CONTRACTOR: _____

CONTACT NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1603

WORKS PROGRESS ADMINISTRATON ("WPA") STREET RECONSTRUCTION (MEDILL AVENUE)
WEST MEDILL AVENUE FROM NORTH OAK PARK AVENUE TO NORTH NORMANDY AVENUE
CHICAGO, IL 60707
PROJECT #22759
CDOT PROJECT #B-2-759

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Lori E. Lightfoot
Chairman

Carina E. Sánchez
Executive Director

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

ISSUED FOR BID ON: 08/30/2022

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

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I. INTRODUCTION

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

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

II. PROJECT INFORMATION

A. General Information

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

CONTRACT NO. C1603

WORKS PROGRESS ADMINISTRATION ("WPA") STREET RECONSTRUCTION (MEDILL AVENUE)
WEST MEDILL AVENUE FROM NORTH OAK PARK AVENUE TO NORTH NORMANDY AVENUE
CHICAGO, IL 60647
PROJECT #22759
CDOT PROJECT #B-2-759

2. General Description of Scope of Work:

   The project consists of a Works Progress Administration ("WPA") street reconstruction Project including: full depth pavement reconstruction of West Medill Avenue between North Oak Park Avenue and North Normandy Avenue. Work includes Special Excavation, Portland Cement concrete Base Course, Hot-Mix Asphalt Surface Course, Sewer and Drainage Structures, Concrete Curb and Gutter, Concrete Sidewalks, Tactile/Detectable Warning Surface System for Curb Ramps, Concrete Driveways and Alleys, Thermoplastic Pavement Marking, Signs, Topsoil, Sodding, and Tree Planting. Contractor will be required to prepare and submit a Site Utilization Plan for approval prior to mobilization.

3. Construction Budget for Base Work Only: $900,000.00 to $1,100,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: City of Chicago – Department of Transportation (CDOT)
5. Project is located in Ward: 36
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
7. Requests for Information: Bidders are to submit requests for information, in writing, via email to the attention of Mr. James Borkman, PBC Contract Officer at: james.borkman@cityofchicago.org.
8. Contract Documents Availability: Documents are available at: Cushing and Company, 213 W. Institute Pl. Suite 200 Chicago, IL 60610. Contact name: Jorge Galvan. Telephone number: 312-266-8228.

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

9. **Pre-Bid Meeting Date, Time, and Location**: **September 14, 2022 at 10:00a.m.** via **ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20**.

10. **Technical Review Meeting Date, Time, and Location**: **September 14, 2022 at 10:30a.m.** via **ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20**.

11. **Site Visit Meeting Date, Time, and Location:**

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

    ***NOTES REGARDING MEETINGS:**

    a. Meetings referenced in Items #9, 10, and 11 above are NOT mandatory. However, Bidders are **strongly** encouraged to attend.

    b. Subcontractors and Suppliers are encouraged to attend the meetings.

    c. Proper PPE must be worn at all times on the site.

    d. Bidders shall comply with all COVID-19 protocols in accordance with City of Chicago and CDC guidelines.

12. **Bid Due Date and Public Bid Opening Date, Time, and Location**: Bids Due: Bids are due **THURSDAY, SEPTEMBER 29, 2022 at 11:00a.m.** and a Public Bid Opening will be held immediately following receipt of bids via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.

13. Amount of Bid Deposit: 5% amount of bid

14. Document Deposit: N/A

15. Cost for Additional Documents (per set): At the Contractor's own expense.

16. MBE/WBE Contract Goals: 26% MBE and 6% WBE

17. Source of Funding: City of Chicago – Department of Transportation (CDOT)

18. **Pre-Award Meeting Date, Time, and Location:** A Pre-Award is tentatively scheduled for **Friday, September 30, 2022 at 11:00 a.m.** via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.

    For the Pre-Award Meeting, the Lowest Responsive and Responsible Bidder shall be required to:
    a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
    b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D
    c. Provide and be prepared to discuss the Schedule of Values for the project
    d. Provide a list of Pre-Award meeting attendees in advance of the meeting

19. **Notice of Award** is anticipated to be issued following October 2022 PBC Board of Commissioners Meeting. The successful General Contractor will be required to return a compliant Certificate of Insurance and Payment and Performance Bond within seven (7) days of the issuance of the Notice of Award.

