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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1599

**BELMONT CRAGIN ELEMENTARY SCHOOL
6112 WEST FULLERTON AVENUE
CHICAGO, IL 60639
PROJECT #05405**

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 APRIL 8, 2021

Any Contract entered into as a result of this bid process is governed by: All Volumes (as applicable) of Book 1 "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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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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. C1599

**BELMONT CRAGIN ELEMENTARY SCHOOL
6112 WEST FULLERTON AVENUE
CHICAGO, IL 60639
PROJECT #05405**

2. General Description of Scope of Work:

The project consists of the construction of a new 3-story, approximately 85,900GSF, Chicago Public School (CPS) building, and gymnasium facility linked to an existing Chicago Park District (CPD) Fieldhouse, along with site development and CPD interior renovations as part of the link. The existing Riis Park Fieldhouse's main building will remain except for the 1-story rear gymnasium wing which will be demolished. Interior renovations within the CPD Fieldhouse will also consist of scope for the Fire Alarm System and utility upgrades. A new multi-purpose cafeteria, gymnasium and auditorium wing will be built to serve both the new elementary school, as well as the Chicago Park District programming and events. This Project includes a Phasing Plan.

3. Construction Budget for Base Work Only: \$34,000,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: Chicago Public Schools and Chicago Park District
5. Project is located in Ward: 30
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 Ms. Patricia Montenegro, PBC Contract Officer at: patricia.montenegro@cityofchicago.org.
8. Contract Documents Availability: Documents are available at: Cushing Co., 213 West Institute Place, Suite 200, Chicago, Illinois 60610. Contact name: Amanda Snyder. Telephone number: 312-266-8228 Email: production@cushingco.com.
Cushing Co. Planroom: <http://dfs.cushingco.com/pbc.htm>
9. **Pre-Bid Meeting Date, Time, and Location: Thursday, April 15, 2021 at 1:00 p.m.** via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.21.
10. **Technical Review Meeting Date, Time, and Location: Thursday, April 15, 2021 at 1:30 p.m.** via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.21.

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11. **Site Visit:** 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. Bidders are advised the Riis Park Fieldhouse is open to the public. The Field House is open for visits Monday through Friday from 8:30am to 6:00pm, as indicated on the Chicago Park District's website: <https://www.chicagoparkdistrict.com/parks-facilities/riis-jacob-park>.

***NOTES REGARDING MEETINGS:**

- a. Meetings referenced in Items #9 Pre-Bid and #10 Technical Review above are NOT mandatory.
 - b. Subcontractors and Suppliers are encouraged to attend the meetings.
 - c. Proper PPE must be worn at all times on the site.
 - d. Bidders shall comply with all COVID-19 protocols in accordance with CDC guidelines.
12. **PBC Class A Prequalified Bidders for the Belmont Cragin Elementary School project are listed below:**

Class A

All-Bry Construction Company; Barton Malow Company; Berglund Construction Company; Blinderman Construction Company, Inc.; Burling Builders, Inc.; Clark Construction Group – Chicago, LLC; Development Solutions, Inc.; F.H. Paschen, S.N. Nielsen & Associates, LLC; Friedler Construction Company; The George Sollitt Construction Company; Henry Bros. Co.; Hunt Construction Group, Inc.; James McHugh Construction Company; K.R. Miller Contractors, Inc.; Madison Construction Company; Old Veteran Construction, Inc.; Path Construction Company, Inc.; Power Construction Company, LLC; Powers & Sons Construction Company, Inc.; Turner Construction Company; Tyler Lane Construction, Inc.; UJAMAA Construction, Inc.; Vanir Construction Management, Inc.; W.E. O'Neil Construction Company; Walsh Construction Company II

13. **Bid Due Date and Public Bid Opening Date, Time, and Location:** Bids are due **Thursday, May 6, 2021 at 12:00 p.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.21.
14. Amount of Bid Deposit: 5% amount of bid
15. Document Deposit: N/A
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: 33% MBE/WBE, aggregate
18. Source of Funding: Chicago Public Schools
19. **Pre-Award Meeting Date, Time, and Location:** A Pre-Award meeting is tentatively scheduled for **Friday, May 7, 2021 at 11:30 a.m.** via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.21.
- 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
20. **Notice of Award** is anticipated to be issued following **May 2021** 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.

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21. 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: [Belmont Cragin Elementary School ZOOM](#)
Meeting Phone Number: 312-626-6799
Meeting ID: 834 2670 5325
Meeting Passcode: None required

B. Mandatory Project Specific Contractor Staffing Requirements

The Contractor shall assign a Project Manager and a Superintendent full time to the Project Effective as of the date of Notice to Proceed and effective until Final Acceptance. The Project Manager and 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 Punch List Work, during Work Activities.

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 August 5, 2022. Schedule Milestones must be completed as follows:

Milestone Descriptions	Milestone Dates
Milestone #1: (August 31, 2021 to December 31, 2021) Existing Fieldhouse Gymnasium Demolition and Link Related Scope	December 31, 2021
Milestone #2: (June 14, 2021 to August 5, 2022) Existing Fieldhouse Renovations: Replacement of Fire Alarm System and Utility Upgrades	August 5, 2022
Substantial Completion: (June 14, 2021 to August 5, 2022) New school building and associated Work, Site Development Landscaping, Site Accessories, and Playground Equipment	August 5, 2022

F. Commission's Contract Contingency

1. The Commission's Contract Contingency for this Project is: **\$1,000,000.00**
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 part of 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 Furnished

The Commission will allow the Contractor one (1) complimentary electronic download set of Drawings and Specifications, if desired, for the execution of the Work to registered Prequalified Class A firms and Assist Agencies only. The Contractor is responsible for obtaining additional copies 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 **\$2,500.00 per day** for Substantial Completion and each Milestone date that was not achieved. Failing to complete the work according to the time stipulated above will

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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/ido> 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 Patricia Montenegro at patricia.montenegro@cityofchicago.org no later than **Tuesday, April 27, 2021 at 4:30 p.m.**

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: Patricia Montenegro, Contract Officer or via email to: patricia.montenegro@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.

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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 (signed in blue ink or Digital Signature), 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:

b. Contractor's Bid Form

c. Bid Guarantee

d. Basis of Award (Award Criteria)

e. Unit 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)

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. **Scanned copy, along with electronic bid submission, is permissible.**

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.

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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 (signed in blue ink or Digital Signature), in the space provided on the appropriate Part IV.E "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 33% MBE/WBE, in aggregate.

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 compiled through residents who are trade or non-trade workers. These positions may include but are not limited to

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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 patricia.montenegro@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 or in the Subject Line of the email if submitting electronically, 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 properly interested may be present in person or by representative.

O. Evaluation of Bids

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
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. Firms are required to fill out the entire BID FORM to be considered responsive.

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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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

1. Award will be made to the responsible Bidder submitting the Lowest Total 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-Commission Discretion

{INTENTIONALLY OMMITTED}

V. Project Labor Agreement (PLA)

To the extent that the Contract involves a project that is subject to a Project Labor Agreement (PLA), Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

Applicable PLA for this project can be found by clicking on the following link: https://www.cps.edu/globalassets/cps-pages/staff/employee-engagement/collective-bargaining/multi_projectlaborsupplementalagreement2015_2025.pdf

PUBLIC BUILDING COMMISSION OF CHICAGO

IV. BID AND EXECUTION DOCUMENTS

A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1599, 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)

1, 2, 3, 4

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 BELMONT CRAGIN ELEMENTARY SCHOOL 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. BID FORM - BELMONT CRAGIN ELEMENTARY SCHOOL

PROJECT NAME: Belmont Cragin Elementary School
CONTRACT NO: C1599
PROJECT NO: 05405

BID FORM
 (For Electronic Submission Copy)

LINE	DESCRIPTION	AMOUNT
1	Base Work Only	\$ 31,723,000.00
2	Commission's Contract Contingency	\$ 1,000,000.00
3	Site Work Allowance	\$ 150,000.00
4	Environmental Allowance	\$ 150,000.00
5	Camera Allowance	\$ 200,000.00
6	Moisture Mitigation Allowance	\$ 150,000.00
7	TOTAL BASE BID (equals Line 1 through 6)	\$ 33,373,000.00
8	TOTAL AWARD CRITERIA FIGURE (based on Line 7)	\$ 31,904,588.00

Accepted by the Commission

SURETY INFORMATION

(Provide Legal Name and address of Surety)

Name: Travelers Casualty and Surety Company of America
 Address: 215 Shuman Blvd., Naperville, IL 60563

BIDDER'S INFORMATION

Firm Name: Sollitt / Sachi Joint Venture
 Date: 5/12/2021

NOTES/INSTRUCTIONS

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

1. **Ensure** Line 1. Base Work Only Amount, Surety Information section, and Bidder's Information section have been populated.
2. **Save** the file.
3. **Convert** the file to PDF.
4. **Include** copy of the Bid Form **within** the scanned copy of the bid.
5. **Attach** the PDF version, **along with** the scanned copy of the bid.
6. **Send email** to: bids@pbchicago.com and patricia.montenegro@cityofchicago.org.

Light Purple	Base Work Only	For Base Work only, enter numbers without decimals or commas. (ie For Base Bid of \$100,000.00, enter 100000)
Light Blue	Contingency(ies)	Amount is fixed and will automatically calculate to determine Total Base Bid (Total of 1+2+3+4+5+6)
Light Yellow	Allowance(s)	Amounts are fixed and will automatically calculate to determine Total Base Bid (Total of 1+2+3+4+5+6)
Orange	Total Base Bid	Equals Line 1 through 6. Total Base Bid automatically populates.
Green	Total Award Criteria Figure	Based on Line 7 (Total Base Bid figure). Total Award Criteria Figure automatically populates from Award Criteria Figure Worksheet.

