

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

**INVITATION FOR BID (IFB)
FOR
CONSTRUCTION OF FLOATING WASHROOM
IN BURNHAM HARBOR**

W-19002

CONTRACT TERM

One Hundred Eighty (180) Days from Notice to Proceed

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ADVERTISED: November 20, 2019

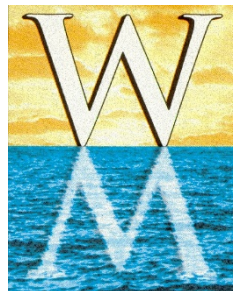
PRE-BID MEETING: December 5, 2019 at 10:00 A.M. C.S.T.

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 December 9, 2019 at 10:00AM. CST**

BID DUE DATE: Wednesday, December 18, 2019, at 3 P.M. C.S.T.



Date Advertised: Wednesday, November 20, 2019

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

*INVITATION FOR BID (IFB)
FOR
CONSTRUCTION OF FLOATING WASHROOM IN BURNHAM HARBOR*

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

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-19002

Description: Westrec Marina Management, Inc. invites the submission of bids for
CONSTRUCTION OF FLOATING WASHROOM IN BURNHAM HARBOR

Pre-bid Meeting: Thursday, December 5, 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 Monday,
December 9, 2019 at 10:00 a.m., C.S.T.

Bid Due Date: Wednesday, December 18, 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 a floating bathroom in Burnham Harbor. 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-attendee 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, Monday December 9, 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.

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

The Awardee will receive, unload, secure and install five floating washroom foundations, and construct one washroom per plans and technical specifications dated XXXXX XX, 2019 by Muller and Muller Architects 700 N. Sangamon, Chicago IL. 60822

This project shall be completed in a timely manner with minimal impact to the use of the overall park and community.

Services that the Awardee will provide include, but are not limited to the following:

1. Obtaining CPD permits required for the work
2. Unload, secure, and install floating washroom foundations
3. Construct washrooms per plans and technical specifications

DETAILED SCOPE OF SERVICES

The Drawings and Technical Specifications attached to this Invitation for Bid (IFB) provide the detailed scope of services for this project. The Awardee will comply with these documents.

PROJECT LOCATIONS

Burnham Harbor Marina

ANTICIPATED PROJECT SCHEDULE

IFB Advertised	November 20, 2019
Bids Due	December 18, 2019
Notice-to-Proceed (NTP) Issued	January 6, 2020
Substantial Completion	April 15, 2020
Project Completion	May 1, 2020

PROJECT COMPLETION TIME

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 Westrec 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.

PROJECT SITE INVESTIGATION

Bidders are expected to investigate the project site and become thoroughly familiar with all work locations and associated project tasks prior to submitting their proposal. Westrec will not approve requests for additional compensation that are a product of the bidder's failure to conduct a thorough site investigation and/or not having a thorough understanding of the scope of services.

SUBCONTRACTORS

The bidder shall include in its bid the names of all subcontractors that the bidder expects to utilize for the performance of all subdivisions of work, together with the division of work. The Awardee shall subcontract only with competent and responsible subcontractors. The CPD reserves the right to approve all subcontractors. The Awardee shall not replace any subcontractor or add or subtract subcontractors without the prior written consent of Westrec. Such consent by Westrec shall not be unreasonably withheld.

End of Project Scope

SEE ATTACHED PDF FILE FOR TECHNICAL SPECIFICATIONS

SPECIAL CONDITIONS

WBE PARTICIPATION

Additional consideration will be given to responses that exceed the minimum WBE (Women-owned business) participation. Such consideration will be dependent on bidder providing sufficient proof of ability to meet proposed WBE participation. Failure to meet proposed WBE participation may result in financial penalties to bidder.

FLOATING PLATFORMS

The owner will purchase the floating foundations and ramp for the floating washroom, and they will be delivered by the manufacturers. Owner will take possession of the ramp and floating frames, unload, secure, and install per the plans on drawings.

ASSEMBLY AND STAGING

Construction access for floating platform will be vis Burnham Harbor EF Dock.

BUILDING SELECTION

The building to be built will be the Jackson Outer variant shown in the drawings and specifications from IFB W-11002 provided by Muller + Muller and dated July 18, 2011. This variant has 4 rest rooms and an office as shown in drawing A1.1 J and related drawings.