20. **All meetings referenced throughout this document will be hosted on ZOOM virtual meeting platform. To join click on the link or call the number below:**

Meeting Link:	**WPA Street Reconstruction (Medill Avenue)**
Meeting Phone Number:	312-626-6799
Meeting ID:	833 3797 9226
Meeting Passcode:	None required

B. Mandatory Project Specific Contractor Staffing Requirements

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

C. Scheduling Software Requirements

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

D. Online Collaboration and Documentation Management System Requirements

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

E. Time of Completion

Substantial Completion must be achieved no later than June 2, 2023. Schedule Milestones must be completed as follows:

Time of Completion	Completion Dates
Substantial Completion	June 2, 2023
Milestone #1: Mobilization	March 20, 2023

Time of Completion Descriptions	Completion Dates
Schedule Milestone #1: Mobilization (Pre-Construction, including Construction Submittals, Material and Equipment Procurement, Schedule Preparation, Mobilization, etc.)	March 20, 2023
Substantial Completion: (Full Depth Pavement Reconstruction and Restoration, including Pavement Markings, ADA Ramp Replacement, Signage, Lighting, Tree Planting, and associated Work)	June 2, 2023

F. Commission's Contract Contingency

1. The Commission's Contract Contingency for this Project is: $100,000.00
2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be included as an allowance in the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

G. Copies of Drawings and Specifications

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

H. Liquidated Damages

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph E above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of **$1,000.00 per day** for failure to achieve Substantial Completion by the specified date, and **$500.00 per day** for failure to achieve each of the milestone dates. Failing to complete the work according to the time stipulated above will result in breach of contract and will result in Liquidated Damages being assessed each and every Day after the time stipulated in the Contract for completing the Work.
2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
3. Substantial Completion of the Work is defined in Book 2, Section 1.01.37.

I. Prevailing Wage Rates

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

III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

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

The PBC requests that all questions related to this solicitation be submitted in writing via email to the attention of James Borkman at james.borkman@cityofchicago.org no later than **SEPTEMBER 21, 2022.**

B. Interpretations of Addenda

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

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

C. Pre-Qualification of Bidders

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

D. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.
2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.
3. The Bidder must provide the following item(s) with your Bid Submission:

    a. Copy of current Contractor's General Contractor License.

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

E. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
    a. Contractor's Bid Form
    b. Bid Guarantee (Bond)
    c. Acceptance of the Bid
    d. Basis of Award (Award Criteria)
    e. Schedule of Prices
    f. Affidavit of Non-collusion
    g. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
    h. Schedule C – Letter of Intent from MBE/WBE
    i. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
    j. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
    k. Proof of ability to Provide Payment and Performance Bond
    l. Proof of ability to Provide Insurance
    m. General Contractors License
7. The Apparent Low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

F. Bid Deposit

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
    a. Non-withdrawal of the bid after date and time of opening.
    b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

G. Bidder's Execution of Bid

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

H. Affidavit of Non-Collusion

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

I. MBE and WBE Commitments

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

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

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

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

J. Local Business Subcontracting Participation and Community Hiring

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

2. Local Subcontracting Requirement
    a. General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
    b. General Contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
    c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
3. Community Hiring Requirement. At least 7.5% of the project labor must be performed by "Project Community Residents" as defined in Section II.A.6 and included on the "Project Community Area Map" in Exhibit #3. The aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract may be complied through residents who are trade or non-trade workers. These positions may include but are not limited

to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. In order to comply with the Community Hiring requirement, the Contractor must hold a minimum of (2) application intake sessions in the designated Project Community as depicted on Exhibit (3) and compile an applicant database.

4. {INTENTIONALLY OMITTED}

K. Disclosure of Retained Parties

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

L. Submission of Bid

1. **If submitting via Mail/Drop-off/Messenger Service:** Two (2), single-sided copies of all bid documents with original signatures (signed in blue ink or Digital Signature), shall be enclosed in one (1) envelope, sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening. **PLEASE NOTE:** The PBC office located at 50 West Washington Street, Suite 200, Chicago, Illinois will only be open for drop off of bids on the designated date of receipt of bids beginning at 9:30a.m. Mail has been sporadic due to COVID-19. ***The PBC recommends firms submit their bid electronically***. See #2 below for further instructions.

2. **If submitting via Electronic Submission:** One (1) complete copy of all bid documents, including Bid Deposit in the amount listed in Section II. General Project Information, and with original signatures (signed in blue ink or Digital Signature), shall be submitted electronically, via email to: bids@pbcchicago.com and james.borkman@cityofchicago.org.

3. Bids received prior to the advertised hour of opening will be securely kept by the Commission.

4. Written modifications of bids will be considered only if received prior to the time stated for receipt of Bids. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED BID" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit, and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

M. Withdrawal of Bids before Bid Opening

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

N. Opening of Bids

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

O. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid (total of Schedule of Prices) and/or the total amount and calculations of any other schedule required.

