CONTRACTOR:

F.H. Paschen, S.N. Nielsen & Associates LLC

**CONTACT NAME:** 

Roland Schneider, Authorized Agent & VP

ADDRESS:

5515 N. East River Road

CITY/STATE/ZIP:

Chicago, Illinois 60656

PHONE NUMBER:

773-444-3474

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773-693-0064

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# TO BE EXECUTED IN DUPLICATE

**BOOK 1:** 

### PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

**CONTRACT NO. C1597** 

LEGLER REGIONAL LIBRARY RENOVATIONS 115 SOUTH PULASKI ROAD CHICAGO, IL 60624 PROJECT #08310

# 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 11/13/2019**

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

# **TABLE OF CONTENTS**

l.	INTRODUCTION	4
II.	PROJECT INFORMATION	4
	A. GENERAL INFORMATION	4
	B. MANDATORY PROJECT SPECIFIC CONTRACTOR STAFFING REQUIREMENTS	6
	C. SCHEDULING SOFTWARE REQUIREMENTS	6
	D. ONLINE COLLABORATION AND DOCUMENTATION MANAGEMENT SYSTEM REQUIREMENTS	6
	E. TIME OF COMPLETION	6
	F. COMMISSION'S CONTRACT CONTINGENCY	6
	G. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED	6
	H. LIQUIDATED DAMAGES	6
	I. PREVAILING WAGE RATES	7
III.	INSTRUCTIONS FOR BIDDERS	7
	A. EXAMINATION OF DOCUMENTS BY BIDDER	7
	B. INTERPRETATIONS OF ADDENDA	
	C. PRE-QUALIFICATION OF BIDDERS	7
	D. EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER	7
	E. PREPARATION OF BID	8
	F. BID DEPOSIT	8
	G. BIDDER'S EXECUTION OF BID.	8
	H. AFFIDAVIT OF NON-COLLUSION	9
	I. MBE AND WBE COMMITMENTS	9
	J. LOCAL BUSINESS SUBCONTRACTING PARTICIPATION AND COMMUNITY HIRING	9
	K. DISCLOSURE OF RETAINED PARTIES	10
	L. SUBMISSION OF BID	10
	M. WITHDRAWAL OF BIDS BEFORE BID OPENING	10
	N. OPENING OF BIDS	10
	O. EVALUATION OF BIDS	10
	P. BASIS OF AWARD	10
	Q. PERFORMANCE AND PAYMENT BOND AND INSURANCE	10
	R. PROTESTS	11
	S. LICENSING.	11
	T. AWARD OF CONTRACT, CANCELLATION, OR REJECTION OF BIDS	11
	U. ALTERNATES-COMMISSION DISCRETION	12
	V. PROJECT LABOR AGREEMENT (PLA)	12
IV.	BID AND EXECUTION DOCUMENTS	13
	A. CONTRACTOR'S BID	13
	B. BID FORM	14

	C. ALTERNATES	. 15
	D. ALLOWANCES - LEGLER REGIONAL LIBRARY RENOVATIONS	. 15
	E. ACCEPTANCE OF THE BID	. 16
V.	BID SUPPORT DOCUMENTS	. 17
	A. BASIS OF AWARD (AWARD CRITERIA FIGURE)	. 17
VI.	ADDITIONAL DOCUMENTS TO BE EXECUTED	. 21
	Affidavit of Non-collusion	21
	SCHEDULE B - Joint Venture Affidavit (1 of 3)	22
	SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)	25
	SCHEDULE E - Request for Waiver from MBE/WBE Participation	29
	Disclosure of Retained Parties	30
	Performance and Payment Bond	32
	Bond Approval	35
DOC	SUMENT SUBMITTAL CHECKLIST	. 36
EXH	IBIT #1 COOK COUNTY PREVAILING WAGE RATES - EFFECTIVE NOVEMBR 1, 2019	. 37
EXH	IBIT #2 INSURANCE REQUIREMENTS	. 45
EXH	IBIT #3 PROJECT COMMUNITY AREA MAP	48
EXH	IRIT #4 ASSIST AGENCIES	49

### 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

 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. C1597**

### LEGLER REGIONAL LIBRARY RENOVATIONS 115 SOUTH PULASKI ROAD CHICAGO, IL 60624 PROJECT #08310

### 2. General Description of Scope of Work:

The project consists of a renovation of the existing Legler Regional Library, a two-story 35,000 sf library, built in 1919. The library will be transformed into a state-of-the-art regional library for the west side community. The transformation will include technology infrastructure and building upgrades. Site-related improvements include accessibility improvements in parking lot, fence repair and painting. The scope of exterior envelope includes removal of stone balustrades at cornice; limestone coping repair; masonry tuckpointing; ornamental ironwork painting; weather-stripping wood windows and doors; and roof replacement. Interior scope of work includes reconfiguration of the existing floor plan; new interior finishes, renovation of bathrooms and associated environmental work. Improved accessibility by adding a lift to access mezzanine level and elevator modernization will also be included in scope of work. MEP scope will include upgraded mechanical systems (chiller and AHU); upgraded technology infrastructure; LED lighting conversion, and upgrade to fire/security systems. This Project includes a Phasing Plan.

