

WESTREC MARINA MANAGEMENT, INC.
ON BEHALF OF THE CHICAGO PARK DISTRICT

**INVITATION FOR BID (IFB)
FOR
CONSTRUCTION OF DOCK GATES**

W-19001

CONTRACT TERM

One Hundred Eighty (180) Days from Notice to Proceed

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ADVERTISED: January 15, 2019

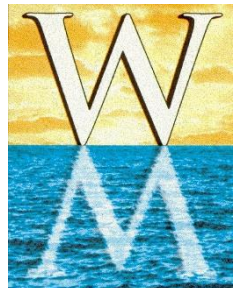
PRE-BID MEETING: January 23, 2019 at 10:00 A.M. C.S.T.

2nd Floor Meeting Room

1521 S. Linn White Drive, First Floor South, Chicago, IL 60605

Any questions and/or requests for clarifications must be submitted in writing to Westrec no later than Friday, January 25, 2019 at 10:00AM. CST

BID DUE DATE: Monday, February 4, 2019, at 3 P.M. C.S.T.



Date Advertised: Tuesday, January 15, 2019

*WESTREC MARINA MANAGEMENT, INC.
ON BEHALF OF THE CHICAGO PARK DISTRICT*

*INVITATION FOR BID (IFB)
FOR
CONSTRUCTION OF DOCK GATES*

The bid documents are available for download by filling out a bidder registration form on the website, <https://www.chicagoharbors.info/bid-2019-dock-gates/>

If you are not able to download this document, please contact Westrec, at (312) 741-3601, Monday – Friday, between the hours of 8:30 a.m. and 4:00 p.m.

Location: Westrec Marina Management, Inc.
1521 S. Linn White Drive, 1st Floor South
Chicago, IL 60605

Specification No.: W-19001

Description: Westrec Marina Management, Inc. invites the submission of bids for
CONSTRUCTION OF DOCK GATES

Pre-bid Meeting: Wednesday, January 25, 2019 at 10:00 a.m., C.S.T.
2nd Floor Meeting Room
1521 S. Linn White Drive
Chicago, IL 60605

Questions: Any questions must be submitted in writing to Westrec by Friday, January 25,
2019 at 10:00 a.m., C.S.T.

Bid Due Date: Monday, February 4, 2019 at 3:00 p.m., C.S.T.

LATE BIDS WILL NOT BE ACCEPTED

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GENERAL INFORMATION

BACKGROUND

Westrec Marina Management, Inc. (henceforth Westrec) is a California corporation that operates and builds harbors and marinas in the United States. Westrec is operating on behalf of the Chicago Park District pursuant to its management agreement dated April 9, 2015. The Chicago Park District has authorized Westrec to administer the Invitation for Bid (henceforth the IFB) and project management for the construction of dock gates in the Chicago Harbors. The Chicago Park District Board of Commissioners approved the issuance of bonds on October 31, 2018 for harbor construction projects including those improvements specified in this IFB.

BASIS OF AWARD

This contract will be awarded to the lowest responsive and responsible bidder whose bid fully complies with all of the terms and conditions of this Invitation for Bid.

If there are add or deduct alternates, Westrec does not know at the time of bid whether or not one or more alternate(s) will be added to (or subtracted from) the project's work. Westrec will make this determination based on the pricing for each alternate. Alternate pricing must include all labor, materials, equipment, and any other costs associated with performing (or subtracting) the work of the alternate. The determination of award will therefore be based on the Lump Sum Price plus (or minus) the alternate.

Westrec also reserves the right to reject any and all bids, or to withdraw, cancel, or reissue this specification, in whole or in part, in the event that competition is deemed inadequate or that it is otherwise in the best interest of Westrec and of the CPD.

TERM OF CONTRACT

Contract time will commence to run on the date set forth in the Notice to Proceed and will be in effect for one hundred eighty (180) days from the notice-to-proceed.

Westrec reserves the right to extend the contract period by no more than 180 calendar days, either (1) in lieu of exercising an extension option, or (2) following the exhaustion of the option period, in order to extend the contract through final completion.

Under no circumstances shall the awardee commence the work until (1) the required performance and payment bonds and insurance certificates have been furnished to Westrec, and (2) the contract has been fully executed.

CONTRACT DOCUMENTS

The bid submittal forms (Section 14 of this IFB, beginning on p. 114), when accepted by Westrec, together with the scope, technical specifications, GENERAL CONDITIONS, COMPLIANCE CONDITIONS, and SPECIAL CONDITIONS, if any, and all insurance certificates, payment & performance bonds, affidavits, and MBE/WBE schedules, will form the contract. The documents specified herein contain the entire contract agreement between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by Westrec or bidder are a part of the contract unless expressly stated therein.

End of General Information

BIDDING INFORMATION

The Special Conditions, the General Conditions, then the specifications (and plans, if any) shall govern, in that order, if there is any conflict between the Special Conditions, the General Conditions, and the specifications / plans.