2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.

3. The Commission may require that the Apparent Low Bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the Apparent Low Bidder, or any other bidder, to attend a pre-award meeting to review their bids in detail.

P. Basis of Award

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

2. Bidder's pricing for each line item should carry its share of the costs of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines.

3. Bids that the PBC considers to be materially unbalanced will be rejected.

Q. Performance and Payment Bond and Insurance

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.

2. The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time the Contractor or its Subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted in the requirements.

3. Upon approval by the Commission to award, and within seven (7) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.

4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.

5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within seven (7) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

R. Protests

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

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

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

S. Licensing

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

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

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

U. Alternates

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IV. BID AND EXECUTION DOCUMENTS

A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1603, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d) Plans and Drawings, and e) Addenda Nos. (None unless indicated here)

_____

_____

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

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

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

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

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

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

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

B. SCHEDULE OF PRICES & BID FORM

Bidders are strongly encouraged to use the Excel Calculation Workbook (available to bidders from the Cushing and Company Planroom: http://dfs.cushingco.com/pbc.htm) to ensure accurate calculations for the Schedule of Prices, Total Base Bid, and Total Award Criteria. Please follow instructions on the Bid Form for Electronic and/or Hard Copy (handwritten) Submission.

SCHEDULE OF PRICES

WPA STREET RECONSTRUCTION W. Medill Ave from N. Oak Park Ave. to N. Normandy Ave.
CDOT PROJECT NO.: B-2-759 – PBC CONTRACT C1603
Bidder's pricing for each line item should carry its share of the costs of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines.
Bids that the PBC considers to be materially unbalanced will be rejected.

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	*****	SPECIAL EXCAVATION	CU YD	4299		
2	20100110	TREE REMOVAL (6 TO 15 IN DIAMETER)	UNIT	5		
3	20100210	TREE REMOVAL (OVER 15 IN DIAMETER)	UNIT	1		
4	CDOT2010010	ROOT PRUNING	FOOT	140		
5	CDOT2070020	POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	60		
6	20800150	TRENCH BACKFILL	CU YD	33		
7	21101615	TOPSOIL FURNISH AND PLACE, 4-INCH	CU YD	134		
8	25200110	SODDING, SALT TOLERANT	SQ YD	1201		
9	*****	TREE INSTALLATION: PARKWAYS, PITS, AND SIDEWALK OPENINGS	EACH	22		
10	CDOT2510010	SHREDDED HARDWOOD BARK MULCH	SQ YD	123		
11	CDOT3110010	SAND CUSHION, VARIABLE DEPTH	SQ YD	200		
12	31101100	SUB-BASE GRANULAR MATERIAL, TYPE B, 6-INCH	CU YD	553		
13	35300200	PORTLAND CEMENT CONCRETE BASE COURSE, 7-INCH	SQ YD	2520		
14	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1765		

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
15	40604060	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 2-INCH	TON	283		
16	40600635	LEVELING BINDER (MACHINE METHOD), N50 1-1/2 INCH	TON	212		
17	40600525	LEVELING BINDER (HAND METHOD), N50	TON	1		
18	80173	BITUMINOUS COST ADJUSTMENT	L SUM	1		
19	*****	PORTLAND CEMENT CONCRETE SIDEWALK, 8-INCH	SQ FT	1172		
20	CDOT4240010	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SQ FT	3096		
21	CDOT4240030	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 5-INCH	SQ FT	872		
22	CDOT4240040	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 8-INCH	SQ FT	253		
23	CDOT4240055	LINEAR DETECTABLE WARNING TILES (CAST IRON)	SQ FT	168		
24	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY AND ALLEY PAVEMENTS, 8-INCH	SQ YD	273		
25	60600605	CONCRETE CURB, TYPE B	FOOT	50		
26	CDOT6060020	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	1668		
27	*****	CRUSHED STONE (TEMPORARY USE)	TON	195		
28	*****	DRILL AND GROUT TIE BARS, No.5, EPOXY COATED	EACH	568		
29	*****	DRILL AND GROUT DOWEL BARS, No.8, EPOXY COATED	EACH	100		
30	CDOT5870010	PROTECTIVE CONCRETE SEALER	SQ YD	160		