PROJECT NAME: Belmont Cragin Elementary School

CONTRACT NO: C1599

PROJECT NO: 05054

AWARD CRITERIA FIGURE FORMULA
(For Electronic Submission Copy)

	FORMULA
Line 1. (Based on Total Base Bid)	\$33,373,000.00
Line 2. Minority Journeyman (Maximum figure 0.70)	0.55
Line 3. Multiply Line 2 by Line 1 by 0.04	\$734,206.00
	\$33,373,000.00
Line 4. Minority Apprentice (Maximum figure 0.70)	0.45
Line 5. Multiply Line 4 by Line 1 by 0.03	\$450,535.50
	\$33,373,000.00
Line 6. Minority Laborer (Maximum figure 0.70)	0.60
Line 7. Multiply Line 6 by Line 1 by 0.01	\$200,238.00
	\$33,373,000.00
Line 8. Female Journeyman (Maximum figure 0.15)	0.02
Line 9. Multiply Line 8 by Line 1 by 0.04	\$26,698.40
	\$33,373,000.00
Line 10. Female Apprentice (Maximum figure 0.15)	0.05
Line 11. Multiply Line 10 by Line 1 by 0.03	\$50,059.50
	\$33,373,000.00
Line 12. Female Laborer (Maximum figure 0.15)	0.02
Line 13. Multiply Line 12 by Line 1 by 0.01	\$6,674.60
	\$33,373,000.00
Line 14. Total of Lines 3, 5, 7, 9, 11, and 13	\$1,468,412.00
Line 15. Total Award Criteria	\$31,904,588.00
TOTAL AWARD CRITERIA (Line 15)	\$31,904,588.00

Accepted by the Commission

BIDDER'S INFORMATION

Firm Name: Sollitt / Sachi Joint Venture
Date: 5/12/2021

NOTES/INSTRUCTIONS

- Prior to submitting your bid electronically, please do the following:
 - Ensure Lines 2, 4, 6, 8, 10, and 12 in the Formula column and the Bidder's Information section have been populated.
 - Save the file.
 - Convert the file to PDF.
 - Include copy of the Award Criteria Figure worksheet within the scanned copy of the bid.
 - Attach the PDF version, along with the scanned copy of the bid.
 - Send email to: bids@pbchicago.com and patricia.montenegro@cityofchicago.org.

2. Line 1. (Based on Total Base Bid) automatically populates from Bid Form.

3. Bidder is to populate Lines 2, 4, 6, 8, 10, and 12 (fields shaded Light Green).

4. Lines 2, 4, 6, 8, 10, and 12 are to be entered in decimals. (ie 5% participation = 0.05, 15% participation = 0.15, 50% participation = .50)

5. TOTAL AWARD CRITERIA automatically populates.

PUBLIC BUILDING COMMISSION OF CHICAGO

C. SITE WORK ALLOWANCE SCHEDULE

BELMONT CRAGIN ELEMENTARY SCHOOL - \$150,000.00 ALLOWANCE

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil, to an approved Subtitle D disposal site	Tons	\$45.00
2	Excavation, loading, transportation and disposal of contaminated soil, to an approved Subtitle D disposal site	Tons	\$53.00
3	Loading, transportation and disposal of stockpiled clean construction or demolition debris and uncontaminated soil	Tons	\$25.00
4	Excavation, loading, transportation and disposal of in-place, clean construction or demolition debris and uncontaminated soil	Tons	\$30.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$8.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$12.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants. Work includes crushing, as required.	Cubic Yards	\$70.00
8	UST Removal (Tank < 2000 gal capacity), including UST Removal Permit.	Each	\$5,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity), including UST Removal Permit.	Each	\$5,500.00
10	UST Removal (Tank 6,000-10,000 gal capacity), including UST Removal Permit.	Each	\$8,500.00
11	UST Removal (Tank > 10,000-15,000 gal capacity), including UST Removal Permit.	Each	\$9,500.00
12	UST Removal (Tank > 15,000 gal capacity), including UST Removal Permit.	Each	\$12,500.00
13	UST tank sludge removal and disposal (55-gallon drum), including UST Removal Permit.	Drums	\$450.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization of soils removed under Allowance Schedule (Including Waste Profile Application)	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$2,000.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and set base material CA-1 Stone (RECYCLED)	Ton	\$18.00
22	Furnish, place and set base material CA-1 Stone (VIRGIN)	Ton	\$22.00
23	Load on-site base materials, place and set CA-1 Stone	Cubic Yards	\$10.00

PUBLIC BUILDING COMMISSION OF CHICAGO

<i>Site Work Allowance Schedule - Continued</i>			
Item No.	Description of Work	Unit(s)	Unit Price
24	Furnish, place and compact aggregate material CA-6 (RECYCLED)	Ton	\$22.00
25	Furnish, place and compact aggregate material CA-6 (VIRGIN)	Ton	\$24.00
26	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$10.00
27	Furnish, place and set drainage material CA-7 (RECYCLED)	Tons	\$20.00
28	Furnish, place and set drainage material CA-7 (VIRGIN)	Tons	\$22.00
29	Excavate, place and set on-site drainage material CA-7	Cubic Yards	\$10.00
30	Furnish and place geotextile filter fabric	Square Yard	\$8.00
31	Site Survey - Survey crew for verification of excavation and backfill quantities	Per Day	\$2,000.00
32	Site Survey - Survey crew for verification of excavation and backfill quantities	Half Day	\$1,000.00
33	Street restoration per CDOT standards – Demolition, milling, grinding and disposal of existing asphalt. Furnish and place 1-1/2-inch Asphalt Binder Course and 1-1/2-inch Asphalt Surface Course.	Square Yard	\$185.00
34	Street restoration per CDOT standards – Furnish and place 10-inch PCC Base Course, Work includes joints, structure isolation box, structure adjustment, epoxy coated bars, and epoxy coated dowels, as required.	Square Feet	\$6.00
35	Street restoration per CDOT standards – Furnish and place 10-inch PCC Base Course, 1-1/2-inch Asphalt Binder Course and 1-1/2-inch Asphalt Surface Course. Work includes joints, structure isolation box, structure adjustment, epoxy coated bars, and epoxy coated dowels, as required.	Square Yard	\$250.00
36	Demolition, removal, handling, loading, transportation, and disposal of underground cobblestones and remnants.	Cubic Yards	\$90.00
37	Demolition, removal, handling, loading, transportation, and salvage of underground cobblestones and remnants.	Cubic Yards	\$30.00
38	Street restoration per CDOT standards – Furnish and place concrete curb and gutter.	Linear Feet	\$20.00
39	Concrete Cutting – Concrete Cutting crew to perform saw cut boundaries.	Half Day	\$800.00
40	Transport and Dispose of Hazardous Lead-Impacted Soil at an Illinois Treatment Facility	Per ton of soil	\$160.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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. ALTERNATES

{INTENTIONALLY OMMITTED}

PUBLIC BUILDING COMMISSION OF CHICAGO

E. 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. Sanchez
Carina E. Sanchez, Secretary

Lori E. Lightfoot
Mayor Lori E. Lightfoot, Chairman

CONTRACTING PARTY

Sollitt / Sachi Joint Venture
Contractor Name

790 N. Central Avenue, Wood Dale, IL 60191
Address

IF A CORPORATION:

Name: _____

Title: _____

Signature: _____

ATTEST BY: _____

Secretary

IF A PARTNERSHIP:

Partner (Signature) *James Zielinski*
James Zielinski, President

The George Sollitt Construction Company
790 N. Central Avenue, Wood Dale, IL 60191
Address

Partner (Signature) *Baru Wangombe*
Baru Wangombe, Secretary

Sachi Construction Company
444 Lee St., Unit B, Des Plaines, IL 60016
Address

Partner (Signature) _____

Address

IF A SOLE PROPRIETORSHIP:

Signature _____

Address _____

NOTARY PUBLIC

County of DuPage State of Illinois

Subscribed and sworn to before me on this 12th day of May, 2021.

Ashlee A. Dameron (SEAL)
Notary Public Signature



Commission Expires: June 22, 2021

APPROVED AS TO FORM AND LEGALITY

Anne L. Fredel
Neal & Leroy, LLC Date: 9-15-2021

PUBLIC BUILDING COMMISSION OF CHICAGO

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 7 of BID FORM), in figures	<u>33,373,000</u>
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)	<u>.55</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>734,206</u>
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)	<u>.45</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>450,535.50</u>
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)	<u>.60</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>200,238</u>
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)	<u>.02</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>26,698.40</u>

PUBLIC BUILDING COMMISSION OF CHICAGO

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)	<u>.05</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>50,059.50</u>
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)	<u>.02</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>6,674.60</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>1,468,412</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>31,964,588</u>
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		\$ <u>31,964,588</u>

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:

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

- 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 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

6. Major Trades

- | | |
|-------------------------|----------------------------|
| Asbestos Workers | Operating Engineers |
| Boiler Makers | Painters |
| Bricklayers | Pile Driver Mechanics |
| Carpenters | Pipe Fitters/Steam Fitters |
| Cement Masons | Plasterers |
| Electricians | Plumbers |
| Elevator Construction | Roofers |
| Glaziers | Sheet Metal Workers |
| Machinists | Sprinkler Fitters |
| Machinery Movers | Technical Engineers |
| Ornamental Iron Workers | Truck Drivers |
| Lathers | Tuck Pointers |

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
<u>SEE ATTACHED</u>	_____
_____	_____
_____	_____
_____	_____

8. Identification of Critical Subcontractors Required at Time of Bid

The Commission is requiring the identification of critical subcontractors be identified at the time of bid submission. Bidders are required to list the names of the intended subcontractors who will perform the corresponding Work, if successful. Failure to provide the names of the subcontractors listed below may deem a bid non-responsive.