COMPLIANCE WITH LAWS

Bidders shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations that may in any manner affect the preparation of bids and proposals. Additionally, bidders shall at all times comply with the Code of the CPD (hereinafter Code). The bid submittal process is governed by that Code.

GENERAL CONTRACTOR'S LICENSE

Westrec requires that bidders on building projects hold a City of Chicago General Contractor's License of the appropriate class for the bid, in addition to any other license required by law. A general contractor is defined as a person who, as an investment or for compensation or with the intent to sell or lease, arranges or submits a bid or offers to undertake or purports to have the capacity to erect, construct, alter, repair, move, install, replace, convert, remodel, rehabilitate, modernize, improve, or make additions to any building -- or to any building adjunct attached to real estate and located on the same lot as the building, including driveways, swimming pools, fences, etc.

EXAMINATION OF THE IFB DOCUMENTS

Each bidder may obtain one copy of the IFB in the manner provided in the advertisement. Westrec documents obtained from any source other than Westrec cannot be assumed to be complete, and bids prepared from such documents are subject to rejection.

It is expected that each bidder will read the entire IFB document with care and will submit the forms and affidavits contained in this IFB without alteration. Westrec will not accept bid forms that have been re-created or reformatted by the bidder.

It is also expected that each bidder will carefully review its bid package before submittal to Westrec, to confirm that it meets all requirements set forth in the IFB's BID EXECUTION and BID CONTENTS sections. The bidder's negligence in these matters, or the failure of the bidder to ask relevant questions before the bid due date, will not relieve the bidder of any obligations to comply, in every detail, with all provisions and requirements of the IFB document, if the bidder is awarded a contract. Conversation with an attorney is recommended, since this document may have important legal consequences.

PRE-BID MEETINGS

IF THERE IS A MANDATORY PRE-BID MEETING, and the prospective bidder does not attend, he/she cannot submit a bid. Additionally, if a non-attendeo attempts to submit a bid, that bid will not be considered.

IF THERE IS A NON-MANDATORY PRE-BID MEETING, attendance is not required but is strongly recommended.

IF THERE IS NO SCHEDULED PRE-BID MEETING and a prospective bidder is in doubt as to the true meaning of any part of the IFB, he/she may submit to Westrec a written request for an answer, an interpretation, or the correction of any ambiguity, as set forth below.

QUESTIONS & ANSWERS

QUESTIONS MUST BE SUBMITTED IN WRITING by 10:00 a.m., Central Standard Time, Friday January 25, 2019, whether or not you attend any pre-bid meeting. Questions submitted later will not be answered.

Failure on the part of the prospective bidder to receive written interpretations, clarifications, or answers prior to the time of receipt of bids will NOT be grounds for the withdrawal of the bidder's bid after it is submitted.

ANY CORRECTION, REVISION, ANSWER, or CLARIFICATION of the bid documents will be made only by a written addendum (if something in the IFB document is changed) or a Clarifications / Answers document (if nothing in the IFB is changed) duly issued by Westrec.

A copy of such an ADDENDUM (or Clarifications / Answers) will be faxed, mailed, or e-mailed to each company recorded by the CPD as having obtained a copy of the IFB from Westrec. It will also be uploaded to the IFB's on the Westrec website. It is the sole responsibility of the bidder to obtain any addenda. Westrec will not be liable for the bidder's failure to obtain or download any addenda that may be issued for this bid. No ADDENDA will be issued later than five (5) days prior to the date the bids are due, unless it is an addendum canceling the Invitation for Bid, or one that includes the postponement of the bid's due date.

BIDDER MUST ACKNOWLEDGE RECEIPT OF EACH ADDENDUM ON THE IFB'S SIGNATURE PAGE. It is not necessary to acknowledge receipt of a Clarifications / Answers document.

IF REPRESENTATIVES OF Westrec ADDRESS QUESTIONS AT A PRE-BID MEETING, no such statements made shall in any way bind Westrec. Prospective bidders must still submit all questions in writing to Westrec by the date and time specified herein. A reply, if any, will be issued in the form of an addendum or a Clarifications / Answers, as set out above.

ERRORS IN BIDS

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing their bid confers no right of withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.

SUBMITTING BIDS

Submittal of a bid shall constitute the bidder's representation and warranty that it is capable of doing the work of the contract in the manner set forth in this IFB document, and its acceptance of the CPD's General Conditions and Special Conditions, if any, which are included in this IFB document.

No oral, telegraphic, or telephonic bids, or oral bid modifications, will be considered.

BID DEPOSIT

A bid deposit must accompany each bid. The bid deposit must be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in a cashier's check, money order, or certified check, made payable to the order of the Chicago Park District. Any certified check must be drawn on a responsible bank doing business in the United States. Cash is not an acceptable form of bid deposit. Bid deposits shall be non-interest bearing.