UTILITY CONNECTIONS

Utility connections will be run from Burnham EF dock directly to platform. The owner will make utility connections from Burnham EF dock to platform.

End of Special Conditions

NOTICE REGARDING MBE/WBE PARTICIPATION IN ALL CHICAGO PARK DISTRICT CONTRACTS

MBE/WBE PARTICIPATION IS MANDATORY.

Bidders should read and familiarize themselves with the following Compliance Conditions, which will apply to and form a part of any contract awarded as a result of this IFB.

These are the conditions bidders will be agreeing to when submitting a bid.

THE BID MUST INCLUDE THE BIDDER'S MBE/WBE COMPLIANCE PLAN

(Schedule A) and information provided by the bidder's participating MBE and WBE firms (Schedule Bs and certification letters).

NO EXCEPTIONS

End of Notice Regarding MBE/WBE Participation

COMPLIANCE CONDITIONS

PARTICIPATION BY MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

CONSTRUCTION IFB

These Compliance Conditions incorporate Chapter XI, Section F, of the Code of the Chicago Park District, the Minority- and Women-owned Business Enterprise Program.

They form a part of the contract documents.

All terms not specifically defined in the MBE/WBE Compliance Conditions will be governed by the definitions in the General Conditions, unless the context indicates otherwise.

DEFINITIONS

Broker means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory, and provides no commercially useful function other than acting as a conduit between the supplier and the customer.

Certification or “certified” means official recognition of the MBE or WBE status of a business by a public or private entity such as the City of Chicago, the Chicago Minority Business Development Council (CMBDC), the Women’s Business Development Center (WBDC), or the Small Business Administration (SBA).

Commercially useful function means that a firm is responsible for the execution of a distinct element of the work of the contract and carries out its responsibilities by actually performing, managing, and supervising the work involved, or by fulfilling its responsibilities as joint venturer. To determine whether a firm is performing a commercially useful function, the Chicago Park District will evaluate the amount of work subcontracted, industry practices, and other relevant factors.

Direct participation means the participation by an MBE or WBE (1) as the prime contractor, (2) as a partner in a joint venture, (3) as the subcontractor of a portion of the work of the contract, or (4) as the vendor of goods and/or services used in or related to the purpose of the contract.

Established business means a business entity which, by virtue of its size and capacity for competing in the markets in which it operates, does not need to be a participant in the MBE/WBE program in order to effectuate the purposes of the program as determined by the Park District. In general, a business entity shall be presumed to be an established business if it meets local and other nationally recognized standards for such status.

General Superintendent means the General Superintendent of the Chicago Park District. The General Superintendent shall represent and act for the Park District in all matters pertaining to this contract in conjunction therewith. The term General Superintendent shall include any person designated in writing by the General Superintendent to act in his/her stead with respect to this contract and shall also include, with respect to any actions taken prior to the award of this contract, the Director of Purchasing.

Indirect participation means the participation by an MBE or WBE as the supplier of goods and/or services that are not used directly for the purposes of the contract, but that are used in other aspects of the bidder’s business.

Joint venture means an association of two or more businesses formed to carry out a single business enterprise for profit, and for which purposes they combine their expertise, property, capital, efforts, skills and knowledge.

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

Lowest responsible bidder means that bidder which submits the lowest price and meets all other bid specifications, including the MBE goal and the WBE goal and these Compliance Conditions, unless a reduction or waiver is granted.

Minority group means any of the following racial or ethnic groups:

- African-Americans or Blacks (persons having origins in any of the Black racial groups in Africa)
- Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race)
- Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands)
- Other groups, or other individuals, found by the General Superintendent to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets and to do business with the Chicago Park District.
- For purposes of contracts funded by state or federal government sources, groups found to be eligible for the designation of DBE (Disadvantaged Business Enterprise) by such governmental sources.

Minority-owned business or **MBE** means a local business that is certifiably at least 51% owned by one or more members of one or more minority groups, or, in the case of a publicly-held corporation, a corporation in which at least 51% of the stock is owned by one or more members of one or more minority groups, and whose management and daily business operations are controlled by one or more members of one or more minority groups, and which is not an established business.

Minority-owned business enterprise goal or **MBE goal** means the goal adopted for participation by MBEs by the Chicago Park District Code, Chapter XI, Section F.