CRITICAL SUBCONTRACTOR	FIRM NAME
Wrecking/Demolition	Sollitt
Stormwater Detention Tank	StormTrap
Steel Erector	SteelFab / Schmidt
Steel Fabricator	SteelFab
Elevator	Colley Colley

TRADE PARTICIPATION

Carpenters	50%
Laborers	50%
Bricklayers	33%
Plumbers	33%
Electricians	25%
Sheetmetal Workers	33%
Pipe Fitters	33%
Iron Workers	5%

PUBLIC BUILDING COMMISSION OF CHICAGO

Please note: Within two (2) weeks of Notice of Award and/or within three (3) business days of the bidder's receipt of the request for such offers from the PBC, the successful General Contractor shall be required to prepare and submit the requisite submittal documentation to the PBC, including but not limited to:

1. Wrecking/Demolition Permit application required within two (2) weeks of Notice of Award. **Permit Approval is anticipated by August 31, 2021.**
2. Long Lead items for Stormwater Detention Tank.
3. Copies of current AISC Certifications for the proposed Fabricator.
4. Copies of current AISC Certifications for the proposed Erector.
5. Written statement from proposed subcontractor required, confirming understanding and conformance of Contract Documents.

PUBLIC BUILDING COMMISSION OF CHICAGO

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Non-collusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

James Zielinski, being first duly sworn, deposes and says that:

- (1) He/She is President of The George Sollitt Construction Company 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) [Signature]

James Zielinski, President (Title)

Subscribed and sworn to before me this 12th day of May 20 21

[Signature]

Ashlee A. Dameron, Office Manager (Title) My Commission expires: June 22, 2021



PUBLIC BUILDING COMMISSION OF CHICAGO

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Non-collusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Baru Wangombe, being first duly sworn, deposes and says that:

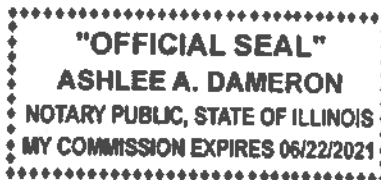
- (1) He/She is Secretary (Owner, Partner, Officer, Representative or Agent) of Sachi Construction, Inc. the Bidder that has submitted the attached Bid;
(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(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) Baru Wangombe, Secretary

(Title) Subscribed and sworn to before me this 12th day of May 20 21

Ashlee A. Dameron

Ashlee A. Dameron, Office Manager (Title) My Commission expires: June 22, 2021



PUBLIC BUILDING COMMISSION OF CHICAGO

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 Sollitt / Sachi Joint Venture

B. Address of joint venture 790 N. Central Avenue

Wood Dale, Illinois 60191

C. Phone number of joint venture 630-860-7333

D. Identify the firms that comprise the joint venture

The George Sollitt Construction Company

Sachi Construction, Inc.

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.)

See Joint Venture Agreement dated May 12, 2021

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

General Contractor for PBC Salt Dome, CPS Nixon Elementary School and PBC Dore Elementary School

E. Nature of joint venture's business

Sollitt / Sachi Joint Venture

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? 25 %

H. Specify as to:

1. Profit and loss sharing 25 %

2. Capital contributions, including equipment 25 %

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

None.

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

None.

- 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

See Joint Venture Agreement dated May 12, 2021

2. Management decisions such as:

- a. Estimating

See Joint Venture Agreement dated May 12, 2021

- b. Marketing and Sales

See Joint Venture Agreement dated May 12, 2021

- c. Hiring and firing of management personnel

See Joint Venture Agreement dated May 12, 2021

- d. Other

See Joint Venture Agreement dated May 12, 2021

3. Purchasing of major items or supplies

See Joint Venture Agreement dated May 12, 2021

4. Supervision of field operations

See Joint Venture Agreement dated May 12, 2021

5. Supervision of office personnel

See Joint Venture Agreement dated May 12, 2021

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.

See Joint Venture Agreement dated May 12, 2021

The George Sollitt Construction Company will provide accounting services.

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.

See Joint Venture Agreement dated May 12, 2021

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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.

The George Sollitt Construction Co.

Name of Joint Venturer

Signature

James Zielinski

Name
President

Title
May 12, 2021

Date

State of Illinois County of Cook

On this 12th day of May, 2021

before me appeared (Name)

James Zielinski

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Sollitt / Sachi Joint Venture

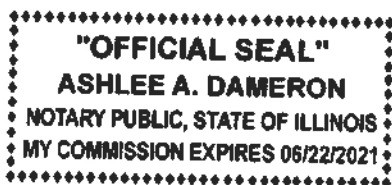
to execute the affidavit and did so as his or her

free act and deed.

Ashlee A. Dameron

Notary Public

Commission expires: June 22, 2021
(SEAL)



Sachi Construction, Inc.

Name of Joint Venturer

Signature

Baru Wangombe

Name
Secretary

Title
May 12, 2021

Date

State of Illinois County of Cook

On this 12th day of May, 2021

before me appeared (Name)

Baru Wangombe

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)

Sollitt / Sachi Joint Venture

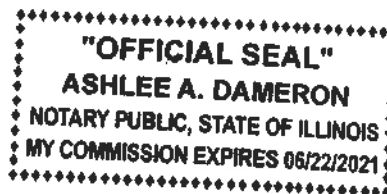
to execute the affidavit and did so as his or her

free act and deed.

Ashlee A. Dameron

Notary Public

Commission expires: June 22, 2021
(SEAL)



PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: Belmont Cragin Elementary School

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

Joint Venture Representative
 Title and duly authorized representative of

Sollitt / Sachi Joint Venture
 Name of General Contractor whose address is

790 N. Central Avenue

in the City of Wood Dale, State of Illinois

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
Sachi Construction, Inc.	25% Joint Venture Partner	\$8,650,000	\$
Autumn Construction Services, Inc.	Mechanical Piping	\$	\$ 1,435,300
Any Temperature Co., Inc.	Ventilation	\$	\$985,500
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$8,650,000	\$2,420,800
Percent of Total Base Bid		25.92 %	7.25 %

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.

PUBLIC BUILDING COMMISSION OF CHICAGO


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:


Sollitt / Sachi Joint Venutre
Name of Contractor (Print)
May 12, 2021
Date
630-860-7333
Phone


Signature
James Zielinski
Name (Print)

IF APPLICABLE:

BY:

Sachi Construction, Inc.
Joint Venture Partner (Print)
May 12, 2021
Date
847-806-3600
Phone/FAX


Signature
Baru Wangombe
Name (Print)
MBE WBE Non-MBE/WBE

Certified Profile

CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Sachi Construction, Inc.	
OWNER	Mr. Rohit Patel	
ADDRESS	444 Lee Street Unit B Des Plaines, IL 60016-6689	Map This Address
PHONE	847-806-3600	
FAX	847-806-3606	
EMAIL	rohit@sachiconstruction.com	
ETHNICITY	Asian American	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	6/1/2021
RENEWAL DATE	8/1/2022
EXPIRATION DATE	8/1/2022
CERTIFIED BUSINESS DESCRIPTION	NAICS 23622 Commercial and Institutional Building Construction (More) NAICS 237310 Airport runway construction (More) NAICS 238110 Poured Concrete Foundation and Structure Contractors (More) NAICS 238120 Structural Steel and Precast Concrete Contractors (More) NAICS 238130 Framing contractors (More) NAICS 238140 Masonry Contractors (More) NAICS 238290 Commercial kitchen food preparation equipment (e.g., mixers, ovens, stoves) installation (More) NAICS 238350 Finish Carpentry Contractors (More) NAICS 238990 Concrete paving, residential and commercial driveway and parking area (More) NAICS 541350 Building inspection services (More) NAICS 237110 Water and Sewer Line and Related Structures Construction

Commodity Codes

Code	Description
NAICS 23622	Commercial and Institutional Building Construction

NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 237310	Airport runway construction
NAICS 238110	Poured Concrete Foundation and Structure Contractors
NAICS 238120	Structural Steel and Precast Concrete Contractors
NAICS 238130	Framing contractors
NAICS 238140	Masonry Contractors
NAICS 238290	Commercial kitchen food preparation equipment (e.g., mixers, ovens, stoves) installation
NAICS 238350	Finish Carpentry Contractors
NAICS 238990	Concrete paving, residential and commercial driveway and parking area
NAICS 541350	Building inspection services

Additional Information

WARD	N/A
COMMUNITY AREA	N/A
QUALIFIED INVESTMENT AREA	N/A

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: CPS Belmont Cargin Elementary School

Project Number: C1955

FROM:

Autumn Construction Services, Inc. MBE _____ WBE X
(Name of MBE or WBE)

TO:

Sollitt / Sachi Joint Venture 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):

X 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 12/11/2018. 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.

Furnish and Install Mechanical Piping

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

\$2,995,000

PUBLIC BUILDING COMMISSION OF CHICAGO

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:

Three horizontal lines for describing partial pay items.