Bid deposits shall be in an amount equal to five percent (5%) of the bid, except as otherwise provided in the advertisement and/or the Special Conditions. If alternative bids are solicited, the amount of the deposit shall be not less than five percent (5%) of the higher or highest possible bid total.

If a bid is properly withdrawn before the time scheduled for the receipt of bids (see the Bidding Requirements in this IFB document), the deposit will be returned.

After bids are opened, bid deposits will be irrevocable for a period of one hundred twenty (120) days. The deposits of the three lowest bidders will be retained until Westrec executes the contract with one or more of them, or, for any reason, rejects all bids.

Compliance with these bid deposit conditions will be determined in all cases by the Executive Vice President of Westrec or his/her designee, and his/her determination will be final.

Non-compliance with the deposit requirement will result in the rejection of the bid.

SELF-PERFORMANCE OF WORK

The awardee must perform with its own organization and forces a minimum of 25% of the work at the site.

WITHDRAWING BIDS

Prior to the scheduled time and date for the receipt of bids, any bid submitted early may be amended, modified or withdrawn by written notice to the Director of Purchasing. Such notice of amendment or modification shall be in writing over the signature of the bidder, and the change shall be so worded as not to reveal the amount of the original bid or the amended bid. Withdrawn bids may be resubmitted up to the time and date designated for the opening of bids, provided that they are then fully in compliance with these Bidding Requirements.

A bid may not be modified, withdrawn or canceled by the bidder after the stipulated time and date designated for the opening of bids, and the bidder agrees to that effect by submitting the bid.

A bid may be withdrawn if Westrec fails to make a formal award within one hundred twenty (120) calendar days after the date fixed for opening bids.

OPENING BIDS

All bids will be opened beginning at the time and place stated in the advertisement or at such other time or on such other date as shall be specified in an addendum or in a notice posted at the Westrec offices at the time originally set for the opening of bids. Further postponements may likewise be issued.

Westrec does not consider bid results read at public openings to be final and/or binding. They are subject to review for completeness, accuracy, and compliance with all of the terms and conditions of the bid specification.

After bid opening, no changes in bid prices or other bid conditions that would be prejudicial to the interest of fair competition or Westrec or the CPD will be permitted.

Bidding may be canceled either before or after opening the bids but prior to award, in whole or in part, when it is in the best interest of Westrec and the CPD.

COMPETENCY OF BIDDER

The CPD may make any and all investigations it deems necessary to determine the ability and responsibility of the bidder to perform the work. The bidder, if requested, must present within a reasonable time (as determined by Westrec) evidence satisfactory to Westrec of ability to successfully perform on any contract awarded pursuant to this bid, and the possession of necessary facilities, labor, materials, equipment, supplies, expertise, financial resources, and adequate insurance to comply with all of the terms of this IFB and any contract awarded pursuant to its provisions. Westrec may seek clarification from any bidder at any time, and failure to respond promptly is cause for rejection. Specifically, the bidder must have performed work similar to that specified in the IFB totaling at least \$2 million

The bidder, acting as an individual, partnership, corporation, or other legal entity, must be of professional status, licensed to perform in the State of Illinois, and licensed for all applicable professional discipline(s) requiring

licensing. Bidder shall be governed by professional ethics in its relationship to Westrec and the CPD. The bidder also must possess any appropriate City of Chicago licenses.

No bid will be accepted from, or contract awarded to, any person, business, firm, partnership, limited liability company or corporation that is in arrears or is in default with Westrec or the CPD upon any debt of contract, or that is a defaulter, as surety or otherwise, upon any obligation to Westrec or the CPD; or that has previously forfeited a bid deposit or has failed to perform faithfully any previous contract with Westrec or the CPD.

Should there be any reasonable grounds for Westrec to believe that a collusion or fraud exists between bidders or participants, such bid may be rejected and all such bidders or participants in such collusion or fraud will not be considered in future bids for Westrec or CPD contracts.

CHICAGO BUSINESS PREFERENCE

A Chicago business is a business located within the corporate limits of the City, and which is subject to City taxes, and has the majority of its regular, full-time work force located within the City.

If the bid of a responsive and responsible Chicago business is higher than the lowest price bid by a responsive and responsible non-Chicago business, but does not exceed that low bid by more than two percent (2%), Westrec will accept the bid of the Chicago business as the lowest, most responsive and responsible bid.

For a joint venture to be deemed a Chicago business, a Chicago business must hold at least a 50% interest in the joint venture, and documents proving such must be submitted with the bid.

PERFORMANCE & PAYMENT BONDS

No later than ten (10) calendar days following the date of the award, the awardee shall furnish to Westrec, and maintain at its own cost and expense, a Performance Bond and a Payment Bond, each in an amount equal to 100% of the highest cash bid, except as may be otherwise provided in the Special Conditions. However, Westrec reserves the right to increase the amount of the performance bond to a percentage of the total value of the contract if the contract amount increases.

