means persons domiciled within the City of Chicago. Salaried superintendents are excluded from coverage in this section. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Section II, A.6 above.

"New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

4. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Bid on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Figure formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

a. For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

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

b. For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

6. Major Trades

Landscaping Carpentry	Excavation Road Markings
Concrete	Asphalt
Electrical	Plumbing

For approval of other trades for consideration in the Award Criteria Figure formula, written approval should be requested from the Commission.

7. Trade Participation - For Information Only

The following information must be supplied by the Contractor for the purposes of evaluating figures supplied in the Award Criteria Figure formula. It is understood that these figures are estimates only and are not to be considered as limiting in any manner actual participation on the project.

Anticipated levels of minority participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Contractor's work force or any Subcontractor which will be active on this project.

TRADE PARTICIPATION	PERCENT OF MINORITY

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Non-collusion

STATE OF ILLINOIS	}	
COUNTY OF COOK	} SS	
COUNT OF COOK	ſ	
		, being first duly sworn, deposes and says that:

(1) He/She is

(Owner, Partner, Officer, Representative or Agent) of

the Bidder that has submitted the attached Bid;

- (2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bidrigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

(Signed)

(Title)
Subscribed and sworn to before me this _____ day of _____20 ____

(Title) My Commission expires:

SCHEDULE B - Joint Venture Affidavit (1 of 3) This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

A.	Nar	ne of joint venture				
B.	Ado	dress of joint venture				
C.	Pho	one number of joint venture				
D.	lde	dentify the firms that comprise the joint venture				
	1.	Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)				
	2.	Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.				
E.	Nat	ure of joint venture's business				
F.	Pro	vide a copy of the joint venture agreement.				
G.	Ow	nership: What percentage of the joint venture is claimed to be owned by MBE/WBE?%				
H.	Spe	pecify as to:				
	1.	Profit and loss sharing%				
	2.	Capital contributions, including equipment%				
	3.	Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.				

SCHEDULE B - Joint Venture Affidavit (2 of 3)

who	o are	of and participation in this Contract: Identify by name, race, sex, and "firm" those ind responsible for day-to-day management and policy decision making, including, but r sponsibility for:	
1.	Fin	ancial decisions	
2.	Ма	nagement decisions such as:	
	a.	Estimating	
	b.	Marketing and Sales	
	C.	Hiring and firing of management personnel	
	d.	Other	
3.	Pur	chasing of major items or supplies	
4.	Sup	pervision of field operations	
5.	Sup	pervision of office personnel	
6.	will	scribe the financial controls of the joint venture, e.g., will a separate cost center be est be responsible for keeping the books; how will the expense therefor be reimbursed; th turer to commit or obligate the other. Describe the estimated contract cash flow for ea	he authority of each joir
7.		te approximate number of operational personnel, their craft and positions, and whethe he majority firm or the joint venture.	r they will be employee

SCHEDULE B - Joint Venture Affidavit (3 of 3)

(SEAL)

THE UNDERSIGNED SWEAR 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 BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the joint venture is a subcontractor.

Name of Joint Venturer	Name of Joint Venturer	
Signature	Signature	
Name	Name	
Title	Title	
Date	Date	
State ofCounty of	State of County of	
On thisday of, 20	On this day of, 20	
before me appeared (Name)	before me appeared (Name)	
to me personally known, who, being duly sworn,	to me personally known, who, being duly sworn,	
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state	
that he or she was properly authorized by	that he or she was properly authorized by	
(Name of Joint Venture)	(Name of Joint Venture)	
to execute the affidavit and did so as his or her	to execute the affidavit and did so as his or her	
free act and deed.	free act and deed.	
Notary Public	Notary Public	
Commission expires:	Commission expires:	

(SEAL)

SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)	
To Perform As	
Subcontractor, Subconsultant, and/or Material Supplier	

Cabbolilladio	si, ousoonoununi, una/or material ouppiler
Name of Project:	
Project Number:	
FROM:	
	WBE WBE
(Name of MBE or WBE)	
TO:	
	and Public Building Commission of Chicago
(Name of Bidder)	
The undersigned intends to perform work in	in connection with the above-referenced project as (check one):
a Sole Proprietor	a Corporation
a Partnership	a Joint Venture
The MBE/WBE status of the unde In addi firm, a Schedule B, Joint Venture Affidavit,	ersigned is confirmed by the attached Letter of Certification, dated lition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE is provided.
The undersigned is prepared to provide connection with the above-named project.	the following described services or supply the following described goods in
The above-described services or goods a Contract Documents.	are offered for the following price, with terms of payment as stipulated in the

SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2) To Perform As Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

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

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS*

% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

% of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

*If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency 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 Commission.