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*

19.17 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

32.9 % 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:

Autumn Construction Services, Inc.
Name of MBE/WBE Firm (Print)
5/5/21
Date
(630) 588-9585
Phone

Susan Nelson
Signature
Susan Nelson
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

DEC 11 2018

Susan Nelson
Autumn Construction Services, Inc.
449 Eisenhower Lane South
Lombard, IL 60148

Re: Letter Revised due to Change of Specialty Areas

Dear Ms. Nelson:

We are pleased to inform you that **Autumn Construction Services, Inc.**, has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **11/1/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/1/2019, 11/1/2020 and 11/1/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/1/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/1/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your

cc
12

certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

- 236220 - Construction Management, Commercial and Institutional Building**
- 237120 - Construction Management, Oil and Gas Pipeline**
- 238110 - Poured Concrete Foundation and Structure Contractors**
- 238130 - Framing Contractors**
- 238220 - Mechanical Contractors**
- 238310 - Drywall and Insulation Contractors**
- 238320 - Painting and Wall Covering Contractors**
- 238350 - Finish Carpentry**
- 238910 - Site Preparation Contractors**
- 541330 - Engineering Design Services**
- 541620 - Environmental Consulting Services**
- 541690 - Safety Consulting Services**
- 811310 - Refrigeration Equipment Repair/Maintenance Services, Industrial & Commercial**

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprises Owned or Operated by People with Disabilities (MBE/WBE/VE/BE/PEPD) Program.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer
Department of Procurement Services

SEA/cm

Certified Profile

CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Autumn Construction Services, Inc.	
OWNER	Ms. Susan Nelson	
ADDRESS	87 Eisenhower Lane South Lombard, IL 60148	Map This Address
PHONE	630-588-9585	
FAX	630-588-9586	
EMAIL	susan.nelson@autumnconstruction.com	
ETHNICITY	Caucasian	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	10/20/2020
RENEWAL DATE	11/1/2021
EXPIRATION DATE	11/1/2022
CERTIFIED BUSINESS DESCRIPTION	NAICS Codes: 236220 Construction management, commercial and institutional building 237120 Construction management, oil and gas pipeline 238110 Poured Concrete Foundation and Structure Contractors 238130 Framing contractors 238220 Mechanical contractors 238310 Drywall and Insulation Contractors 238320 Painting and Wall Covering Contractors 238350 Finish carpentry 238910 Site Preparation Contractors 541330 Engineering design services 541620 Environmental consulting services 541690 Safety consulting services 811310 Refrigeration equipment repair and maintenance services, industrial and commercial-type

Commodity Codes

Code	Description
------	-------------

NAICS 236220	Construction management, commercial and institutional building
NAICS 237120	Construction management, oil and gas pipeline
NAICS 238110	Poured Concrete Foundation and Structure Contractors
NAICS 238130	Framing contractors
NAICS 238220	Mechanical contractors
NAICS 238310	Drywall and Insulation Contractors
NAICS 238320	Painting and Wall Covering Contractors
NAICS 238350	Finish carpentry
NAICS 238910	Site Preparation Contractors
NAICS 541330	Engineering design services
NAICS 541620	Environmental consulting services
NAICS 541690	Safety consulting services
NAICS 811310	Refrigeration equipment repair and maintenance services, industrial and commercial-type

Additional Information

PUBLIC BUILDING COMMISSION OF CHICAGO

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*

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % 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:

Any Temperature Co. Inc
Name of MBE/WBE Firm (Print)
6/03/2021
Date
(630) 784-9801
Phone

Natalie DeMio
Signature
Natalie DeMio
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY - 7 2018

Ms. Natalie DeMeo
Any Temperature Co., Inc.
336 Gunderson Drive
Carol Stream, IL 60188

Dear Ms. Natalie DeMeo:

We are pleased to inform you that **Any Temperature Co., Inc.** has been certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **(WBE)** certification is valid until **5/01/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual **No-Change Affidavit**. Your firm's **annual No-Change Affidavit** is due by **5/1/2019, 5/1/2020, 5/1/2021, and 5/1/2022**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual **No-Change Affidavit** may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **5/1/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **3/1/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **(WBE)** if you fail to:

- File your annual **No-Change Affidavit** within the required time period;

A handwritten signature in the bottom right corner of the page.

MAY - 7 2018

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

238220 - HVAC (heating, ventilation and air-conditioning) contractors

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/od

Certified Profile

CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Any Temperature Co., Inc.	
OWNER	Natalie DeMeo	
ADDRESS	336 Gundersen Drive Suite E Carol Stream, IL 60188-2403	Map This Address
PHONE	630-784-9801	
FAX	630-784-9804	
EMAIL	natalie@anytemperature.com	
ETHNICITY	Caucasian	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	5/10/2021
RENEWAL DATE	5/1/2022
EXPIRATION DATE	5/1/2023
CERTIFIED BUSINESS DESCRIPTION	238220 - HVAC (heating, ventilation and air-conditioning) contractors

Commodity Codes

Code	Description
NAICS 238220	HVAC (heating, ventilation and air-conditioning) contractors

Additional Information

WARD	N/A
COMMUNITY AREA	N/A
QUALIFIED INVESTMENT AREA	N/A

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

****NOT APPLICABLE****

Dear Ms. Sanchez:

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: New Construction
 - a. Description of goods or services to be provided under Contract
General Contracting for the Belmont Cragin Elementary School
2. Name of Contractor: Sollitt / Sachi Joint Venture
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: X

Retained Parties:

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

PUBLIC BUILDING COMMISSION OF CHICAGO

- 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.

James Zielinski
Signature

James Zielinski
Name (Type or Print)

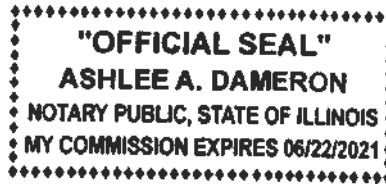
May 12, 2021
Date

Representative
Title

Subscribed and sworn to before me
this 12th day of May, 2021 (SEAL)

Ashlee A. Dameron
Notary Public

Commission expires: **June 22, 2021**



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1599

PERFORMANCE AND PAYMENT BOND

Contract No.

Bond No. 107412767

C1599

KNOW ALL MEN BY THESE PRESENTS, that we, Sollitt/Sachi Joint Venture a Corporation organized and existing under the laws of the State of Illinois, with offices in the City of Wood Dale, State of Illinois, as _____ Principal, and
Travelers Casualty and Surety Company of America - One Tower Square, Hartford, CT 06183

a corporation organized and existing under the laws of the State of Connecticut, 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 THIRTY-THREE MILLION THREE HUNDRED SEVENTY-THREE THOUSAND DOLLARS AND NO CENTS 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 May 18, 2021, for the fabrication, delivery, performance and installation of:

Belmont Cragin Elementary School
6112 Fullerton Avenue
Chicago, Illinois 60639

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

Bond No. 107412767
PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. C1599

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.

It is expressly understood and agreed that this Bond, in the penal sum of THIRTY-THREE MILLION THREE HUNDRED SEVENTY-THREE THOUSAND DOLLARS AND NO CENTS 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.

Bond No. 107412767
PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. C1599

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____
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:

Name BY _____ (Seal)
Individual Principal

Business Address Individual Principal

City State

CORPORATE SEAL

ATTEST: Sollitt/Sachi Joint Venture
Principal
BY Thomas Baker BY James Zielinski
Thomas Baker, Representative James Zielinski, Representative
Title Title

Travelers Casualty and Surety Company of America
Corporate Surety
BY Stephanie C. Anderson BY Peter S. Forker
Stephanie C. Anderson Peter S. Forker
Business Address Title Attorney-In-Fact
300 S. Riverside Dr. Suite 1500
Chicago, IL 60606 CORPORATE SEAL

FOR CLAIMS (Please print):
Contact Name: Todd Baraniak
Business Address: 215 Shuman Blvd., Naperville, IL 60563
Telephone: 630-961-7002 Fax: 866-216-5979

The rate of premium of this Bond is \$ 5.80 per thousand. **
Total amount of premium charged is \$ 193,563.00 (One Hundred Ninety Three Thousand- **
Five Hundred Sixty Three Dollars and No/100)

* 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. The Commission will not accept a facsimile signature.
** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1599

BOND APPROVAL

BY

Carina E. Sánchez, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Thomas Baker, certify that I am the Representative Secretary of Sollitt / Sachi Joint Venture, corporation named as Principal in the foregoing performance and payment bond, that James Zielinski who signed on behalf of the Principal was then Representative of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 24th day of May, 20 21

CORPORATE SEAL



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S. Forker of Rolling Meadows, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

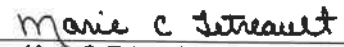
By: 
Robert L. Raney, Senior Vice President

On this 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of May 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

PUBLIC BUILDING COMMISSION OF CHICAGO

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. X Contractor's Bid
2. X Bid Guarantee
3. X Acceptance of the Bid
4. X Basis of Award (Award Criteria)
5. X Unit Prices (If applicable)
6. X Affidavit of Non-Collusion
7. X Schedule B – Affidavit of Joint Venture (if applicable)
8. X Schedule C – Letter of Intent from MBE/WBE
9. X Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
10. N/A Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
11. X Proof of Ability to Provide Bond
12. X Proof of Ability to Provide Insurance
13. X General Contractor's License
14. X 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).

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE MARCH 15, 2021

(Current as of April 8, 2021)

Please click on link below:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2021%20Rates/March%2015/Cook.pdf>

(Remainder of Page Intentionally Left Blank)

EXHIBIT #2 INSURANCE REQUIREMENTS

C1599 – BELMONT CRAGIN ELEMENTARY SCHOOL

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 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 Substantial Completion of the project, 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's Risk Management.

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 \$25,000,000 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 Chicago Park District, the Board of Education of the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago, as Additional Insured using the latest version of the ISO CG2010 and CG2037. 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 Chicago Park District, the Board of Education of the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or 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 \$5,000,000 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

PUBLIC BUILDING COMMISSION OF CHICAGO

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 to 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 Chicago Park District, the Board of Education of the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or 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.

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 \$5,000,000 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 with a sublimit of \$1,000,000.