The surety on such bonds shall be a surety company authorized to do business in the State of Illinois and approved by Westrec. Attorneys-in-fact who sign the said bonds on behalf of a surety must affix to each bond a certified and effectively dated copy of their power of appointment.

In the event that the awardee fails to furnish the Performance Bond and Payment Bond and the evidence of insurance in said period of ten (10) calendar days, or such extended period as Westrec may grant at its sole discretion, the awardee shall be in default, and Westrec may award the contract to the next lowest responsible bidder or re-advertise for bids. In such case, Westrec shall retain the awarded contractor's bid deposit as liquidated damages, and not as a penalty.

If the contracted work is not completed within the time specified, said event could result in partial or complete loss of the awardee's Performance Bond.

EQUAL EMPLOYMENT OPPORTUNITY

The awardee shall comply with, and assist Westrec in implementing, all equal opportunity policies set forth in the specification documents, as well as any such policies or regulations which may be issued or amended by Westrec from time to time, and all requirements under applicable federal, state and local statutes, and any applicable regulations thereunder, relating to equal employment opportunities for all individuals.

PREVAILING WAGE

Each bidder, contractor, and subcontractor shall comply with all applicable prevailing wage requirements.

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The awardee shall comply with 820ILCS 130/0.01 et seq., as it may be amended (the “Act”), so long as the Act is in effect, in order to ensure that such persons covered by the Act are paid the prevailing wage rates as ascertained by the Illinois Department of Labor. All such contracts shall list the specified rates to be paid to all those employed in the contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such contracts.

SUSPENSION AND DEBARMENT

If federal funds are expended on this project, the awardee may be required to submit documentary proof that the awardee has not been suspended or debarred from receiving federal funds.

INCURRED COSTS

Westrec and the Chicago Park District will not be liable for any costs incurred by bidders in replying to this solicitation.

RETURN OF BIDS

Westrec is under no obligation to return any bids or materials submitted by the bidder in response to this IFB.

RESERVED RIGHTS

Westrec reserves the right at any time and for any reason to cancel this Invitation for Bid, to reject any or all bids, or to accept any bid or part of a bid which in its judgment will be in the best interest of the CPD. This includes the right to award this contract to one or more firms; by region or by multiple regions; or by category or section as published in the Bid Submittal/Cost Pages.

Westrec reserves the right to reject any bid where Westrec has a reasonable doubt, in its discretion, as to the qualifications of the bidder to carry out the obligations of this contract and to complete the work contemplated in the specification (see COMPETENCY OF BIDDER).

Westrec reserves the right to waive immaterial irregularities and informalities in bids, and to interpret ambiguities and decide inconsistencies that may appear in any bid, when, in the opinion of Westrec, the public interest will best be served by such waiver.

Westrec reserves the right to reject any bid that (1) shows omissions, alterations, or additions not called for in the Bid Submittal/Cost Pages, (2) contains conditions or unauthorized alternate bid(s), or (3) otherwise does not conform to the requirements of this specification.

Westrec has 120 calendar days from the date of the bid opening to accept a bid for contract, unless, upon request from Westrec, the lowest responsible bidder(s) extends the time of acceptance.

NO BID RESPONSE

In the event that you decide not to bid on this specific contract, please complete and return the No Bid Response Form ON OR BEFORE the bid opening date.

End of Bidding Information

PROJECT SCOPE

INTRODUCTION

Westrec is soliciting bids from experienced firms for the Construction of Floating Dock Systems and other harbor improvements at Burnham Harbor.

The Awardee shall provide all equipment, fuel, labor, materials, transportation, trucks, vehicles, and any/all other services necessary to construct the dock gates in accordance with the terms and conditions of this specification. Additionally, all services and materials shall be of the highest and best quality, competitively priced, and delivered and performed in a timely manner.

GENERAL SCOPE OF SERVICES

LOCATIONS

- Burnham Harbor
 - Replace Dock Gates P, Q, R, and S with Magnetic Lock and Amano McGann Access System
 - New gate for ramp to floating bathroom adjacent to Dock P with Magnetic Lock and Amano McGann Access System
- 59th Street Harbor
 - Replace Dock Gates A, B, C, D and E with Magnetic Lock and Amano McGann Access System
- Jackson Park Outer Harbor
 - Replace Dock Gates A, B, C and D with Magnetic Lock and Amano McGann Access System

DOCK GATE MATERIALS AND DESIGN

- Per 31st Street Harbor Drawing LR1.16 except:
 - Posts to be surfaced mounted to existing promenade and/or welded to sheet pile
 - All panels to be powder coated
 - ◆ Two colors to be determined
 - Color A – Gate Door Header, Gate Door Posts and Gate Signage
 - Color B – All other headers, posts and gate infill panels
 - Side Elevation dimension between paired gate posts to be reduced from 4'-0" to 2'-0"
 - All brackets, bolts and washers to be stainless steel instead of galvanized steel
 - Lighting Fixture
 - ◆ BEGA 44 418 LED in silver, 2700K color temperature
 - Alternates may be proposed.
 - ◆ Photocell to be incorporated for light activation
 - Add door closer
 - Add door handle
 - Serviceable hinges
 - Floating bathroom gate to exclude wings as shown in Technical Specifications drawing