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
31	*****	SAW CUTTING PAVEMENT	FOOT	281		
32	*****	DRIVEWAY AND ALLEY RETURN PAVEMENT REMOVAL (SPECIAL)	SQ YD	466		
33	*****	SIDEWALK REMOVAL (SPECIAL)	SQ FT	3931		
34	CDOT4400010	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	286		
35	78300100	PAVEMENT MARKING REMOVAL	SQ FT	368		
36	CDOT6020020	INLET, TYPE A, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	2		
37	CDOT6020010	CATCH BASINS, TYPE A, 4-FOOT DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	4		
38	*****	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	5		
39	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 8-INCH	FOOT	58		
40	CDOT6050020	REMOVING CATCH BASINS	EACH	7		
41	*****	SEWER CLEANING AND TELEVISING	FOOT	743		
42	*****	VORTEX RESTRICTOR	EACH	4		
43	*****	FRAMES	EACH	2		
44	*****	LIDS	EACH	2		
45	*****	ADDITIONAL MASONRY	VERT FT	4		
46	78000400	THERMOPLASTIC PAVEMENT MARKING, LINE 6-INCH	FOOT	344		
47	78000650	THERMOPLASTIC PAVEMENT MARKING, LINE 24-INCH	FOOT	241		

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
48	X2600010	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - SINGLE-SIDED	SQ FT	74		
49	X2600009	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - DOUBLE-SIDED	SQ FT	8		
50	*****	SIGN SUPPORT POST, DIG METHOD	EACH	16		
51	*****	SIGN SUPPORT POST, DRILL METHOD	EACH	2		
52	X2600007	REMOVE AND SALVAGE SIGN PANEL	EACH	8		
53	*****	REMOVE AND SALVAGE SIGN PANEL AND POLE ASSEMBLY	EACH	14		
54	*****	CURB AND MEDIAN PAINTING	FOOT	32		
55	112	ELECTRICAL HANDHOLE, 30-INCH IN DIAMETER WITH A 24-INCH FRAME AND LID	EACH	4		
56	132	CONDUIT IN TRENCH, 2-INCH POLYVINYL CHLORIDE CONDUIT, SCHEDULE No.80	FOOT	136		
57	157	HELIX FOUNDATION, 5 FOOT, 10-INCH BOLT CIRCLE, 4 ANCHOR BOLTS	EACH	9		
58	193A	CONDUIT, POLYETHYLENE No.80, DIRECTIONAL BORING, 1.25-INCH	FOOT	708		
59	195A	CONDUIT, POLYETHYLENE No.80, DIRECTIONAL BORING, 2-INCH	FOOT	262		
60	196	CONDUIT, POLYETHYLENE No.80, DIRECTIONAL BORING, 3-INCH	FOOT	294		
61	213	POLE, ANCHOR BASE, RELOCATE COMPLETE	EACH	3		
62	214	POLE, ARM, LUMINAIRE, EXISTING RESIDENTIAL, PAINT COMPLETE	EACH	1		
63	234A	SERVICE ENTRANCE ON POLE TOP, 2-INCH	EACH	1		

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
64	235	CONDUIT RISER UP POLE, 2-INCH	EACH	1		
65	270	WIRE, TEMPORARY AERIAL, 2-1/C No.8 ALUMINUM	FOOT	220		
66	249	TRIPLEX CABLE IN CONDUIT, 2 1/C No.6 & 1 1/C No.8	FOOT	1967		
67	265	CONTROLLER, RESIDENTIAL STREET LIGHT 240 VOLT	EACH	2		
68	510	REMOVE POLE, STEEL, AB, 7 GA., 27'6"	EACH	2		
69	526	REMOVE LUMINAIRE, 400W/310W,150W	EACH	3		
70	529	REMOVE MAST ARM, STEEL, 8-FOOT	EACH	3		
71	539	REMOVE POLE MOUNTED STREET LIGHT CONTROLLER	EACH	2		
72	502	REMOVE BRANCH WIRES, 2 No.6	FOOT	1233		
73	601	BREAKDOWN STREET LIGHT FOUNDATION	EACH	5		
74	705	POLE, ALUMINUM, RESIDENTIAL, DAVIT, 10-INCH BOLT CIRCLE	EACH	6		
75	705A	ARM, DAVIT, ALUMINUM, 4.5-INCH SKY/RES, 8-FOOT	EACH	6		
76	1628	LUMINAIRE, LED, FOR RESIDENTIAL STREETS-STAGGERED	EACH	6		
77	2993	MID-MOUNT RESIDENTIAL LED ACORN LUMINAIRE AND ARM, SILVER	EACH	6		
78	*****	CONSTRUCTION SIGN	EACH	2		
79	*****	TRAFFIC CONTROL COMPLETE	L SUM	1		
80	CDOT6700010	ENGINEER'S FIELD OFFICE, TYPE A	CAL MONTH	3		
81	66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1		

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
82	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1		
83	66901006	REGULATED SUBSTANCES MONITORING	CAL DA	20		
84	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	1000		
85	*****	SPECIAL WASTE HAULING AND DISPOSAL	TON	6		
86	66900530	SOIL DISPOSAL ANALYSIS	EACH	2		
87	**TOTAL COST OF ALL ITEMS** (Enter on Bid Form Line 1 – Base Work Only)				$	

Bidders are strongly encouraged to use the Excel Calculation Workbook (available to bidders from the Cushing and Company Planroom: http://dfs.cushingco.com/pbc.htm) to ensure accurate calculations for the Schedule of Prices, Total Base Bid, and Total Award Criteria. Please follow instructions on the Bid Form for Submission.