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

Program means the Minority and Women-owned Business Enterprise Program enacted by Chapter XI, Section F of the Code of the Chicago Park District, and all rules, regulations, forms, and schedules promulgated thereunder.

Schedules means the attached Schedule A and Schedule B prepared by the Park District.

Women-owned business or **WBE** means a local business which is certifiably at least 51% owned by one or more women, or, in the case of a publicly held corporation, a corporation in which 51% of the stock is owned by one or more women, and whose management and daily business operations are controlled by one or more women, and which is not an established business.

Women-owned business enterprise goal or **WBE goal** means the goal adopted for participation by WBEs by the Chicago Park District Code, Chapter XI, Section F.

I. POLICY

- A. It is the policy of the Chicago Park District that members of minority groups and women participate to the maximum feasible extent in the performance of Park District contracts. During the performance of this contract, the bidder agrees that it shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, unfavorable discharge from military service, parental status, or sexual orientation in the solicitation for or purchase of goods or services, or the subcontracting of work in the performance of this contract.

II. COMMITMENT TO MBE/WBE PARTICIPATION

- A. In order to be considered responsive, the bidder shall expend at least 25% of the total contract price with MBEs (“MBE goal”) and at least 5% with WBEs (“WBE goal”), unless, prior to the submission of the bid, the Park District grants a percentage reduction or a waiver through the process detailed in Section II.F below. The Director of Purchasing, subject to the approval of the General Superintendent, may extend the period for the granting of reductions or waivers in order to increase the opportunities for the participation of MBEs and/or WBEs in the performance of the contract.
- B. If the bidder is a certified MBE firm, the WBE requirement must still be met.
 1. If the bidder is a certified WBE firm, the MBE requirement must still be met. A business enterprise owned by a woman who is a member of a minority group may be counted on a particular contract as an MBE or a WBE, but not both.
- C. The total dollar value of the bidder’s MBE or WBE direct participation and indirect participation shall be counted toward the MBE and/or WBE goals.
- D. If the contract value is increased through a change order or contract modification, the MBE and WBE expenditures must increase proportionally.
- E. The commitment to achieve the MBE goal and the WBE goal may be met by:
 1. The bidder’s status as a MBE or a WBE; or
 2. The bidder’s status as a joint venturer with one or more MBEs and/or WBEs. The percentage of the ownership and control of the MBE joint venturer or WBE joint venturer shall be the percentage of participation counted toward the MBE goal and/or the WBE goal. A joint venture is eligible for participation as an MBE and/or WBE, if, and only if, all of the following requirements are satisfied:
 - a. The MBE or WBE venturer(s) participates in the ownership, control, management responsibilities, risks and profits of the joint venture in proportion with the MBE and/or WBE ownership percentage
 - b. The MBE and/or WBE venturer(s) is responsible for a clearly defined portion of the work of the contract in proportion with the MBE’s and/or WBE’s ownership percentage; and
 - c. The MBE and/or WBE venturer(s) actually performs with its own forces and using its own equipment, work equal to at least 75% of the value of its ownership of the joint venture.
 - d. The Director of Purchasing, in consultation with appropriate Park District staff, will evaluate the proposed joint venture agreement and all other relevant documents to determine whether these requirements have been satisfied; or
 3. Subcontracting a portion of the work of the contract to one or more MBEs/WBEs:
 - a. A bidder may count toward its MBE or WBE goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - b. Brokering will not be counted toward the goals. If an MBE or WBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the MBE or WBE shall be presumed not to be performing a commercially useful function. The bidder may present evidence to rebut this presumption. Where an MBE or WBE, consistent with industry practices, intends to enter into further subcontracts totaling more than 25% of the value of the MBE’s or WBE’s subcontract, the MBE or WBE must submit all documents required by Section IV of these Conditions regarding all further subcontracts, except that reductions or waivers of the MBE goal or WBE goal need not be obtained. However, the dollar value of any work that is further subcontracted to other than MBEs and/or WBEs shall not be counted toward the attainment of the bidder’s MBE and/or WBE goals. This provision does not apply to MBEs or WBEs who represent manufacturers. Agreements between a bidder and an MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders are prohibited.
 4. The purchase of materials or services used in or related to the performance of the contract from one or more MBEs and/or WBEs; or