ACCESS SYSTEM AND CAMERAS

- Amano McGann to provide and install:
 - Key pad Amano WMK900-1-0-AC
 - Omnia Controllers and Modules
 - Amano IP Camera Model CAO-62-11IR Mini Vandal Dome
- Contractor to provide:

- Holes, cutouts and electrical boxes per templates and specifications provided by Amano McGann and/or provided in technical specifications
- Magnetic Locks
 - ◆ Provided by contractor. Model to be determined.
 - ◆ Contractor to Install magnetic lock and back plate to gates
 - ◆ Armored cable housing from magnetic lock to fitting at wiring access hole on door header
 - ◆ Amano McGann to wire and connect magnetic lock to access system

NEMA ENCLOSURE MOUNTING

- Contractor to provide unit struts with stud welded to gate (prior to powder coating) per template for attachment of NEMA enclosures
 - To be installed inside gate on panel adjacent to card reader
 - Two enclosures to be provided and installed by Westrec electrical contractor
 - ◆ Enclosure 1 for low voltage for data and access system
 - ◆ Enclosure 2 for electrical connections

HYDRAULIC DOOR CLOSER

- Model LCN 4041 Super Smoothee SRT Aluminum Door Closer – SKU: 4041AL
- Door closer to be mounted to be mounted to horizontal beam above gate

PROJECT SCHEDULE

- Within 30 days of contract award
 - Full mockup of gate for approval to include:
 - ◆ All gate posts, panels, hinges, holes, cutouts unit struts, hardware, and handle.
 - ◆ Powder coating not required
- Completion of installation and full operation of all gates by April 20, 2019
 - Penalty for failure to complete installation of fully operational gates:
 - ◆ April 20, 2019 to April 30, 2019 - \$100.00 per day per gate
 - ◆ May 1, 2019 and later - \$600.00 per day per gate

End of Project Scope

TECHNICAL SPECIFICATIONS

SEE ATTACHED PDF FILE FOR TECHNICAL SPECIFICATIONS

INSURANCE REQUIREMENTS

CONSTRUCTION IFB

RATING OF INSURANCE COMPANIES

The insurance company or companies providing the required coverage shall be satisfactory to Westrec and the Park District and shall carry a minimum policyholder rating of not less than “A+” as listed in Best’s Key Rating Guide.

CERTIFICATES OF INSURANCE

The contractor shall furnish to Westrec and the Park District, in duplicate, certificates of insurance showing Workmen’s Compensation and Occupational Disease, Commercial Liability, and Comprehensive Automobile Insurance, signed by the insurance company or companies, certifying to the name and address of the contractor so insured, the description of the work covered by such policies, and the dates of their expirations, with a further certification from said insurance companies that their policies will not be changed, cancelled, or terminated without sixty (60) days prior notice in writing to the Park District.

NAMED INSURED

Except for Workman’s Compensation and Occupational Disease Insurance, the contractor shall make Westrec and the Park District, its engineer, their respective Commissioners, Board members, officers, agents, and employees, individually and collectively, an additional insured.

WORKMAN’S COMPENSATION

The contractor shall purchase and maintain insurance protecting the contractor from all liabilities that may be imposed under the Workman’s Compensation Act and the Workmen’s Occupational Disease Act of the State of Illinois, and, in the event that any work is sublet, the contractor shall require all subcontractors to provide similar insurance for all the latter’s employees. The limit of liability under the coverage “B,” the Employer’s Liability Section of the standard form of Workmen’s Compensation, and Employer’s Liability Policy, shall not be less than \$500,000.00 per person.

GENERAL LIABILITY

The contractor shall purchase and maintain, during the life of the contract, such Comprehensive Public Liability insurance as shall protect him from claims for damages for bodily Injury, including accidental death, as well as claims for property damage which may arise from activities under or incidental to the contract, whether such activities be by himself or by any of his subcontractors, or by anyone directly or indirectly employed or otherwise contracted by any of them.

- A. This provision shall be construed as requiring the contractor to purchase and maintain Comprehensive General Liability Insurance and Contractual Insurance covering the “Hold Harmless” clause specified in Section XVI of the General Conditions.
- B. Where hazard exists, the contractor shall purchase and maintain insurance to protect against the claims due to explosion, collapse, or damage to underground utilities.
- C. The limits of liability for the above shall be no less than as follows:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Bodily injury	\$1,000,000.00 each occurrence
	\$2,000,000.00 in aggregate
Property damage	\$2,000,000.00 each occurrence

AUTOMOBILE LIABILITY

The contractor shall purchase and maintain, during the life of the contract, Comprehensive Automobile Liability Insurance, which shall include all owned, non-owned, hired or rented vehicles with limits of liability as follows:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Bodily injury	\$1,000,000.00 each person
	\$2,000,000.00 each occurrence
Property damage	\$1,000,000.00 each occurrence

EXCESS LIABILITY

The contractor shall purchase and maintain, during the life of the contract, Excess Liability Insurance with limits not less than \$5,000,000.