If completing manually for Hard Copy Submission: please complete ALL LINES in the Schedule of Prices and enter the total (LINE 87) on BID FORM LINE 1 BASE WORK ONLY. This Schedule of Prices forms part of your Bid. The Schedule of Prices must be complete and submitted with your bid. It is HIGHLY recommended for Bidders to use the Excel Sheet provided to ensure accurate calculations.

Hard Copy Bidders: Enter Line 87 as your Base Work Only bid (Bid Form Line 1).

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PROJECT NAME:	**WPA STREET RECONSTRUCTION (MEDILL AVENUE)**
CONTRACT NO:	**C1603**
PROJECT NO:	**PBC Project #22759 - CDOT Project #B-2-759**

BID FORM

(For Hard Copy Submission ONLY - all others use Excel Calculation Workbook)

LINE	DESCRIPTION	AMOUNT
1	Base Work Only (Line 87 Schedule of Prices)	
2	Commission's Contract Contingency	$ 100,000.00
3	Site Work Allowance	$ 50,000.00
4	**TOTAL BASE BID (equals Line 1 through 3)**	
5	**TOTAL AWARD CRITERIA FIGURE (based on Line 4)**	
	Accepted by the Commission	

SURETY INFORMATION

(Provide Legal Name and address of Surety)

Name:

Address:

BIDDER'S INFORMATION

Firm Name:

Date:

NOTES/INSTRUCTIONS FOR HARD COPY SUBMISSION ONLY

Prior to submitting your bid electronically, please do the following:

1. **Ensure** Schedule of Prices Worksheet is Complete.
2. **Ensure** Award Criteria Worksheet is Complete.
3. **Ensure** Surety Information section, and Bidder's Information section have been populated.
4. **Scan and Save** the file as PDF.
5. **Include** copy of the Bid Form, Award Criteria Worksheet, and Schedule of Prices **within** the scanned copy of the bid.
6. **Attach** the PDF version, **along with** the scanned copy of the bid.
7. **Send email** to: bids@pbchicago.com and james.borkman@cityofchicago.org.

Light Purple	Base Work Only	For Base Work only, enter total from Line 87 Schedule of Prices.
Light Blue	Contingency(ies)	Amount is fixed.
Light Yellow	Allowance(s)	Amounts are fixed.
Orange	Total Base Bid	Total Base Bid equals Line 1 through 3 (1+2+3).
Green	Total Award Criteria Figure	Based on Line 4 (Totat Base Bid figure). Total Award Criteria Figure is calculated from Award Criteria Figure Worksheet (Line 15).

C. SITE WORK ALLOWANCE SCHEDULE

WPA STREET RECONSTRUCTION (MEDILL AVENUE) - $50,000.00

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

NOTES:

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

D. ADDITIONAL ALLOWANCE SCHEDULES

This Project includes the following allowances:

1. Site Work Allowance in the amount of $50,000.00

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

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

E. ALTERNATES

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F. ACCEPTANCE OF THE BID

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

PUBLIC BUILDING COMMISSION OF CHICAGO

_____ _____
Carina E. Sánchez, Secretary Mayor Lori E. Lightfoot, Chairman

CONTRACTING PARTY

_____ _____
Contractor Name Address

IF A CORPORATION:

Name: _____

Title: _____

Signature: _____

ATTEST BY: _____ _____
Secretary

IF A PARTNERSHIP:

Partner (Signature) _____
Address

Partner (Signature) _____
Address

Partner (Signature) _____
Address

IF A SOLE PROPRIETORSHIP:

_____ _____
Signature Address

NOTARY PUBLIC

County of _____ State of ____

Subscribed and sworn to before me on this _____ day of _____, 20____.