D	v	
D	I	٠

Name of MBE/WBE Firm (Print)	Signature	
Date	Name (Print)	
Phone		
IF APPLICABLE: BY:		
Joint Venture Partner (Print)	Signature	
Date	Name (Print) MBE WBE Non-MBE/WBE	
Phone		

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)

Name of Project:

STATE OF ILLINOIS j SS COUNTY OF COOK

}

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

Title and duly authorized representative of

Name of General Contractor whose address is

in the City of ______, State of ______, and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor Type of Work to be Accordance with Sc	Type of Work to be Done in	Dollar Credit Toward MBE/WBE Goals	
	Accordance with Schedule C	MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	Total Net MBE/WBE Credit	\$	\$
	Percent of Total Base Bid	%	%

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (2 of 2)

The Undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency 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 Commission.

BY:

Name of Contractor (Print)	Signature	
Date	Name (Print)	
Phone		
IF APPLICABLE:		
BY:		
Joint Venture Partner (Print)	Signature	
Date	Name (Print)	
Phone/FAX	MBE WBE Non-MBE/WBE	

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _	
Public Richard 50 W.	of, Acting Executive Director ding Commission of Chicago Daley Center hington Street, Room 200 - 60602
Dear N	iderof:
RE:	Contract No.
	Project Title:
provision certifient the Min	ance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet y/Women Business Enterprise contract goal. These efforts are described below and are consistent with the pr Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:
Docum	ation attached: yes no
Based	he information provided above, we request consideration of this waiver request.
Sincere	
Signati	
Print N	
Title	
Name	rm

Disclosure of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

A. Definitions and Disclosure Requirements

- 1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
- 2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
- 3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

- 1. This Disclosure relates to the following transaction:
 - a. Description of goods or services to be provided under Contract
- 2. Name of Contractor:
- 3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Check here if no such persons have been retained or are anticipated to be retained:

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

- 4. The Contractor understands and agrees as follows:
 - a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency 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 Commission.

Signature		_	Date	
Name (Type or F	Print)	_	Title	
Subscribed and sthis	sworn to before me day of	, 20	(SEAL)	
Notary Public		_		

Commission expires:

Performance and Payment Bond				
BOND NO. SPECIMEN		Contract No. SPECIMEN		
KNOW ALL MEN BY THESE PRE	ESENTS, that we	*		
with offices in the	State of			
as <u>Corporate</u>	Principal, and			
Illinois as Surety, are held and	d firmly bound unto the Public	of, with offices in the State Building Commission of Chicago, hereinafter call	led	
"Commission", in the p		Dolla Il and truly to be made, we bind ourselves, our he		
	ccessors, jointly and severally, firmly		,	
The condition of this obligation is	such, that whereas the Principal er	ntered into a certain Contract, berato attached, with t	the	
Commission, dated	,20, for the furnis	shing, fabrication of very dinst illation of the		

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the

Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as priginally executed by said Principal and the Commission or as thereafter modified, and that any principal here is contained, in the name of the Commission against the said Principal and Surety or a her difference of the difference of the said Principal and Principal and Principal and Principal and Principal and Surety by a principal and the said Principal and the said Principal and the said Principal and principal and the said Principal and Principa

lt stood agreed that this Bond, e pred the penal of in sum dollars (\$_), shall secure the payment of

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:	BY(Seal)	١
Name	Individual Principal	'
Business Address	(Seal))
City State	Partner	-
CORPORATE SEAL	50	
ATTEST:	Corporate Fincia	-
BY	TBY	_
Secretary Title	Title	-
Business Ad		
	Corporate Surety	-
BY	Title	-
Business Address	CORPORATE SEAL	
The rate of premium of this Bond is \$ Total amount of premium charged is \$	per thousand.** **	

* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission.

** Must be filled in by the Corporate Surety.

Bond Approval

ΒY

Mary Pat Witry, Secretary Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL	
I,, certify that has the	
the Principal we then Prayler der of said corporation; that I know this person's signature, and the	
hereto is g (uine, and the said ond wis our signed, sealed, and attested for and in behalf of said corr authority of here on ody.	
Dated thisday of20	

CORPORATE SEAL

Document Submittal Checklist

Two originals of the following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