BUILDER'S RISK

The contractor shall provide a Builder's Risk Policy with an All Risk endorsement for this project and shall name the Park District as additional insured in said policy as its interest may appear. Loss, if any, under this insurance coverage, is to be adjusted with the contractor and made payable to the contractor. Such insurance shall cover all items of labor and materials connected with the work, whether in or adjacent thereto, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work and such scaffoldings, staging, towers, forms, and equipment as are not owned or rented by the contractor, the cost of which is included in the cost of the work.

EXCLUSIONS:

1. Builder's Risk policy produced by the contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, and shoring commonly referred to as construction equipment, which may be in use on the site, capital value of which is not included in the work. The contractor shall make his own arrangements for any insurance he may require on such equipment.
2. A copy of the plans (if any) relating to the contract must be endorsed. This can be done at the office of the Engineer of the Chicago Park District.
3. Particular attention should be paid to the notice of cancellation. Wording such as "endeavor" and "impose no obligation" are not acceptable.

End of Insurance Requirements

NOTICE

A PERSON OR PERSONS LEGALLY AUTHORIZED TO BIND THE BIDDER TO A CONTRACT MUST SIGN THE BID.

IF THE BIDDER IS A CORPORATION

**The bid must be signed in the name of the corporation by
THE PRESIDENT OF THE COMPANY**

and shall be properly notarized. The bid shall show the state in which the corporation is chartered. If it is a foreign corporation, the bid shall show whether or not it is licensed to transact business in Illinois.

IF SOMEONE OTHER THAN THE PRESIDENT SIGNS

the CPD requires the inclusion of satisfactory evidence
(COPIES OF CORPORATE BYLAWS, RESOLUTIONS, OR POWER OF ATTORNEY)
that the person signing the bid is properly authorized to execute contracts.

IF THE BIDDER IS A PARTNERSHIP OR LIMITED LIABILITY COMPANY

**The bid must be signed in the name or style under which the organization is doing business
BY ALL OF THE PARTNERS OR MEMBERS,**

unless one partner or member has been authorized to sign for the partnership or limited liability company,
in which case

EVIDENCE OF SUCH AUTHORITY

satisfactory to the Director of Purchasing must also be submitted.

IF THE BIDDER IS AN INDIVIDUAL OR SOLE PROPRIETOR

The bid must be signed

BY THE INDIVIDUAL OR SOLE PROPRIETOR

or by appointed representative, stating the name under which he/she is doing business.

IF SIGNING IS BY APPOINTED REPRESENTATIVE

his or her power of attorney or other authorization must be stated and provided.

End of Bid Execution

BID CONTENTS

The bid must contain the following:

1. FORMS, in the following order:

- a. SIGNATURE PAGE
 - ▶ Receipt by the bidder of ADDENDA to this IFB must be acknowledged on the Signature Page.
 - ▶ ADD HERE ANY PROOF OF CONTRACTING AUTHORITY THAT YOU ARE REQUIRED TO SUBMIT
- b. BID / UNIT COST PAGES
- c. [CHICAGO BUSINESS AFFIDAVIT, if applicable]
- d. SELF-PERFORMANCE AFFIDAVIT
- e. SUBCONTRACTOR FORM
- f. VENDOR REFERENCES FORM
(Reference letters may be included. If the bidder is a joint venture, a completed Vendor's References Form is required for both firms.).

2. ADDITIONS, in the following order:

- a. If your firm is a corporation, your state Certificate of Incorporation. If incorporated in a state other than Illinois, also your proof from the Illinois Secretary of State's Office that your business is licensed to do business as a foreign corporation in the State of Illinois.
- b. Your firm's insurance certificate (or Letter of Insurability from your insurance carrier) evidencing the coverages and limits required for this contract
- c. Any/all of the firm's licenses that are required by the State of Illinois or City of Chicago to perform this type of work

End of Bid Contents

BID PACKAGING AND DELIVERY

YOUR BID SHOULD HAVE TWO (2) SECTIONS, AS LISTED ON PP. 93

1. FORMS
2. ADDITIONS

COPYING THE BID

A. The original

BEFORE the original is signed, make ONE copy. Have both the original AND the copy signed (see BID EXECUTION, p.110). BOTH must have ORIGINAL SIGNATURES. These will be the TWO (2) required originals. Mark each as "ORIGINAL."

B. The copy

Make one copy of the SIGNED original. Double-sided copying is preferred. The copy also may be provided as a CD (NOT DVD).

PACKAGING THE BID

The two originals and one copy must be sealed in or secured as **ONE PACKAGE or BOX**.