The Public Building Commission of Chicago, the Chicago Park District, the Board of Education of the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives, 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 Risk Management Department, 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

PUBLIC BUILDING COMMISSION OF CHICAGO

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 Chicago Park District, the Board of Education of the City of Chicago, the City of Chicago, the User Agency 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 User Agency 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 Chicago Park District, the Board of Education of the City of Chicago, the City of Chicago, the User Agency 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
3. Builders Risk Coverage

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 North Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Kristin Schenn PHONE (A/C, No, Ext): (847) 463-7817 FAX (A/C, No): (847) 440-9123 E-MAIL ADDRESS: kschenn@assuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Sollitt Sachi Joint Venture 790 N. Central Avenue Wood Dale IL 60191-1266	INSURER A : Amerisure Mutual Insurance Co.	NAIC # 23396
	INSURER B : AIG Specialty Insurance Compan	26883
	INSURER C : Indian Harbor Ins Co	
	INSURER D : Travelers	27998
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1772727350** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL20157410002	10/16/2020	10/16/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA21157390002	10/16/2020	10/16/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU21157400002	10/16/2020	10/16/2021	EACH OCCURRENCE	\$ 8,000,000
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC20157420002	10/16/2020	10/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Pollution Liability			CPO1957615	6/30/2019	6/30/2022	Occ/Agg: \$5,000,000	Ded: \$25,000
C	Professional Liability			CEO744651004	11/14/2020	6/30/2021	Agg: \$3,000,000	Ded: \$5,000
D	Excess Liability			ZUP-16P07407-21-NF	5/20/2021	8/5/2022	Each Occ: \$15,000,000	Agg: \$15,000,000

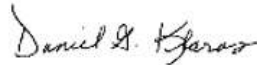
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Belmont Cragin Elementary School - 6112 West Fullerton Avenue, Chicago, IL 60639 - Project No. 05405

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability, Automobile Liability and Pollution Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

- 1.) Public Building Commission of Chicago
 - 2.) Chicago Park District
 - 3.) Board of Education of the City of Chicago
- See Attached...

CERTIFICATE HOLDER

CANCELLATION

APPROVED Public Building Commission of Chicago JLB Procurement Department Richard J. Daley Center 50 West Washington Street, Room 200 Chicago IL 60602 5/24/2021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

AGENCY CUSTOMER ID: GEORSOL-02

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Assurance, a Marsh & McLennan Agency LLC company		NAMED INSURED Sollitt Sachi Joint Venture 790 N. Central Avenue Wood Dale IL 60191-1266	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

4.) their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

Excess/Umbrella policy follows form of the General Liability, Automobile Liability and Workers' Compensation policies.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/21/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg, IL 60173	PHONE (A/C, No, Ext): (847) 463-7817 COMPANY Travelers 5757 Phantom Drive Hazelwood, MO 63042												
FAX (A/C, No): (847) 440-9123	E-MAIL ADDRESS: kschen@assuranceagency.com												
CODE: AGENCY CUSTOMER ID #: GEORSOL-02	SUB CODE:												
INSURED Sollitt Sachi Joint Venture 790 N. Central Avenue Wood Dale, IL 60191-1266	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">LOAN NUMBER</td> <td style="width: 50%;">POLICY NUMBER</td> </tr> <tr> <td></td> <td>QT-660-4R6233141-TIL21</td> </tr> <tr> <td style="text-align: center;">EFFECTIVE DATE</td> <td style="text-align: center;">EXPIRATION DATE</td> </tr> <tr> <td style="text-align: center;">05/20/2021</td> <td style="text-align: center;">08/05/2022</td> </tr> <tr> <td colspan="2" style="text-align: right;"> <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED </td> </tr> <tr> <td colspan="2">THIS REPLACES PRIOR EVIDENCE DATED:</td> </tr> </table>	LOAN NUMBER	POLICY NUMBER		QT-660-4R6233141-TIL21	EFFECTIVE DATE	EXPIRATION DATE	05/20/2021	08/05/2022	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED		THIS REPLACES PRIOR EVIDENCE DATED:	
LOAN NUMBER	POLICY NUMBER												
	QT-660-4R6233141-TIL21												
EFFECTIVE DATE	EXPIRATION DATE												
05/20/2021	08/05/2022												
<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED													
THIS REPLACES PRIOR EVIDENCE DATED:													

PROPERTY INFORMATION

LOCATION/DESCRIPTION

RE: Belmont Cragin Elementary School - 6112 West Fullerton Avenue, Chicago, IL 60639 - Project No. 05405

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL
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COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage: -Total Contract Amount: -Physical Loss Limit Per Location: -Limit at Temporary Location: -Transit Limit: **All Exposures are Subject to Exclusion.	\$33,373,000 \$33,373,000 \$250,000 \$250,000	\$5,000 \$5,000 \$5,000 \$5,000

REMARKS (Including Special Conditions)

Public Building Commission of Chicago, the Chicago Park District and the Board of Education of the City of Chicago are Additional Named Insureds with respect to the Builders Risk policy, as per written contract.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

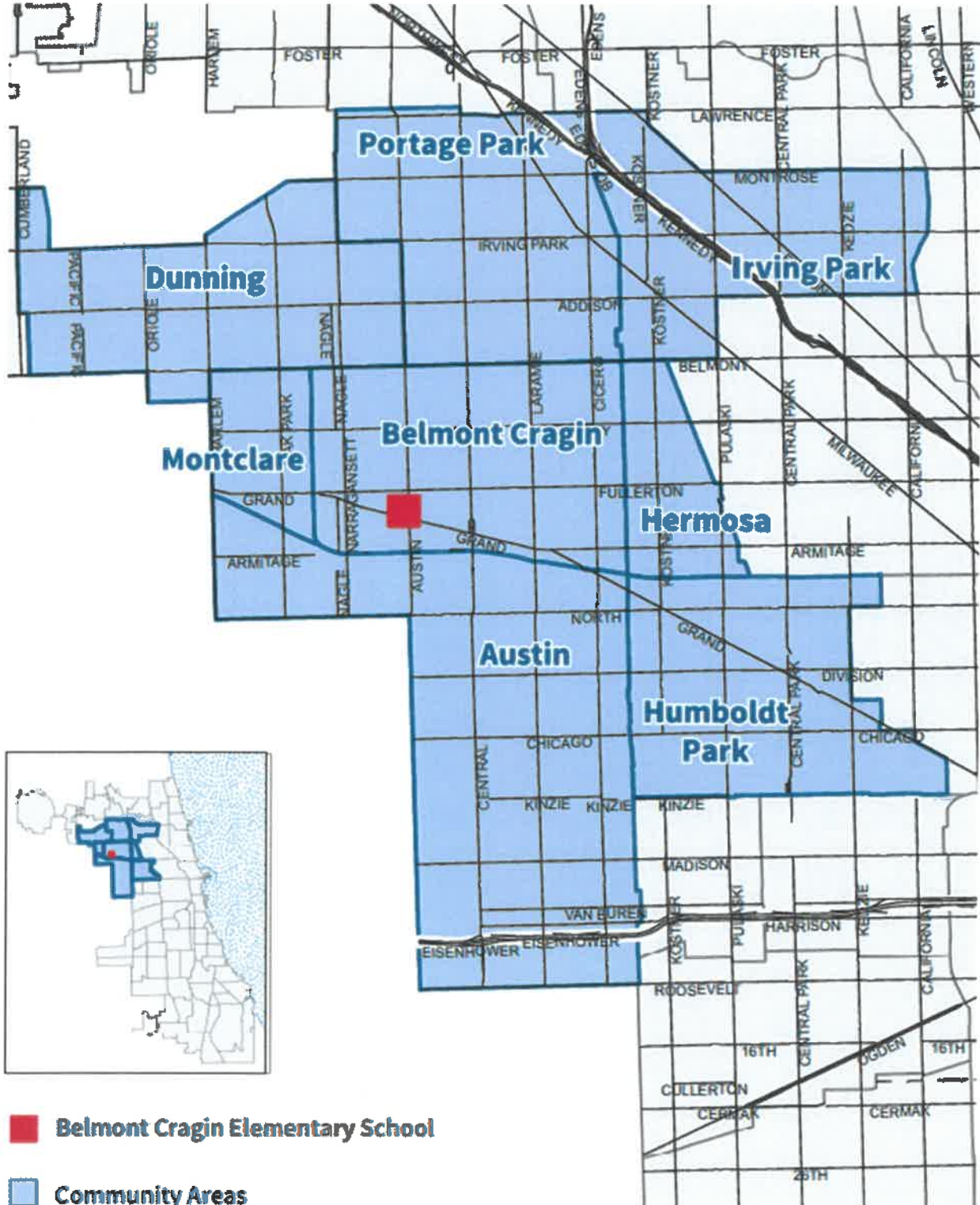
NAME AND ADDRESS Public Building Commission of Chicago Procurement Department Richard J. Daley Center 50 West Washington Street, Room 200 Chicago, IL 60602	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 25%;">ADDITIONAL INSURED</td> <td style="width: 25%; text-align: center;"><input type="checkbox"/></td> <td style="width: 25%;">LENDER'S LOSS PAYABLE</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>MORTGAGEE</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>LOSS PAYEE</td> </tr> <tr> <td colspan="4">LOAN #</td> </tr> <tr> <td colspan="4">AUTHORIZED REPRESENTATIVE</td> </tr> <tr> <td colspan="4" style="text-align: center;"> </td> </tr> </table>	<input checked="" type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LENDER'S LOSS PAYABLE	<input type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>	LOSS PAYEE	LOAN #				AUTHORIZED REPRESENTATIVE							
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LENDER'S LOSS PAYABLE																		
<input type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>	LOSS PAYEE																		
LOAN #																					
AUTHORIZED REPRESENTATIVE																					