5. The purchase or subcontracting of materials or services not specifically related to the performance of this contract from one or more MBEs and/or WBEs (indirect participation); or
 6. Any combination of the foregoing.
- F. Reduction or Waiver of the MBE goal and/or WBE goal
- G. The Director of Purchasing, in consultation with appropriate Park District staff, shall consider any request for a reduction or a waiver of the MBE goal and/or the WBE goal when necessary. A reduction or waiver may be granted if, among other things, the reasonable and necessary requirements of the contract render sufficient subcontracting, joint venturing or other participation of MBEs and/or WBEs infeasible or excessively costly; or, sufficient MBEs and/or WBEs capable of providing the goods and services required by the contract are not readily available despite affirmative efforts to locate such businesses.
1. If a bidder determines that it is unable to meet the required MBE goal and/or the WBE goal through direct subcontracts, the bidder must attempt to meet the goals through indirect subcontracts.
 - a. In the rare instance in which indirect subcontracting also is not possible, the bidder must request a reduction or a waiver of the goal(s) prior to submission of its bid. In order to obtain a reduction or waiver, the bidder must document its unsuccessful solicitation (as either direct or indirect subcontractors or joint venturers) of a reasonable number of the appropriately certified MBEs and WBEs. Documentation must include, but is not necessarily limited to:
 - b. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to or joint venturing with MBEs and WBEs; and
 - c. A listing of all MBEs and WBEs contacted and not utilized, including:
 - i. Names, addresses and telephone numbers of MBEs and WBEs solicited;
 - ii. Date, time and method of contact;
 - iii. A statement from each contacted MBE or WBE explaining why it was not available to do the work, or a statement that the MBE or WBE did not respond; and
 - iv. Where relevant, documentation of all prices quoted by all subcontractors.

III. PROCEDURE TO DETERMINE COMPLIANCE

- A. MBE/WBE Participation (“Schedules”)
1. Schedule A: Statement of Prime Bidder Regarding MBE/WBE Utilization. In order to achieve both the MBE and WBE goals, the bidder must submit a completed Schedule A, committing the bidder to the utilization of each listed MBE and WBE, including MBE and WBE joint venturers. The bidder must commit to the expenditure of a specific dollar or percentage amount of participation by each MBE and WBE firm. The total dollar or percentage commitment to proposed MBE firms must at least equal the MBE goal. The total dollar or percentage commitment to proposed WBE firms must at least equal the WBE goal. The bidder is responsible for calculating the dollar equivalent of the MBE and WBE goals. All commitments made in Schedule A must conform to the submitted Schedule Bs. The bidder will not be permitted to substitute another firm for the MBE and/or WBE listed in Schedule A, except as described in Section IV.C. of these Conditions.
 2. Schedule B: Letter of Intent from MBE or WBE to Perform as Subcontractor, Supplier and/or Consultant as Included in the Bidder’s Schedule A. Each Schedule B must accurately detail the work to be performed by the MBE or WBE and the agreed rates and prices, and must be completed and signed by the MBE or WBE firm.
 3. Letters of Certification. Copies of each proposed MBE’s and WBE’s current letters of certification (or other certification documents) must be submitted with the Schedule B. The Park District accepts certification by public or private entities such as the City of Chicago, the Chicago Minority Business Development Council, the Women’s Business Development Center (WBDC), etc. The Park District reserves the right to determine that even if an entity is certified, its inclusion in the Program does not further the Program’s purposes. The Park District – not the bidder – shall determine the adequacy of the letters of certification or other certification documents.

- a. Receipts for the submittal of applications for certification are NOT ACCEPTABLE alternatives to current certification letters.
 - b. The only ACCEPTABLE alternative to a current certification letter is a “courtesy extension letter” from the same certifying agency.
- B. Evaluation of the Schedules
- 1. If the potential awardee fails to meet the MBE goal and/or the WBE goal and no reduction or waiver was granted before the bid was submitted; or is found to be unresponsive or uncooperative; or if false statements were made in the Schedules; or if the bidder fails to cooperate promptly with the Park District, the bidder may be deemed unresponsive and eliminated from award consideration.