_____(SEAL)
Notary Public Signature

Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY

_____ Date: _____
Neal & Leroy, LLC

V. BID SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria Figure)

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

1. Instructions

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

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

2. Award Criteria Figure Formula

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

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

Award Criteria Figure (Insert Line 15 of Award Criteria Formula – Transfer to Line 5 of Bid Form): **$**_____

3. Community Hiring Bonuses

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

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

b. In calculating the hours worked by minority and women apprentices under the Award Criteria Figure set out in Part V "Bid Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

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

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

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

4. Liquidated Damages

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

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

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

$$\frac{\text{Line 1 x 04}}{100}$$

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

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

$$\frac{\text{Line 1 x 03}}{100}$$

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

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

$$\frac{\text{Line 1 x 01}}{100}$$

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

d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

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

a. The classification "White" includes person of Indo-European descent.

b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.

c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.

d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.

e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.

f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

6. Major Trades

Landscaping	Excavation
Carpentry	Road Markings
Concrete	Asphalt
Electrical	Plumbing

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

7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

_____, being first duly sworn, deposes and says that:

(1) He/She is
_____
(Owner, Partner, Officer, Representative or Agent) of
_____,
the Bidder that has submitted the attached Bid;

(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

_____
(Signed)

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

_____

_____
(Title)
My Commission expires:

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

_____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

_____

_____

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

_____

_____

_____

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

_____

_____

_____

E. Nature of joint venture's business

_____

_____

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

_____

_____

SCHEDULE B - Joint Venture Affidavit (2 of 3)

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

_____

_____

I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

1. Financial decisions

_____

2. Management decisions such as:

   a. Estimating

   _____

   b. Marketing and Sales

   _____

   c. Hiring and firing of management personnel

   _____

   d. Other

   _____

3. Purchasing of major items or supplies

_____

4. Supervision of field operations

_____

5. Supervision of office personnel

_____

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

_____

_____

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

_____

_____

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

_____

_____

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor _____ a Corporation

_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

_____

_____

_____

_____

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

_____

_____

_____

_____

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

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

_____

_____

_____

_____

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

SUB-SUBCONTRACTING LEVELS*

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

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

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

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

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

BY:

_____	_____
Name of MBE/WBE Firm (Print)	Signature
_____	_____
Date	Name (Print)
_____	
Phone	

IF APPLICABLE:
BY:

_____	_____
Joint Venture Partner (Print)	Signature
_____	_____
Date	Name (Print)
_____	MBE ____ WBE ____ Non-MBE/WBE ___
Phone	

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

Name of Project: _____

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

_____
Title and duly authorized representative of

_____
Name of General Contractor whose address is

_____

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

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

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

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

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

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

BY:

_____	_____
Name of Contractor (Print)	Signature
_____	_____
Date	Name (Print)
_____	
Phone	

IF APPLICABLE:

BY:

_____	_____
Joint Venture Partner (Print)	Signature
_____	_____
Date	Name (Print)
_____	MBE ____ WBE ____ Non-MBE/WBE ___
Phone/FAX	

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Carina E. Sánchez, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Ms. Sánchez:

RE: Contract No. _____

Project Title: _____

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

_____

_____

_____

Documentation attached: yes____ no____

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

_____
Signature

_____
Print Name

_____
Title

_____
Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Disclosure of Retained Parties

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

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____
   a. Description of goods or services to be provided under Contract

      _____

      _____
2. Name of Contractor: _____
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

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

Retained Parties:

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

4. The Contractor understands and agrees as follows:

   a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.

   b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.

   c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

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

_____ _____
Signature Date

_____ _____
Name (Type or Print) Title

Subscribed and sworn to before me
this _____ day of _____, 20_____ (SEAL)

_____
Notary Public

Commission expires:

PUBLIC BUILDING COMMISSION OF CHICAGO

Performance and Payment Bond

BOND NO. SPECIMEN **Contract No. SPECIMEN**

KNOW ALL MEN BY THESE PRESENTS, that we _____*

_____

_____

_____

with offices in the _____ State of _____

as _____Corporate_____ Principal, and _____

_____

_____

a corporation organized and existing under the laws of the State of _____ , with offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of _____ Dollars ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated _____ ,20____, for the furnishing, fabrication, delivery and installation of the

SPECIMEN

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

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

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

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

SPECIMEN

It is expressly understood and agreed that this Bond, in the penal sum of _____ _____ dollars ($_____), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

WITNESS:

_____ BY _____(Seal)
Name Individual Principal

_____ _____(Seal)
Business Address Individual Principal

_____ _____
City State Partner

CORPORATE SEAL

ATTEST: _____
Corporate Principal

BY _____ BY _____

Secretary _____ President
Title Title

_____
Business Address

_____
Corporate Surety

BY _____ _____
Title

_____
Business Address CORPORATE SEAL

The rate of premium of this Bond is $ _____ per thousand.**
Total amount of premium charged is $ _____**
_____

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

** Must be filled in by the Corporate Surety.

SPECIMEN

Bond Approval

BY

_____
Carina E. Sánchez, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the _____
Secretary of the _____
corporation named as Principal in the within bond, that _____ who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Dated this _____ day of _____ 20____.