- 1. ____ Contractor's Bid (Bid Form)
- 2. ____ Bid Guarantee (Bond)
- 3. ____ Acceptance of the Bid
- 4. ____ Basis of Award (Award Criteria)
- 5. ____ Schedule of Prices
- 6. _____ Affidavit of Non-Collusion
- 7. _____ Schedule B Affidavit of Joint Venture (if applicable)
- 8. _____ Schedule C Letter of Intent from MBE/WBE
- 9. _____ Schedule D Affidavit of General Contractor Regarding MBE/WBE Participation
- 10. _____ Schedule E Request for Waiver from MBE/WBE Participation (if applicable)
- 11. _____ Proof of Ability to Provide Payment & Performance Bond
- 12. _____ Proof of Ability to Provide Insurance
- 13. _____ General Contractor's License
- 14. _____ Disclosure of Retained Parties (The apparent low and the apparent 2nd low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE OCTOBER 5, 2023 (Current as of November 16, 2023)

Please click on the link below:

https://labor.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy24/20231005/Cook.pdf

(Remainder of Page Intentionally Left Blank)

EXHIBIT #2 INSURANCE REQUIREMENTS

C1605 – WPA STREET RECONSTRUCTION (FILLMORE STREET) – CDOT PROJECT #B-3-687

The insurance requirements listed below are the minimum requirements that will be required for work issued on a contract resulting from this Procurement. The actual requirements for the project may be higher and will be determined based on the scope and the requirements as determined in collaboration with the User Agency as determined after award. As noted in this Procurement, Respondent is to submit a certificate of insurance evidencing their current insurance program.

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Completion of the project, including during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission.

A. INSURANCE TO BE PROVIDED

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

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than <u>\$1,000,000</u> each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2) <u>Commercial General Liability (Primary and Umbrella)</u>

Commercial General Liability Insurance or equivalent with limits of not less than <u>\$2,000,000</u> per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the City of Chicago, the City of Chicago Department of Transportation, their respective Board members, employees, elected officials, officers, or representatives, and others as may be required by the Public Building Commission of Chicago, as Additional Insured using the ISO CG2010 0704 and CG2037 0704. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than <u>\$1,000,000</u> per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago, the City of Chicago Department of Transportation, their respective Board members, employees, elected officials, officers, or representatives, and others as may be required by the Public Building Commission of Chicago, are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4) <u>Contractors Pollution Liability</u>

Contractors Pollution coverage is required with limits of not less than <u>\$2,000,000</u> per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured

become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago, the City of Chicago Department of Transportation, their respective Board members, employees, elected officials, officers, or representatives, and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein. Subcontractors performing environmental work for Contractor must maintain limits of not less than \$1,000,000 per occurrence.

5) Professional Liability

When Contractor performs professional work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing professional work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) Builders Risk/Installation Floater

Contractor must provide All Risk Builders Risk or Installation Floater insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior site-work. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site.

The Public Building Commission of Chicago, the City of Chicago, the City of Chicago Department of Transportation, their respective Board members, employees, elected officials, officers, or representatives, and any others as may be required by the Public Building Commission will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and may only be cancelled with the written permission of the Public Building Commission, even if the Project has been put to its intended use.

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago, the City of Chicago Department of Transportation, and any other entity as required by the Public Building Commission of Chicago, their respective Board members, employees, elected officials, officers, or representatives. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the City of Chicago, the City of Chicago Department of Transportation, and any other entity as required by the Public Building Commission of Chicago.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the City of Chicago, the City of Chicago Department of Transportation, and any other entity as required by the Public Building Commission of Chicago, will not contribute with insurance provided by the Contractor under the Contract.

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

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

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

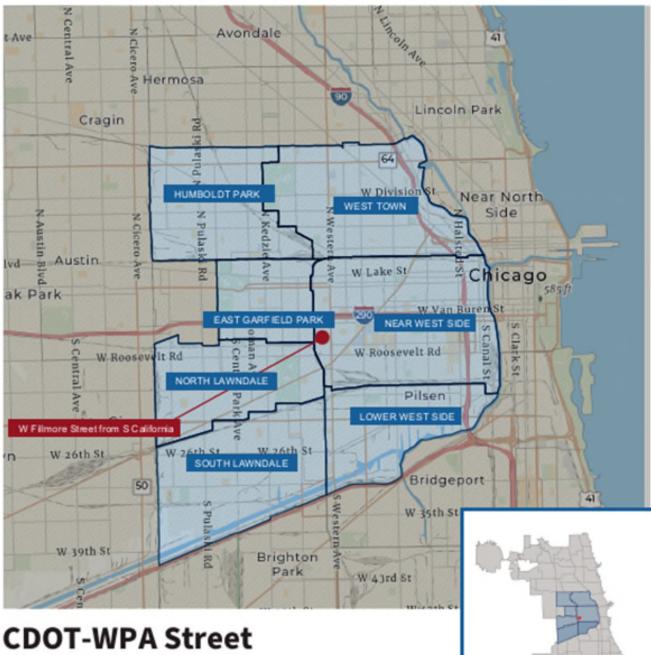
If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Contractor must submit the following at the time of award:

- 1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
- 2. All required endorsements including the CG2010 and CG2037

The Public Building Commission reserves the right to modify, delete, alter or change these requirements.