- A. The bid package or box must be clearly marked with the **specification title and number and the proposal due date**.

DO NOT put your company's name & address on the bid package.

- B. **If you submit your bid via a delivery service (U. S. Mail, FedEx, UPS, DHL, etc.) you must indicate on the package that it is a bid.** The package must be clearly marked with the specification title and number and the bid due date.

DELIVERING THE BID

- A. **DELIVER THE BID TO THE WESTREC, 1521 S. Linn White Drive, 1st Floor South ON OR BEFORE THE DATE AND TIME SPECIFIED.**

1. **The bidder** is responsible for ensuring timely delivery to the Westrec.
2. **Proposals sent via United States mail or other delivery services** will be considered only if they are received at Westrec's office before the specified time on the due date. Westrec does not guarantee that bids received in the building by mail or other delivery services will be delivered to Westrec before the 3:00 p.m. deadline.
3. **Westrec's clock controls the time, not the bidder's.**

- B. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

End of Bid Packaging and Delivery

BID FORMS

**REMOVE AND COMPLETE
ALL FORMS.
SIGN AND NOTARIZE
WHERE REQUIRED.**

**ADD
OTHER DOCUMENTS
LISTED ON
PAGE
13**

CAUTION

YOUR BID WILL BE DEEMED

NON-RESPONSIVE

IF ANY OF THE FOLLOWING OCCUR:

- ▶ **The Signature Page is not signed** ◀

- ▶ **Someone other than the President of your firm signs the Signature Page, and you do not include satisfactory evidence (copies of corporate bylaws, resolutions, or powers of attorney) that the person signing the bid is properly authorized to bind your firm to a contract** ◀

- ▶ **Addenda are issued, and you fail to acknowledge receipt of the addenda on the Signature Page** ◀

SIGNATURE PAGE

This bid is to be completed and executed in accordance with the stated provisions. Failure to sign below will result in the entire bid package being deemed non-responsive

IF SOMEONE OTHER THAN THE PRESIDENT SIGNS, submit a copy of the company's by-laws, a resolution, or power of attorney confirming that person's authority to bind the company contractually. Failure to provide this documentation will result in the entire bid package being deemed non-responsive.

The undersigned hereby acknowledges having received this solicitation's specifications (and plans, if any) and certifies that they have read and understood the contents. Failure to have read and understood all of the Conditions of this solicitation shall not be cause to alter the resulting contract or request additional compensation. The undersigned has examined the site of the work and the means of access thereto and has made all other investigations and examinations necessary to complete the work in accordance with the stated specifications, and affirms that the undersigned shall be bound by all of the terms and conditions contained herein. Bidder agrees that this bid shall be good and may not be modified or withdrawn for a period of seventy-five (75) calendar days after the scheduled closing time for receipt of bids. The undersigned further affirms that no disclosures of ownership interests have been withheld.

Criminal Code: By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of engaging in or being convicted of: (a) bid-rigging in violation of Section 3; or (b) bid rotating in violation of Section 4, of the Illinois Criminal Code of 1971, as amended (720 ILCS, 5/33E-3 and 4), or any similar offenses of any state of the United States. A bidder who makes a false statement material to this certification commits a Class 3 felony.

Anti-Collusion: The bidder hereby certifies that this bid was not made in the interest of or on behalf of any undisclosed person, partnership, company collusive or sham, and that said bidder has not been a party to any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding, and has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the Chicago Park District or of any bidder or anyone else interested in the proposed contract.

BUSINESS ORGANIZATION: *(check one)* Corporation State of Incorporation: _____
 Sole Proprietor
 Partnership or Joint Venture
 Limited Liability Company

Bidder: _____
(Print or Type Name of Business)

Signature: _____ **Date:** _____
(Written Signature of President or Authorized Officer/Representative)

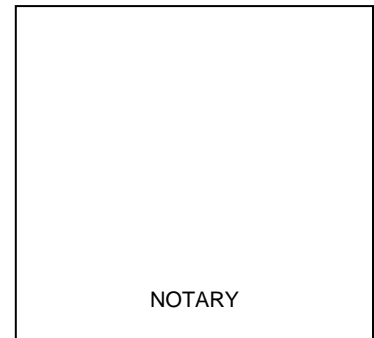
Name/Title: _____
(Print or Type Name and Title of President or Authorized Officer/Representative)

Address: _____
(Print or Type Business Address)

City/State/Zip: _____
(Print or Type City, State and Zip Code)

Telephone #: _____ **Fax #:** _____

NOTARY: _____



General Contractor's License Number: _____ **Class:** _____

If this bid is submitted by a **JOINT VENTURE** each business shall provide (1) the information requested above and (2) a copy of the Joint Venture Agreement.

BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA (IF ANY) BELOW

Bidder acknowledges receipt of addenda: Number _____
Dated _____

**CONSTRUCTION OF HARBOR DOCK GATES
W-19001**

THE PRICE BID MUST INCLUDE

all delivery, equipment, fuel, labor, materials, transportation, trucks, vehicles, and any/all other costs associated with performing the services identified in this specification.