- 3. Construction Budget for Base Work Only: \$6,500,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
- 4. User Agency: City of Chicago Department of Fleet and Facilities Management (2FM) and Chicago Public Library
- Project is located in Ward: 28
- 6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
- 7. Requests for Information: Bidders are to submit requests for information, in writing, via email to the attention of Ms. Patricia Montenegro, PBC Contract Officer at: <a href="mailto:patricia.montenegro@cityofchicago.org">patricia.montenegro@cityofchicago.org</a>.
- 8. Contract Documents Availability: Documents are available at: Aloha Document Services, Inc. dba Aloha Print Group, 60 East Van Buren Street, Suite S-1502, Chicago, Illinois 60605. Contact name: Virginia (Ginger) Peak. Telephone number: 312-542-1300.

Aloha Print Group Planroom: https://www.alohaprintgroup.com/plan-room.aspx

- Pre-Bid Meeting Date, Time, and Location: Tuesday, November 19, 2019 at 10:00 a.m. at the Legler Regional Library located at 115 South Pulaski Road, in Chicago, Illinois 60624.
- 10. Technical Review Meeting Date, Time, and Location: Tuesday, November 19, 2019 at 10:30 a.m. at the Legler Regional Library located at 115 South Pulaski Road, in Chicago, Illinois 60624.
- 11. Site Visit Meeting Date, Time, and Location: Tuesday, November 19, 2019 immediately following the Technical Review at the Legler Regional Library located at 115 South Pulaski Road, in Chicago, Illinois 60624.

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

### \*NOTES:

- a. Meetings referenced in Items #9, 10, and 11 above are NOT mandatory.
- b. Subcontractors and Suppliers are encouraged to attend the meetings.
- 12. PBC Class A Prequalified Bidders for the Legler Branch Library Renovations 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

### Class B

Aldridge Electric, Inc.; Brandenburg Industrial Service Company; Broadway Electric, Inc.; Frederick Quinn Corporation; John Burns Construction Company; O.A.K.K Construction Company, Inc.; Poulus, Inc.; R.T. Milord Company, Reliable & Associates Construction Co.; The Lombard Company

- 13. Bid Due Date and Public Bid Opening Date, Time, and Location: Bids Due: Bids are due Thursday, December 5, 2019 at 11:00 a.m. and a Public Bid Opening will be held immediately following receipt of bids in the PBC Board Room on the 2nd floor of the Richard J. Daley Center, 50 West Washington Street, in Chicago, Illinois 60602.
- 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:

20% MBE and 4.6% WBE

18. Source of Funding:

City of Chicago - Chicago Public Library

 Pre-Award Meeting Date, Time, and Location: A Pre-Award is tentatively scheduled for Monday, December 9, 2019 at 10:30 a.m. in the PBC Board Room on the 2nd floor of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602.

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

- a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
- b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D
- c. Provide and be prepared to discuss the Schedule of Values for the project
- d. Provide a list of Pre-Award meeting attendees in advance of the meeting
- 20. Notice of Award is anticipated to be issued following December 2019 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.

### B. Mandatory Project Specific Contractor Staffing Requirements

The Contractor shall assign a Project Manager and/or 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/or Superintendent must be at the Project Site full time from the date of commencement of construction activities through Final Completion and Acceptance of the Work, including the completion of Punch List Work, during Work Activities only.