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #3 PROJECT COMMUNITY AREA MAP



**Belmont Cragin Elementary School
Community Hiring Areas**



PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #4 ASSIST AGENCIES

 PBC ASSIST AGENCIES <small>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/</small>		
P.O. Box #19670 Chicago, IL 60619	African American Contractors Association * Omar Shareef (312) 915-5960	aacanatlassoc@gmail.com aacanat.org
12000 S Marshfield Ave Calumet Park, IL 60827	Black Contractors United * Carole Williams (708) 389-5730	bcunewera@att.net blackcontractorsunited.com
1633 S Michigan Ave Chicago, IL 60615	CANDO Corporation LaVerne Hall (312) 488-9338	LHall@candocorp.net
800 E 78th St Chicago, IL 60619	Chatham Business Association: Small Business Development, Inc. Melinda Kelly (773) 994-5006	melindakelly@cbaworks.org cbaworks.org
105 W Adams St, #2300 Chicago, IL 60603	Chicago Minority Supplier Development Council Phil Barneda (312) 755-8880	info@ChicagoMSDC.org chicagomsgdc.org
4510 S Michigan Ave Chicago, IL 60653	Chicago Urban League Jason Johnson (773) 451-3547	jjohnson@thechicagourbanleague.org thechicagourbanleague.org
2444 W 16th St Chicago, IL 60608	Chicago Women in Trades * Jayne Vellinga (312) 942-1444	jvellinga@cwit2.org chicagowomenintrades2.org
ATTN: Adam Weiss 111 W Washington, #1700 Chicago, IL 60602	ConstructConnect Cassidy Bailey (800) 364-2059 ext. 7204	cassidy.bailey@constructconnect.com ConstructConnect.com
202 S Halsted St Chicago Heights, IL 60411	Construction Business Development Center at Prairie State College Paul Murtagh (708) 709-3692	pmurtagh@prairiestate.edu prairiestate.edu
4210 W Irving Park Rd Chicago, IL 60641	Federation of Women Contractors * Beth Doris (312) 360-1122	fwcchicago@aol.com fwcchicago.com
650 W Lake St, #415 Chicago, IL 60661	Hispanic American Construction Industry Association Jorge Perez (312) 575-0389	jperez@haciaworks.org haciaworks.org
411 Hamilton Blvd, #1484 Peoria, IL 61602	Illinois Black Chamber Of Commerce Kenyatta Fisher (309) 740-4430	larryivory@illinoisblackchamber.org illinoisblackchamber.org
3512 W Fullerton Ave Chicago, IL 60647	Latin American Chamber Of Commerce D. Lorenzo Padron (773) 252-5211	d.lorenzopadron@laccusa.com laccusa.com
930 E 50th St Chicago, IL 60615	Rainbow/PUSH Coalition John Mitchell (773) 256-2766	jmitchell@rainbowpush.org rainbowpush.org
1750 E 71st St Chicago, IL 60649	South Shore Chamber, Inc. Tonya Trice (773) 955-9508	trice@southshorechamberinc.org southshorechamberinc.org
8 S Michigan Ave, #400 Chicago, IL 60603	Women's Business Development Center Frieda Curry (312) 853-3477	fcurry@wbdc.org wbdc.org
308 Circle Ave Forest Park, IL 60130	Women Construction Owners & Executives * Mary Kay Minaghan (708) 366-1250	mkm@mkmservices.com wcoeusa.org
1250 Grove Ave, #200 Barrington, IL 60010	U.S. Minority Contractors Association Larry Bullock (847) 852-5010	larry.bullock@usminoritycontractors.org usminoritycontractors.org

5/30/2019 12:38 PM

* Firm only receives electronic notification of PBC IFB Documents

JOINT VENTURE AGREEMENT

This Agreement made and executed this 12th day of May, 2021, by and between THE GEORGE SOLLITT CONSTRUCTION COMPANY, an Illinois corporation, having its principal place of business at 790 N. Central Ave., Wood Dale, Illinois 60191, hereinafter sometimes referred to as “SOLLITT” and SACHI CONSTRUCTION, INC., an Illinois corporation, having its principal place of business at 444 Lee Street, Unit B, Des Plaines, IL 60016, hereinafter sometimes referred to as “SACHI”.

WHEREAS:

- A. The Public Building Commission of Chicago, Illinois, has invited bids for the construction of the Belmont Cragin Elementary School – Project 05405 – Contract No. C1599, such contract together with related documents, change orders, and supplemental agreements being hereinafter referred to as the “Contract”, and the project and work there under is hereinafter referred to as the “Project”, and
- B. SOLLITT and SACHI intend by this Agreement (i) to constitute themselves as a Joint Venture, to submit a joint bid for the performance of the Contract and if the Contract is awarded to the Joint Venture to perform the Contract and (ii) to set forth their respective rights and obligations as to: The submission of the bid, rendering service and the work to be done in the performance of the Contract are to be shared or borne and all other matters pertaining the Joint Venture. Therefore, the parties agree as follows:
 1. The parties hereby declare and acknowledge themselves to be a Joint Venture and the Joint Venture shall sometimes be known as the “Sollitt/Sachi Joint Venture”, but is in this Agreement referred to as the “Joint Venture”. The sole and exclusive purpose of the Joint Venture shall be to submit a bid for the performance of the Contract and if the

Contract is awarded to the Joint Venture, to perform the Contract. The Joint Venture and this Agreement shall terminate (a) if the parties do not agree on the terms of the bid; or (b) if the Contract is not awarded to the Joint Venture; or (c) when the Contract has been fully completed including completion of Contract guarantees and the accounts are settled between the parties in accordance with the terms hereof. This Agreement shall not limit either party from engaging in other business for its own account, but each party will have no responsibility for contracts or business entered into by the other party for its own account and not a part of this Joint Venture.

2. The parties shall prepare, execute and submit a bid for the performance of the Contract in an amount and on terms mutually agreed upon prior to its submission. The bids shall be made in the joint names of the parties. No bid shall be filed in the joint names of the parties unless: (a) the necessary commitments for Performance and Payment Bonds have been obtained in advance of the bid; (b) proper arrangements have been made for submission of a Bid Bond in accordance with bidding requirements including any additives, the same to be filed with the bid as required by the bidding documents; and (c) the prices to be inserted in the bidding documents have been agreed upon by the parties.
3. At any time prior to the actual submission of the bid either party upon giving prior written notice to the other may withdraw from the Joint Venture and be under no further obligation hereunder. In such event either party may submit a bid alone or with others without any obligation to the withdrawing or other party.
4. Any negotiations between the parties and the Public Building Commission of Chicago, or between the parties and the sureties, if any, subsequent to the submission of the bid but prior to the award of the Contract shall be conducted by the parties jointly.

5. All costs in connection with the bidding up to the date of award of the Contract shall be the individual charge of the party incurring the same and shall not be considered a cost of the Project.
6. If awarded the Contract, and only then, the further rights and obligations of the parties arising out of this Joint Venture shall be as set forth in the following Paragraphs 8 to 30.
7. Each party agrees that it shall use its best efforts to cause the Project to be fully performed, in a timely manner and in accordance with the intent of this Joint Venture Agreement. The parties shall furnish such assets, services, and personnel of their respective corporations in the performance of the Contract as may be requested by the parties, each party further expressly agrees that it shall contribute and make available to the Joint Venture in the performance of the Contract its best skills, experience, and know-how so far as practicable.
8. Each party shall have an undivided interest in the Joint Venture, shall contribute all necessary working capital and shall participate in its net gains and profits and share in its losses and liabilities in the proportion set opposite its name in the next succeeding sentence. In addition, the interest of the parties hereto in and to the Contract, and in and to any and all property and equipment acquired in connection with the performance thereof (except as hereinafter provided) and in and to any and all moneys which may be derived from the performance thereof, and the obligations and liabilities of each of the parties hereto as between themselves in connection with the Contract and with respect to any and all liabilities, costs and expenses in connection therewith, shall be in the following proportions, viz.:

Percentages

SOLLITT	75%
SACHI	25%

Each party shall have a voice equal to its proportional share in the determination of any matter involving the business of the Joint Venture until and unless Paragraph 22 hereof should become applicable. Each party does hereby agree to indemnify the other against any loss or liability exceeding the proportions, hereinabove stated, for whatever reason, including any payments required to be made in, and about, the performance of the Contract.

It is agreed by both parties that Sollitt and Sachi are to act in their respective capacities as general contractors for separate, distinct and complimentary portions of the work which taken together will constitute the total work to be performed by the Joint Venture under the Contract. Accordingly, it is agreed by both parties that a subcontract for an amount not less than 25% of the value of the Contract shall be issued to Sachi Construction for general work under the Contract. Serving as a General Contractor, the general work to be performed by Sachi Construction shall include, but is not limited by, quality control, certain General Condition items, concrete work, steel work, carpentry, masonry and miscellaneous general trades. Specific contributions of

equipment to be provided by Sachi may include, but is not limited to, gang boxes, power tools and other miscellaneous tools and equipment, which may be required to complete the above listed Contract scope of work. Sachi shall provide personnel to supervise, manage and control its Contract scope of work by providing the services of a project superintendent and assistant project manager, as well as other operative personnel as may be required. In addition, utilizing appropriate construction trade workers, Sachi will self-perform general conditions work, carpentry work and miscellaneous specialties items. Like wise, it is agreed that the balance of the Contract value and remaining scope of project general work shall be subcontracted to The George Sollitt Construction Company. The subcontracted work shall be performed on behalf of the Joint Venture partnership and taken together shall constitute the total work under the Contract.