IV. CONTRACT PERFORMANCE

- A. MBE and WBE Utilization Reports
- 1. The awardee shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least three years after expiration of the contract. The awardee shall file a MBE and WBE Utilization Report with every progress payment request. The MBE and WBE Utilization Report will reflect the current status of current and projected payments to MBEs and WBEs. Such reports shall include the following: the name, business address, telephone number and contact person of each MBE and WBE actually involved in the performance of the contract; a description of the work performed and/or product or service supplied by each MBE or WBE; the date and amount of each payment; and such other information as may assist the Director of Purchasing in determining the bidder’s compliance with the Conditions of the Program.
- B. Access to Records
- 1. During the term of the contract and for a period of three years after the expiration date of the contract, the Director of Purchasing shall have access to the awardee’s books and records, including without limitation payroll records, tax returns and records, and books of account, on five business days’ notice, to allow the Director of Purchasing to determine the awardee’s compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the awardee’s records by any officer or official of the Chicago Park District for any purpose.
- C. Substitution of MBEs and WBEs Listed in the Schedules
- 1. When the awardee believes it has become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE goal or WBE goal, or to complete the work of the contract, the awardee must submit a written request for permission to substitute a different MBE or WBE. Any substitution must receive prior approval from the Director of Purchasing. If the participation of MBEs and/or WBEs in the contract would be reduced by the substitution, the awardee must utilize MBEs and/or WBEs in other areas of the contract to meet the MBE goal and/or WBE goal, unless a reduction or waiver is granted. Such a request must include specific reasons for the proposed substitution, stating why the MBE or WBE is unable to complete the work. Acceptable reasons include, but are not limited to, the following:
 - 2. The MBE or WBE was found not to be able to perform the work as described in the Schedules, or was not able to perform on time;
 - 3. The MBE or WBE was found not to be able to produce acceptable work;
 - 4. The MBE or WBE was discovered to be improperly certified
 - 5. The MBE or WBE later demanded an unreasonable escalation of price.
- D. The awardee’s substitution request should include the names, addresses, and officials of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Such notification shall also include documents that are required of bidders to determine bid compliance, including the Schedules and current letters of certification. The Park District will not approve extra payment for escalated costs incurred by the awardee when a substitution becomes necessary for the awardee in order to comply with the MBE goal and/or the WBE goal.

V. NON-COMPLIANCE

- A. The following constitute material breaches of the contract and shall entitle the Park District to declare a default, terminate the contract and exercise those remedies provided for in the contract and at law or in equity: (1) failure to satisfy the MBE goal and/or the WBE goal as required by the contract; or (2) the disqualification of the MBE or WBE when such status was a factor in the contract award and was misrepresented by the bidder.
- B. In the event of an awardee's non-compliance with the commitment to MBE and/or WBE participation, the awardee agrees to pay damages to the MBEs and WBEs that were underutilized due to no fault of the MBE or WBE. The unexcused reduction of MBE and/or WBE participation in connection with a contract, including any modification thereof, shall entitle the affected MBEs and WBEs to damages. The awardee agrees to submit any dispute concerning such damages to binding arbitration by an independent arbitrator, other than any department or agency of the Chicago Park District, with reasonable expenses, including attorneys' fees and costs being recoverable by a prevailing MBE or WBE.
- C. In the event that an awardee is determined by the Director of Purchasing not to have been involved in any misrepresentation of the status of a disqualified MBE or WBE included in the Schedules, the Director of Purchasing may allow the awardee to discharge the MBE or WBE and, if possible, identify and engage a qualified MBE or WBE as a replacement. A MBE must be replaced by another MBE and a WBE must be replaced by another WBE, unless a reduction or waiver is granted.
- D. If, after notice and a hearing before the Director of Purchasing, the General Superintendent determines that an awardee or a MBE or WBE has made fraudulent misrepresentations to the Director of Purchasing regarding the utilization of MBEs or WBEs, or has colluded with another making such fraudulent misrepresentations, the awardee or MBE or WBE shall be disqualified from contracting or subcontracting on additional contracts with the Park District for a period of three years.
- E. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject. The General Superintendent, through the General Counsel of the Park District, shall inform the appropriate law enforcement officers of instances of fraudulent misrepresentation and collusion.