CORPORATE SEAL

SPECIMEN

Document Submittal Checklist

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

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

EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE AUGUST 16,2022

(Current as of August 29, 2022)

Please click on the link below:

https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2022%20Rates/aug_16/Cook.pdf

(Remainder of Page Intentionally Left Blank)

EXHIBIT #2 INSURANCE REQUIREMENTS

C1603 – WPA STREET RECONSTRUCTION (MEDILL AVENUE) – CDOT PROJECT #B-2-759

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

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

A. INSURANCE TO BE PROVIDED

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

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

2) Commercial General Liability (Primary and Umbrella)

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Contractors Pollution Liability

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

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

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

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

5) Professional Liability

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

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

6) Builders Risk/Installation Floater

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

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

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

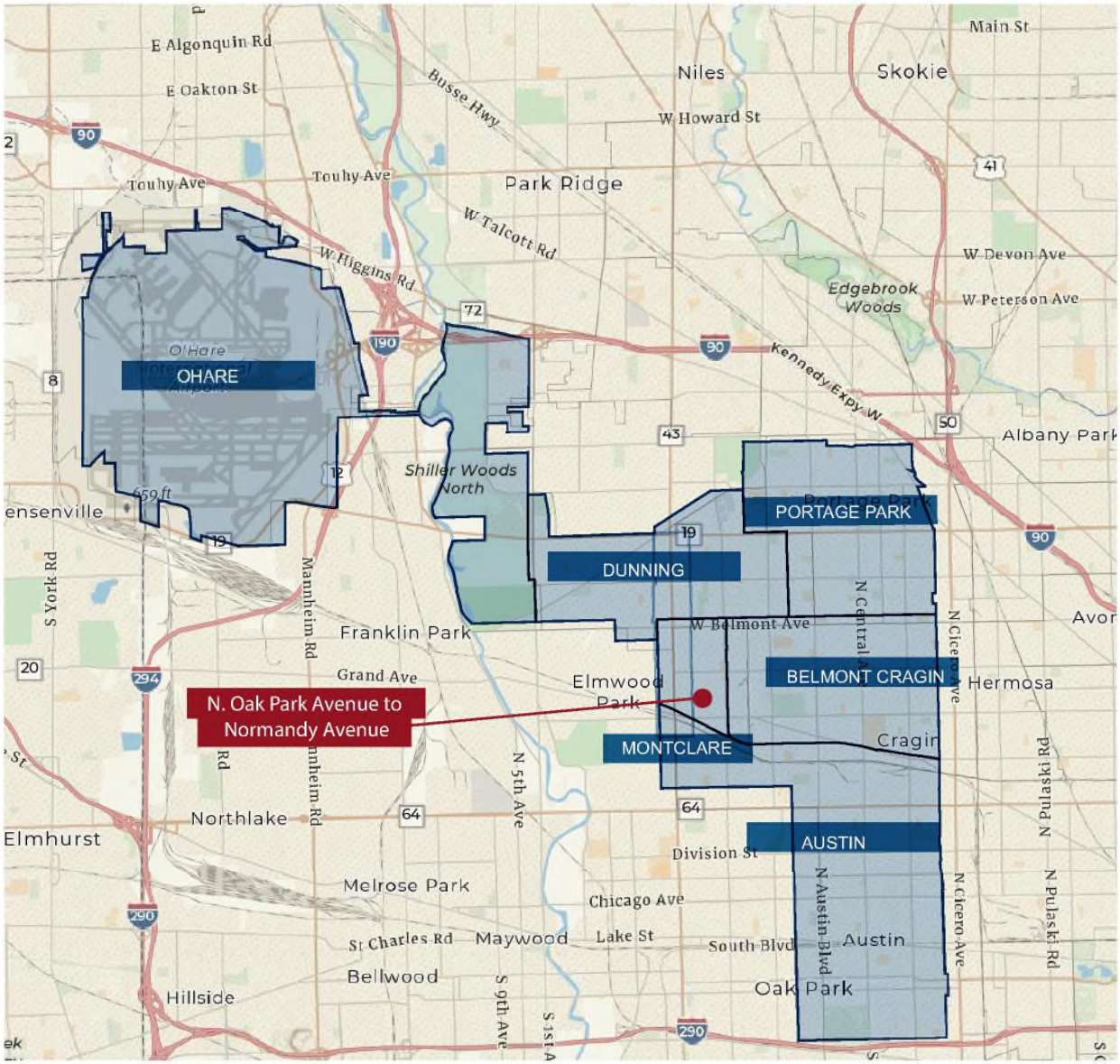
If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Contractor must submit the following at the time of award:

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

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

EXHIBIT #3 PROJECT COMMUNITY AREA MAP



CDOT - WPA Street Reconstruction: West Medill Avenue

AIS Capital Improvement Projects

Community Areas

PUBLIC BUILDING COMMISSION of Chicago

EXHIBIT #4 ASSIST AGENCIES

PBC ASSIST AGENCIES

Assist agencies are chambers of commerce and not-for-profit agencies that represent the interests of small, minority- and/or women-owned businesses. For the most up-to-date contact information, visit pbcchicago.com/doing-business/assist-agencies/

African American Contractors Association		
P.O. Box #19670 Chicago, IL 60619	Omar Shareef (312) 915-5960	aacanatlassoc@gmail.com aacanatl.org
Black Contractors United		
12000 S Marshfield Ave Calumet Park, IL 60827	Carole Williams (708) 389-5730	bcunewera@att.net blackcontractorsunited.com
CANDO Corporation		
1633 S Michigan Ave Chicago, IL 60615	LaVerne Hall (312) 488-9338	LHall@candocorp.net
Chatham Business Association: Small Business Development, Inc.		
800 E 78th St Chicago, IL 60619	Melinda Kelly (773) 994-5006	melindakelly@cbaworks.org cbaworks.org
Chicago Minority Supplier Development Council		
216 West Jackson Boulevard Suite 600 Chicago, IL 60606	Vince Williams (312) 755-2556	info@ChicagoMSDC.org chicagomsdc.org
Chicago Urban League		
4510 S Michigan Ave, 3rd Floor Chicago, IL 60653	Jason Johnson (773) 451-3559	jjohnson@thechicagourbanleague.org thechicagourbanleague.org
Chicago Women in Trades		
2444 W 16th St Chicago, IL 60608	Jayne Vellinga (312) 942-1444	jvellinga@cwit2.org chicagowomenintrades2.org
ConstructConnect		
3825 Edwards Road, #800 Cincinnati, OH 45209	Amanda Beyer (513) 458-5837, Extension 5108336	amanda.beyer@constructconnect.com ConstructConnect.com
Construction Business Development Center at Prairie State College		
202 S Halsted St Chicago Heights, IL 60411	Paul Murtagh (708) 709-3692	pmurtagh@prairiestate.edu prairiestate.edu
Federation of Women Contractors		
4210 W Irving Park Rd Chicago, IL 60641	Jaemie Neely (312) 360-1122	info@fwcchicago.com fwcchicago.com
Hispanic American Construction Industry Association		
650 W Lake St, #415 Chicago, IL 60661	Juan Calahorrano (312) 575-0389	jcalahorrano@haciaworks.org haciaworks.org
HIRE360 Chicago		
2301 South Lake Shore Drive Lakeside Center, Chicago, IL 60616	Deborah Whitaker (312) 575-2500	dwhitaker@hire360chicago.com; bids@hire360chicago.com
Illinois Black Chamber of Commerce		
411 Hamilton Blvd, #1404 Peoria, IL 61602	Kenyatta Fisher (309) 740-4430	larryivory@illinoisblackchamber.org illinoisblackchamber.org
Latin American Chamber of Commerce		
3512 W Fullerton Ave Chicago, IL 60647	D. Lorenzo Padron (773) 252-5211	d.lorenzopadron@laccusa.com laccusa.com
Rainbow/PUSH Coalition		
930 E 50th St Chicago, IL 60615	John Mitchell (773) 256-2766	jmitchell@rainbowpush.org rainbowpush.org
South Shore Chamber, Inc.		
1750 E 71st St Chicago, IL 60649	Tonya Trice (773) 955-9508	ttrice@southshorechamberinc.org southshorechamberinc.org
Women's Business Development Center		
8 S Michigan Ave, #400 Chicago, IL 60603	Frieda Curry (312) 853-3477	fcurry@wbdc.org wbdc.org
Women Construction Owners & Executives		
308 Circle Ave Forest Park, IL 60130	Mary Kay Minaghan (708) 366-1250	mkm@mkmservices.com wcoeusa.org
U.S. Minority Contractors Association		
1250 Grove Ave, #200 Barrington, IL 60010	Larry Bullock (847) 852-5010	larry.bullock@usminoritycontractors.org usminoritycontractors.org

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