9. (a) All necessary working capital, when and as required for the prosecution of the Contract, shall be furnished by SOLLITT and SACHI in proportion to its equity share. A bank account shall be opened in such bank and under such names as the parties may determine, in which all the funds advanced hereunder for the performance of the Contract as well as the funds received on account thereof shall be deposited. Withdrawals shall be made from such bank account in such manner and in such form as SOLLITT and SACHI from time to time direct and by signatories designated by them.
- (b) Within five days after the award of the Contract to the Joint Venture, SOLLITT and SACHI shall proportionally advance and pay into such bank account the initial sum of (\$5,000.00). All additional capital required under the Contract for the Project shall be determined as follows: Within ten days after both of the parties determine that any additional sums are required for the performance of the Contract, both parties shall

deposit in such bank account such proportional amounts as shall be designated by the parties.

(c) In the event either party hereto is unable or fails or neglects to advance or contribute its proportionate share of the working capital required in the performance of the Contract, then the other party may, but need not, advance such deficiency or any part thereof, and the party so advancing such deficiency shall receive interest on such excess funds at a rate which is one percent (1%) above the prime rate of interest charged from time to time by the Wintrust Bank. Such advance shall bear interest from the date of advancement to the date of repayment, and such excess funds shall be repaid in full with such interest from the said bank account or accounts prior to any sums being paid to the non-advancing member of the Joint Venture. The interest so paid shall be deducted from the funds otherwise due the party who failed to contribute its proportionate part of the working capital. The party failing to advance its share of working capital shall not be relieved of its obligation to share its proportionate share of the loss in the Joint Venture as set forth in Paragraph 8.

(d) Except as provided in Paragraph 11 for the repayment of excess funds advanced by one party, no part of any advances deposited in said bank account or accounts shall be returned to any of the parties and no distribution of profits shall be made prior to the completion of the Project except as may otherwise be mutually agreed upon in writing by the parties hereto. On completion of the Project, all working capital advanced shall be repaid to the party or parties advancing the same prior to the distribution of any profits as hereinafter provided.

(e) Funds that are temporarily considered excess shall be invested by the Joint Venture in a manner jointly approved by the parties.

10. Neither party shall have the right to borrow money on behalf of the other party, or to use the credit of the other party for any purpose nor shall money be borrowed in the name of the Joint Venture except as may be authorized jointly by SOLLITT and SACHI.
11. To facilitate handling of all matters and questions in connection with the performance of the Contract by SOLLITT and SACHI, each of the parties appoints the following Representatives and Alternates to act on its behalf in relation to any and all matters or things in connection with, arising out of, or relative to the Joint Venture and in relation to any matters or things involving the performance of the Contract and the Project, including but not limited to those of a contractual nature with the Public Building Commission of Chicago, Chicago, Illinois, and any of its departments, or with third persons. Actions and decisions of the SOLLITT and SACHI Representatives shall be by unanimous vote whenever possible. Otherwise, actions and decisions shall be made by vote with each representative's vote equal to its firms proportional share in the management of the Joint Venture in accordance with Paragraph 8.

The following are appointed the initial and alternate Representative of the parties:

SOLLITT

Representative: James Zielinski

Alternate: Thomas Baker

SACHI

Representative: Rohit Patel

Alternate: Baru Wangombe

Either party may at any time and from time to time change its Representative or appoint a successor Representative by filing with the other a written notice and duly executed appointment of a new representative or Alternate. If a Representative at any time resigns

or is unable to act (temporarily or permanently) his Alternate shall act in his place and stead with the same authority as such Representative and the Alternate's action shall be binding upon the party who appointed him.

12. Each party shall have a voice equal to its proportional share in the management of the Joint Venture. The Representatives of SOLLITT and SACHI shall meet from time to time as required to act on necessary matters pertaining to the Project. All decisions, commitments, agreements, undertakings, understandings, or other matters pertaining to the performance of the Project shall be mutually agreed upon by such Representatives. No Representative shall be liable to the parties by reason of his acts as such, except in the case of his gross negligence or actual fraudulent or dishonest conduct.
13. The general supervision and management of the work called for by the Contract and any and all matters relating thereto shall be under the general charge and control of a Project Management Team who shall be subject only to the joint control and direction of the Representatives. The Project Management Team shall be given such specific powers as the parties may from time to time delegate. The Project Management Team shall be appointed by the Representatives of SOLLITT and SACHI and shall serve as such during their pleasure; the members of the Project Management Team at the time of appointment may be an employee of SOLLITT or SACHI.
14. Subject to the joint control and direction of the Representatives the supervision of accounting, finances, and taxes of the Project shall be under the general charge and control of a Project Controller. The Project Controller shall be nominated by the Representatives of SOLLITT and SACHI and shall serve as Project Controller during their pleasure; the Project Controller at the time of appointment shall be an employee of SOLLITT. It is further agreed that the Joint Venture shall reimburse SOLLITT for Joint

Venture accounting services under the direction of the Project Controller for the fee of 0.85% of the total contract amount.

15. (a) Under the direction of the Project Controller separate books of account for the performance of the Contract and all matters pertaining thereto shall be kept and maintained at Sollitt's office. All records of the Joint Venture shall be open for inspection by SOLLITT or SACHI at all reasonable times. The books of the Joint Venture shall be maintained on a percentage of completion basis for both book and tax reporting. Periodic reporting to each party shall be made from time to time with such statements and reports relating to the progress of the performance of the Contract and as to the financial condition of the Joint Venture as requested. At the completion of the Contract and at such intervals as the parties may agree upon each party shall be furnished with a complete account of the receipts and disbursements of the Joint Venture.

(b) At December 31 of each year during the existence of the Joint Venture and at the completion of the Contract if requested by either party the accounts of the Joint Venture shall be audited by a mutually accepted firm of independent certified public accountants. Each such audit shall be performed in a manner which will permit the accountant to express an unqualified accountant's opinion with respect to the financial statements of the Joint Venture if the existing facts warrant such an unqualified opinion. The cost of each audit shall be borne by the Joint Venture.

(c) To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Contract, pursuant to the provisions of law, the same shall be kept at such place or places as the parties may from time to time determine, and the cost thereof shall be born equal to its proportional share by SOLLITT and SACHI.

16. Cost of construction shall consist of the costs of all subcontracts, labor, material, plant, and equipment purchased or rented, bonds, insurance, taxes on labor and material, imports, charges, management fees, legal fees, liabilities not secured by insurance, and all other expenses and obligations incurred or suffered in and about the performance of the Project that are of a nature properly charged as a cost of the performance of the Project under sound accounting practices. Such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the parties or for the time which may be expended in connection with the Project by any of the parties or their officers or employees, except as may be approved by the parties and except as provided for by this Agreement nor shall such costs include any part of a party's capital or interest expense.

If approved by the SOLLITT and SACHI Representatives, either party may be reimbursed upon presentation of supporting records for costs directly associated with the Project as follows:

(a) Wages paid for labor in the direct employ of the party but engaged directly in the performance of the work of the Project under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by such Representatives, and including such welfare or other benefits, if any, as may be payable with respect thereto.

(b) Salaries of personnel of either party when temporarily stationed at the Project office in performance of duties necessary to the work of the Project (personnel engaged at shops or on the road in expediting the procurement or transportation of materials or equipment, shall be considered as stationed at the Project office) and their salaries shall be paid for that portion of their time spent on this work. Representatives will not be considered stationed at the Project office when attending their duties as such.

(c) Cost of contributions, assessments, or taxes for such items as unemployment compensation, social security, and union fringe benefit funds, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Joint Venture and included in the cost of the Project under subparagraphs (a) and (b).

(a) Rental charges of necessary machinery, office or warehouse type facility and equipment, exclusive of hand tools, used at the site of the Project.

(b) Cost of premiums for all types of bonds and insurance which the Joint Venture is required by the Contract or law to purchase and maintain including premiums for Payment and Performance Bonds on Subcontractors. Said insurance shall be with a qualified company acceptable to both parties who will strive to obtain the most economical price for said insurance through an insurance broker or brokers agreed upon by the parties.

17. (a) Each party shall own its proportionate share of all the equipment, machines, tools, materials, supplies and other property which is purchased by the Joint Venture or charged to the account of the Joint Venture. At the completion of the Contract or sooner if such property is no longer required for the performance of the Contract, such property shall be divided between the parties in a manner agreed upon by them. If the parties are unable to agree on the division of some or all of such property, the property as to which the parties are unable to agree upon shall be sold and each party shall be paid its proportionate share of the sale proceeds. All funds and property purchased by the Joint Venture shall be held in the name of the Joint Venture.

(b) It is contemplated that in the performance of the work under the Contract, plant and equipment owned by the parties hereto may be used. Each party agrees to rent to the Joint Venture on terms, if any, established in the Contract or on terms approved by the

Joint Venture Representatives such of its plant and equipment as is available and suitable for the performance of said work and as requested by the Joint Venture Representatives. The proceeds of such plant and equipment rentals shall belong to, and be credited and paid to, the Joint Venturer furnishing such plant and equipment, and the other Joint Venturer shall have no interest in such plant, equipment, and equipment rentals and no responsibility in connection therewith. Each party shall submit a statement to the Joint Venture each month for the rental, if any, of its equipment during the preceding month. Such statement shall be in such detail as the Project Controller requires.

(c) The Joint Venture shall bear the cost relating to the equipment rented from a party including cost of operation, fuel oil and lubricants, preventive maintenance, minor repairs and minor repair parts, tires and tubes worn or damaged by careless equipment operation and by unusually rough job conditions. The party owning the equipment shall bear the cost of major repairs to and major repair parts for the equipment and of repairing or replacing tires and tubes worn or damaged by normal use of the equipment. Each owner shall fully insure the equipment at its cost and the Joint Venture shall not be responsible for the loss of or any damage to the equipment while it is in the custody or control of the Joint Venture.