End of Compliance Conditions

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
21**

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)

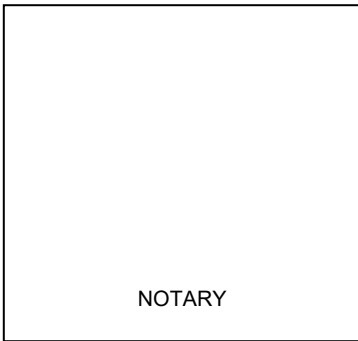
Name/Title: _____
(Print or Type Name and Title of President or Authorized Officer/Representative)

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 FLOATING BATHROOM
W-19002**

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.

ALTERNATES

No Alternates

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:

(Written Signature of Authorized Officer/Representative)

Date: _____

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: _____

SEAL

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: _____

INSTRUCTIONS FOR COMPLETING SCHEDULES A & B

CHICAGO PARK DISTRICT

A. SCHEDULE A [STATEMENT OF PRIME BIDDER]

1. Completion of Schedule A

- a. Schedule A must be completed and signed by the bidder.
- b. The bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE listed on the Schedule A.

2. Joint Venture Attachment to Schedule A (Joint Venture only)

- a. If the bidder's MBE/WBE plan includes the participation of an MBE/WBE as a joint venture partner, the bidder must submit, with the Schedule A, a copy of the parties' Joint Venture Agreement.
- b. The Alternate Signature Page of the Schedule A must be signed by the joint venture partners.

3. Non-compliant Bid

Failure to submit a properly completed and signed Schedule A (and joint venture documentation, if applicable) will render the bid non-compliant, which will remove the bidder from further award consideration.

B. SCHEDULE B [STATEMENT OF MBE/WBE FIRM(S)]

1. Completion of Schedule B

- a. A Schedule B form must be completed and signed by each MBE/WBE firm listed on the Schedule A as participating in the contract as a subcontractor. Only that subcontractor shall sign the Schedule B.
- b. That MBE/WBE firm also must submit, with their Schedule B, all of their current Letters of Certification obtained from public or private entities such as the City of Chicago, the Chicago Minority Business Development Council (CMBDC), the Women's Business Development Center (WBDC), or the Small Business Administration.

2. Non-compliant Bid

Failure of the prime bidder to submit a completed and signed Schedule B and current certification letter(s) for each subcontractor listed on the Schedule A may render the bid non-compliant, which will remove the prime submitter from further award consideration.

End of Instructions for Completing Schedules A & B

SCHEDULE A

Statement of Prime Submitter Regarding Its MBE/WBE Utilization Plan

TO BE COMPLETED BY SUBMITTER ONLY

Submitter: _____ Project: _____

Is the submitter a certified MBE/WBE? MBE: Yes No WBE: Yes No

If yes, attach all current Letters of Certification.

NOTE:

CERTIFICATION OF THE SUBMITTER AS AN **MBE** SATISFIES ONLY THE MBE GOAL; THE **WBE** GOAL MUST STILL BE MET. CERTIFICATION OF THE SUBMITTER AS A **WBE** SATISFIES ONLY THE WBE GOAL; THE **MBE** GOAL MUST STILL BE MET. CERTIFICATION OF THE SUBMITTER AS BOTH **MBE** AND **WBE** MAY SATISFY **ONE GOAL** ONLY.

The submitter intends to perform work in connection with this project as a:

GENDER:

- Male
 Female

RACE/ETHNICITY:

- Black/African American
 Hispanic American
 Asian American
 White American
 Other _____

TYPE OF FIRM:

- Partnership
 Sole Proprietorship
 Corporation
 Joint Venturer
 Other _____

All MBE/WBE firms included in the following plan must be certified as such by a public or private organization such as the City of Chicago, Chicago Minority Business Development Council (CMBDC), Women Business Development Center (WBDC), and the Small Business Administration.

I. PARTICIPATION OF MBE/WBE FIRMS

In determining the manner of MBE/WBE participation in the performance of this contract, the submitter shall consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services, either directly or indirectly.

- A. If submitter is a joint venturer and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of the Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- B. Proposing MBE/WBE subcontractors/suppliers/consultants to perform work or supply goods or services not directly related to the performance of this contract is considered to be indirect participation.

MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

E-mail: _____ Fax: _____

MBE/WBE Participation: Dollars \$ _____ Percent: _____%

Will this subcontractor be used for direct or indirect participation? (circle one)

Schedule B and all current certification letters attached? Yes No

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
E-mail: _____ Fax: _____
MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
Will this subcontractor be used for direct or indirect participation? (circle one)
Schedule B and all current certification letters attached? Yes No
3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
E-mail: _____ Fax: _____
MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
Will this subcontractor be used for direct or indirect participation? (circle one)
Schedule B and all current certification letters attached? Yes No
4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
E-mail: _____ Fax: _____
MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
Will this subcontractor be used for direct or indirect participation? (circle one)
Schedule B and all current certification letters attached? Yes No
5. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
E-mail: _____ Fax: _____
MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
Will this subcontractor be used for direct or indirect participation? (circle one)
Schedule B and all current certification letters attached? Yes No

6. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 E-mail: _____ Fax: _____
 MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? Yes No
7. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 E-mail: _____ Fax: _____
 MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? Yes No
8. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 E-mail: _____ Fax: _____
 MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? Yes No
9. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 E-mail: _____ Fax: _____
 MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? Yes No

Attach additional sheets as needed.

II. SUMMARY OF MBE/WBE PLAN:

A. MBE Participation:

<u>MBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

B. WBE Participation:

<u>WBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	\$ _____	_____ %

The submitter designates the following person as its MBE/WBE Liaison Officer:

_____ (_____)
(Name and Title) *(Phone Number)*

(E-mail address)

CONTINUE TO NEXT PAGE

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

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

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 Person Signing Statement)

NOTE

**If submitter is an MBE/WBE joint venture with a non-MBE/WBE firm,
use the following signature page instead:**

End of Schedule A

**ALTERNATE
SCHEDULE A SIGNATURE PAGE
FOR MBE/WBE JOINT VENTURE WITH A NON-MBE/WBE FIRM**

Complete this signature page only if you are an MBE/WBE operating as a joint venture with a non-MBE/WBE Firm

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

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

NOTE:

After filing this statement and before the completion of the joint venture's work on this project, if there is any change in the information submitted, the joint venturer must inform the Chicago Park District.

(Name of MBE/WBE Partner Firm)

(Name of Non-MBE/WBE Partner Firm)

(Written Signature of Authorized Officer/Representative)

(Written Signature of Authorized Officer/Representative)

(Print or Type Name and Title)

(Print or Type Name and Title)

(Date)

(Date)

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
DO NOT FILL OUT OR SIGN THIS FORM IF YOU ARE THE PRIME SUBMITTER

Project: _____

From: _____ MBE: Yes No
(Name of MBE/WBE Firm) WBE: Yes No

To: _____ and the Chicago Park District:
(Name of Prime Contractor-Submitter)

The undersigned intends to perform work in connection with the above projects as a:

GENDER:

- Male
 Female

RACE/ETHNICITY:

- Black/African American
 Hispanic American
 Asian American
 White American
 Other _____

TYPE OF FIRM:

- Partnership
 Sole Proprietorship
 Corporation
 Joint Venturer
 Other _____

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Business Development Council (CMBDC), the Women's Business Development Center (WBDC), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

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

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

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

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: _____ Date: _____
(Signature of Owner or Authorized Agent of MBE/WBE)

Name/Title: _____
(Print or Type Name and Title)

Address: _____

Telephone: _____ Fax _____

End of Schedule B

MBE/WBE UTILIZATION REPORTING REQUIREMENTS

CHICAGO PARK DISTRICT

CONSTRUCTION CONTRACTS

The *MBE/WBE Utilization Report* form will be provided to the awardee with the awardee's executed contract. The awardee's *MBE/WBE Utilization Report* will be due with each request for payment.

All utilization reports must be accompanied by the following supporting documentation:

1. Signed & notarized waivers of lien
2. Copies of invoices from MBE(s) & WBE(s) for services provided ON THIS CONTRACT ONLY
3. Copies of cancelled checks (both sides), wire transfers, and other forms of payments to MBE(s) and WBE(s). These payments must be for services provided ON THIS CONTRACT ONLY

For more information regarding the supporting documentation requirements, contact Christie Krsek, Senior Compliance Officer, at 312-742-4436, or via e-mail at christie.krsek@chicagoparkdistrict.com

End of MBE/WBE Utilization Reporting Requirements