THE BIDDER MUST COMPLETE EACH LINE

in order to be considered responsive to this bid specification.

EACH LINE MUST BE COMPLETED IN INK or BY TYPEWRITER.

The **TOTAL LUMP SUM PRICE** is:

_____ Dollars
(Words)

\$ _____, which constitutes the aggregate amount upon which the
(Numbers) accompanying Bid Deposit is based.

In case of discrepancy, the amount shown in words will govern.

BID IN EXCESS OF \$25,000.00 MUST HAVE A 5% BID DEPOSIT

BID LESS THAN \$25,000.00 DOES NOT REQUIRE A BID DEPOSIT

It is understood and agreed that the foregoing price is to be used in determining the payments to be made by Westrec in accordance with the provisions of the specifications and that the basis of this bid has been solely the bidder's own knowledge and information, derived from sources other than Westrec, its officers, agent or employees, respecting the nature of the ground, the structures (if any) upon which the work is to be done, the character of the equipment and facilities needed, the general and local conditions and all other matters that may affect the work.

BID BOND

In accordance with the requirements of this specification, there is deposited herewith a bid bond, certified check, cashier's check, or money order payable to the order of the Chicago Park District in the sum of

\$ _____,
(Numbers)

which is at least 5 percent of the aggregate amount of the foregoing total base bid. In the event that the performance and payment bonds or other acceptable guarantee, as well as other documents listed in the Bidding Requirements, are not submitted within the time specified, the bid deposit will become the property of the Chicago Park District as liquidated damages for the delay and additional expenses caused hereby.

The CPD does not know at the time of bid whether it will add the alternates to the project and will make its determination based on the prices for each alternate. Additionally, if the CPD decides to include one or more alternate, then determination of project award will be based on the lump sum price plus the alternate or alternates that the CPD selects. The price for each alternate will include all labor, materials, equipment, and all other costs associated with performing the work.

Bid Scope #1: Burnham Harbor

The LUMP SUM PRICE, if awarded to the undersigned, shall be:

\$ _____

(Numbers)

Bid Scope #2: 59th Street Harbor

The LUMP SUM PRICE, if awarded to the undersigned, shall be:

\$ _____

(Numbers)

Bid Scope #3: Jackson Park Outer Harbor

The LUMP SUM PRICE, if awarded to the undersigned, shall be:

\$ _____

(Numbers)

Each Bidder is required to confirm the schedule as part of its bid. Time for completion of the work shall commence to run from the date set forth in the Notice-to-Proceed (NTP) issued by Westrec. The NTP will not be issued until the Awardee executes the contract with Westrec. Furthermore, Westrec will execute a contract with the Awardee when it submits to the CPD the required Performance and Payment Bonds and insurance certificates. Under no circumstances shall the Awardee commence the work until the contract is executed. Any delay by the Awardee in returning the required Performance and Payment Bonds and evidence of insurance coverage shall not extend the time for completion.

(Written Signature of President or Authorized Officer/Representative)

End of Bid Submittal

CHICAGO BUSINESS AFFIDAVIT

If the bidder is a *Chicago business* as defined in the BIDDING INFORMATION section of this IFB, fill out and submit this form with the other bid documents.

1. Street address of *principal* place of business:

2. Is bidder subject to City of Chicago taxes?

Yes No

3. How many persons are currently employed by the bidder? _____

4. How many of bidder's current employees work at City of Chicago locations? _____

Bidder: _____
(Print or Type Name of Business)

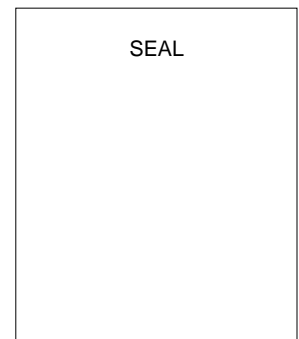
Signature: _____ Date: _____
(Written Signature of Authorized Officer/Representative)

Name/Title: _____
(Print or Type Name and Title of Person Signing Statement)

SUBSCRIBED TO BEFORE ME ON [DATE] _____, AT _____ COUNTY, STATE OF _____

NOTARY PUBLIC _____

COMMISSION EXPIRES: _____



End of Chicago Business Affidavit

VENDOR REFERENCES

Bidder (company name): _____

Contact Person: _____ Phone: _____

1. Number of years your company has been in business: _____
2. Illinois State License Registration No. _____

NOTE:

Provide a minimum of three (3) references. All must be for projects that are similar to that specified herein. Subcontractors are not acceptable references.

If applicable, Westrec and/or the CPD can be used as a reference, but only as ONE of the three. Use of the CPD as more than one reference may result in your bid being deemed non-responsive.

REFERENCES:

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____ Phone: _____

Contract Description: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____ Phone: _____

Contract Description: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____ Phone: _____

Contract Description: _____