EXHIBIT #3 PROJECT COMMUNITY AREA MAP



Construction: West Fillmore Street

CDOT Work Progress Administration

Community Areas



EXHIBIT #4 ASSIST AGENCIES

PUBLIC BUILDING COMMISSION OF CHICAGO'S ASSIST AGENCIES Assist Agencies are Chambers of Commerce and Not-for-Profit agencies that represent the interests of small, minority- and/or women-owned businesses. For the most up-to-date contact information, visit pbcchicago.com/doing-business/assist-agencies/ African American Contractors Association **Black Contractors United CANDO** Corporation PO Box #19670 12000 S Marshfield Ave 1633 S Michigan Ave Chicago, IL 60619 Calumet Park, IL 60827 Chicago, IL 60615 Omar Shareef **Carole Williams** LaVerne Hall 312-915-5960 708-389-5730 (312) 488-9338 aacanatlassoc@gmail.com bcunewera@att.net LHall@candocorp.net blackcontractorsunited.com www.aacanatl.org **Chatham Business Association: Small** Chicago Cook Workforce Partnership **Chicago Minority Supplier Development Business Development, Inc.** 69 W Washington Street Council 800 E 78th St Suite 2860 216 W Jackson Boulevard Chicago, IL 60619 Chicago, IL 60602 Suite 600 Chicago, IL 60606 Melinda Kelly Marissa Lewis Debra Jennings-Johnson (773) 994-5006 mlewis@chicookworks.org (312) 755-8880 melindakelly@cbaworks.org info@ChicagoMSDC.org (312) 603-0200 cbaworks.org chicookworks.org chicagomsdc.org Chicago Urban League **Chicago Women in Trades** ConstructConnect 4510 S Michigan Ave, 3rd Floor 2444 W 16th St 3825 Edwards Road, #800 Chicago, IL 60653 Chicago, IL 60608 Cincinnati, OH 45209 Kelly Evans Jayne Vellinga Amanda Beyer (773) 451-3547 (312) 942-1444 (513) 458-5837, Extension 5108336 kevans@chiul.org jvellinga@cwit2.org amanda.beyer@constructconnect.com ConstructConnect.com chiul.org chicagowomenintrades2.org **Construction Business Development** Federation of Women Contractors HIRE360 Chicago Center at Prairie State College 4210 W Irving Park Rd Chicago, IL 60641 2301 S Lake Shore Drive 202 S Halsted St Lakeside Center, Chicago, IL 60616 Chicago Heights, IL 60411 Jaemie Neely Deborah Whitaker Cathy Svetanoff (312) 360-1122 (312) 575-2500 (708) 709-3568 info@fwcchicago.com dwhitaker@hire360chicago.com csvetanoff@prairiestate.edu fwcchicago.com bids@hire360chicago.com prairiestate.edu **Hispanic American Construction Industry** Illinois Black Chamber of Commerce Rainbow/PUSH Coalition 411 Hamilton Blvd. #1404 Association 930 E 50th St 650 W Lake St, #415 Peoria, IL 61602 Chicago, IL 60615 Larry Ivory & Kenyatta Fisher Chicago, IL 60661 John Mitchell (309) 740-4430 Ivette Trevino (773) 256-2766 (312) 575-0389 larryivory@illinoisblackchamber.org, imitchell@rainbowpush.org itrevino@haciaworks.org kfisher@ilbcc.org rainbowpush.org haciaworks.org illinoisblackchamber.org South Shore Chamber, Inc. **U.S. Minority Contractors Association** 1750 E 71st St 1250 Grove Ave, #200 Chicago, IL 60649 Barrington, IL 60010 Larry Bullock Tonya Trice (773) 955-9508 (847) 852-5010 ttrice@southshorechamberinc.org larry.bullock@usminoritycontractors.org southshorechamberinc.org usminoritycontractors.org

Women's Business Development Center 8 S Michigan Ave, #400 Chicago, IL 60603 Donna Beasley (312) 853-3477 dbeasley@wbdc.org wbdc.org

Last Updated: 10/2/2023 12:11 PM

Women Construction Owners & Executives 308 Circle Ave Forest Park, IL 60130 Mary Kay Monaghan (708) 366-1250 mkm@mkmservices.com wcoeusa.org