(d) Accurate and complete records of the various types of equipment purchased or rented for use in the Project shall be maintained on behalf of the Joint Venture.

18. Upon the completion of the Project, after providing for and paying (a) all costs disbursed or incurred in the performance of the Contract; (b) all other costs and charges ordinarily and usually charged as costs in the performance of the Contract; (c) any and all claims not secured by insurance; (d) proper reserves for any claims which shall have either been brought against the parties or which the parties may reasonably anticipate will be brought

against them; and (e) reserves for contingencies, if any, including Contract guarantees that shall be determined by the parties in their discretion to be necessary, and after repaying all sums advanced by the parties for working capital, any profits thereafter remaining, resulting from the performance of the Contract, shall be distributed and divided equal to its proportional share between SOLLITT and SACHI. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed. It is the intent of this Joint Venture Agreement that before termination and the final distribution of funds is made to SOLLITT and SACHI, all costs and charges incurred in the performance of the contract be satisfied.

19. (a) If the performance of the Contract results in a loss, the parties shall be obligated in accordance with Paragraph 8 for any such loss (irrespective of the fact that SOLLITT or SACHI may have advanced more than its respective share of working capital as provided above). Such liability of SOLLITT and SACHI for the bearing of losses shall continue with respect to any claims which at any time, either before or after the completion of the Contract, shall be made against them or either of them by reason of this Joint Venture or any matter or thing done within their authority in connection with the performance of the Contract.

(b) In the event of loss:

1. If any funds remain, and both SOLLITT and SACHI have contributed their required proportions of working capital, then such remaining funds shall be paid to SOLLITT and SACHI in the amounts contributed by each, less their respective shares of the loss.
2. If both SOLLITT and SACHI have not contributed their required proportions of working capital, but sufficient funds are available, then such funds shall be

repaid to SOLLITT and SACHI in the amounts contributed by each, less their respective shares of the loss.

3. If both SOLLITT and SACHI have not contributed their required proportions of working capital, and there are insufficient funds to accomplish the division prescribed in the preceding subdivision, and if there is a deficit in the account of one of the parties by reason of its failure to contribute its required proportion of working capital, then such defaulting party shall make up the deficit in its account. Upon its failure to do so the indemnity provisions of Paragraph 8 of this Agreement shall become operative, so as to insure that the non-defaulting party shall bear no more than its proportionate share of the loss.
4. If both SOLLITT and SACHI have not contributed their required proportions of working capital, and no funds remain or some liabilities are unsatisfied, then the indemnity provisions of Paragraph 8 of this Agreement shall become operative, so as to insure that neither party shall bear more than its proportionate share of the loss.

20. In connection with any matter arising under the Contract, in no event shall either SOLLITT or SACHI be liable to the other, or the Joint Venture, for the acts or omissions of any of its officers, employees or agents, nor shall any duly authorized representative or alternate of the Joint Venture or any member of the Joint Venture management team be liable to SOLLITT, SACHI, or the Joint Venture, except for direct (but no consequential) damages resulting from actual fraudulent or dishonest conduct.

21. In no event shall either SOLLITT or SACHI be liable to the other or the Joint Venture, in contract, tort or otherwise (including negligence, warranty and strict liability) for any special, indirect or consequential damages including, without limitation, loss of revenues or profits, cost of capital, loss of goodwill or similar damages.
22. Upon the bankruptcy or insolvency of either SOLLITT or SACHI or should either party commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition, or arrangement statute, then, from and after such date, such party (hereinafter referred to as the “insolvent party”) and its Representative and Alternate, as hereinbefore referred to (anything in this Agreement to the contrary notwithstanding), shall cease to have any voice in the management of the Project and the Contract. All acts, consents, and decisions with respect to the Project and the Contract shall thereafter be taken solely by the other party, its Representative and Alternate. Notwithstanding the foregoing, the insolvent party shall remain liable for its share of any losses, and shall be entitled to receive its share of any profits, such profits to be paid at the time and in the manner provided in this Agreement.
23. The relationship between the parties shall be limited to the performance of the Contract in accordance with the terms of the Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purpose of carrying out the Contract. Nothing herein shall be construed to create a general partnership between the parties or to authorize either party to act as a general agent for the other party, or permit either party to bid for or to undertake any other contracts for the other party.
24. Neither this Agreement nor any interest of either of the parties herein (including any interest in moneys belonging to or which may accrue to the Joint Venture in

connection with the Contract, or any interest in the joint accounts, or in any property of any kind employed or used in connection with the Contract) may be assigned, pledged, transferred, or hypothecated, without the prior written consent of the parties hereto.

25. All moneys contributed by the parties to this Joint Venture and all moneys received as payments under the Contract or otherwise received shall be treated and regarded as, and are hereby declared to be, trust funds for the performance of the Contract and for no other purpose until the Contract shall have been fully completed and accepted by the Public Building Commission of Chicago, Illinois, and until all obligations of the parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created. Proper fidelity bond coverage shall be maintained on all persons who are directly connected with performance of the Contract, and the cost of such fidelity bond premiums shall be part of the construction cost.

26. Subject to the provisions of Paragraph 25 this Agreement shall insure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.

27. This Joint Venture Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

28. All notices pertaining to this Joint Venture shall be in writing and shall be transmitted either by personal hand delivery or through the facilities of the United States Post Office. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notices of change of address is given.

29. All disputes (other than matters of policy with respect to the performance of the Contract) shall be submitted by the parties to arbitration under the auspices of the American Arbitration Association in accordance with its rules.
30. The business address for this Joint Venture shall be: 790 N. Central Ave., Wood Dale, IL 60191.

In witness whereof the parties have fully executed this Agreement on the day and year first above written.

ATTEST:

THE GEORGE SOLLITT CONSTRUCTION COMPANY



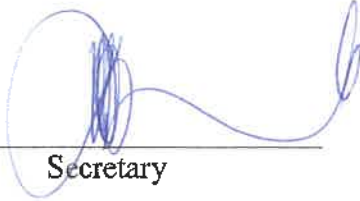
Secretary

By 

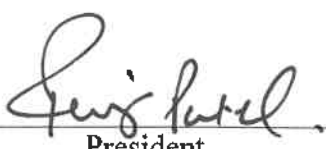
President

ATTEST:

SACHI CONSTRUCTION, INC.



Secretary

By 

President

City of Chicago
Department of Buildings
General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

THE GEORGE SOLLITT CONSTRUCTION CO
790 N CENTRAL AVE
WOOD DALE IL 60191-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04311

CERTIFICATE NUMBER : GC04311-18

FEE: \$ 2000


DATE ISSUED: 03/19/2021

DATE EXPIRES: 04/21/2022

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.


Lori E Lightfoot
Mayor


Matthew Beaudet
Commissioner

**City of Chicago
Department of Buildings
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

SACHI CONSTRUCTION INC
444 LEE STREET
UNIT B
DES PLAINES IL 60016

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC015464

CERTIFICATE NUMBER : GC015464-13

FEE: \$ 2000

DATE ISSUED: 11/16/2020

DATE EXPIRES: 12/15/2021

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Handwritten signature of Lori E. Lightfoot in black ink.

Lori E Lightfoot
Mayor

Handwritten signature of Matthew W. Beaudet in black ink.

Matthew Beaudet
Commissioner



215 Shuman Boulevard
Naperville, IL 60563

(630) 961-7005
(866) 216-5979 (fax)

Travelers Bond – Home Office
One Tower Square
Hartford, CT 06183

May 11, 2021

Re: Surety Bonding Program
The George Sollitt Construction Company

To Whom It May Concern:

It is my pleasure to confirm that The George Sollitt Construction Company is a highly regarded and valued client of the Travelers Casualty and Surety Company of America. As stated in the A.M. Best Rating Guide, Travelers Casualty and Surety Company of America has a rating of A++ XV. We have had the privilege of providing bonds for this fine organization since 1984.


During that time, we have supported the organization on very large contract bonds and work programs. Currently we have a bond program of \$200,000,000 single/\$325,000,000 aggregate. Management has always demonstrated a history of successful operations and an ability to handle very large and complex projects.

Travelers Casualty and Surety Company of America has the utmost confidence in The George Sollitt Construction Company. The George Sollitt Construction Company has absence of claims on bonds for 5+ years and has our highest level of support. Travelers Casualty and Surety Company of America is prepared to execute the required performance and payment bonds on forms provided by, or otherwise acceptable to, Owner, in the event a contract is awarded for the above referenced project.

Naturally, we would expect that the execution of any final bonds would be subject to a review of the final contract terms, conditions, and financing by our client and ourselves.

If we can provide any further assurances or assistance, please do not hesitate to call upon us.

Travelers Casualty and Surety Company of America



Peter S. Forker
Attorney-In-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S. Forker of Rolling Meadows, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

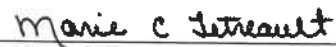
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of May 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sollitt/Sachi Joint Venture
790 North Central Avenue
Wood Dale, IL 60191

OWNER:

(Name, legal status and address)

Public Building Commission of Chicago
50 West Washington Street, Room 200
Chicago, IL 60602

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183
Mailing Address for Notices
Same As Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Belmont Cragin Elementary School -C1599

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of May, 2021.



(Witness) Ashlee Dameron

Sollitt/Sachi Joint Venture

(Principal)

(Seal)

By:


(Title) James Zielinski, Representative

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:


(Title) Peter S. Forker, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S. Forker of Rolling Meadows, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.



State of Connecticut

City of Hartford ss.


By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **May, 2021**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**