### 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 July 3, 2020. Schedule Milestones must be completed as follows:

Milestone Descriptions	Milestone Dates
Substantial Completion (Area A and B): NTP through July 3, 2020 - All work associated with the interior and exterior building renovation and site improvements including the Public Right of Way (PROW), in accordance with the Contract Documents.	July 3, 2020
Schedule Milestone #1 (Area C): July 4, 2019 through August 28, 2020 - All work associated with interior renovations, in accordance with the Contract Documents.	August 28, 2020

### F. Commission's Contract Contingency

- 1. The Commission's Contract Contingency for this Project is: \$350,000.00
- 2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be included as an allowance in the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

### G. Copies of Drawings and Specifications 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 and B firms 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 \$1,500.00 per day for each day Milestones and Substantial Completion dates that are not achieved. Failing to complete the work according to the time stipulated above will result in breach of contract and will result in Liquidated Damages being assessed each and every Day after the time stipulated in the Contract for completing the Work.
- 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 <a href="https://www.illinois.gov/idol">https://www.illinois.gov/idol</a> 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 <a href="mailto:patricia.montenegro@cityofchicago.org">patricia.montenegro@cityofchicago.org</a> no later than <a href="mailto:Friday">Friday</a>, <a href="mailto:November 22">November 22</a>, <a href="mailto:2019">2019</a> at <a href="mailto:4:30 p.m.">4:30 p.m.</a>

### 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: <a href="mailto:patricia.montenegro@cityofchicago.org">patricia.montenegro@cityofchicago.org</a>.

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: <a href="http://www.pbcchicago.com">http://www.pbcchicago.com</a>. It shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Bid and Execution Documents-Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

### C. Pre-Qualification of Bidders

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

### D. Evidence of Continuing Qualifications of Bidder

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

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

### E. Preparation of Bid

- 1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
- 2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
- 3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
- 4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
- 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.
- 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
  - Schedule D Affidavit of General Contractor Regarding MBE/WBE Participation
  - i. Schedule E Request for Waiver from MBE/WBE Participation (if applicable)
- 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

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

### G. Bidder's Execution of Bid

- 1. The Bidder must execute the Bid in two (2) original counterparts.
- 2. Bids must be submitted with original signatures in the space provided on the appropriate Part IV.H. "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.
- 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 20% MBE and 4.6% WBE, respectively.

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

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

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

### J. Local Business Subcontracting Participation and Community Hiring

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

### 2. Local Subcontracting Requirement

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

### 4. {INTENTIONALLY OMITTED}

### K. Disclosure of Retained Parties

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

### L. Submission of Bid

- 1. Two (2), single-sided copies of all bid documents with original signatures 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.
- 2. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
- Written modifications of bids will be considered only if received prior to the time stated for receipt of Bids. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED BID" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit, and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

### M. Withdrawal of Bids before Bid Opening

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

### N. Opening of Bids

At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons 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

- Award will be made to the Bidder submitting the Grand Total Award Criteria Figure (Line 7 of Bid Form) whose corresponding Grand Total Base Bid (Line 6 of Bid Form) is within the Available Funds and is otherwise responsive to all requirements of the Contract Documents.
- 2. Firms are required to fill out the entire BID FORM to be considered responsive.
- The Commission reserves the right to award Total Base Work Only or Total Base Work plus Alternate scenario(s) delineated in the Bid Form depending on Available Funds.
  - "Available Funds" is described as the total project budget less the budgeted planning, design, management, and supervision costs.

### 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.

- 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

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

### S. Licensing

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

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

- Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure as noted in Section III.P. Basis of Award above and otherwise responsive to all the requirements of the Contract Documents.
- 2. The Bidder agrees its bid shall remain valid for a period of up to 60 days after receipt of bid and the bid cannot be withdrawn until that time.
- The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.

PBC: Legler Regional Library Renovations\_C1597

Book 1: Instructions to Bidders

- 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.
- 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

The Commission expressly reserves the right to accept or decline any alternates offered by Bidder. The Commission will notify the successful Bidder, in writing, whether any alternate(s) will be awarded.

# 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.

http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf

### IV. BID AND EXECUTION DOCUMENTS

### A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1597, 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 LEGLER REGIONAL LIBRARY RENOVATIONS PROJECT 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

Not Accepted



LE	GLER REGIONAL LIBRARY RENOVATIONS	TOTAL BASE BID	TOTAL BASE BID + ALTERNATE 1
1	Base Work Only	\$ 6,266,000	\$ 6,256,000 6,256,000 PS
2	Alternate #1 - Masonry - Grind & Tuckpoint 100% Exterior Parapet Joints		\$ 51,000
3	Commission's Contract Contingency	\$ 350,000.00	\$ 350,000.00
4	Environmental Allowance	\$ 50,000.00	\$ 50,000.00
5	F,F, & E Allowance	\$ 450,000.00	\$ 450,000.00
6	GRAND TOTAL BASE BID	\$6,256,000	\$7,157,006
7	GRAND TOTAL AWARD CRITERA	\$ 6,7641,912	\$ 6.813,464

# SURETY INFORMATION

Continental Casualty Company 151 N. Franklin Street Chicago, Illinois 60606

### C. ALTERNATES

BY	PTED THE ISSION	ALTERNATE DESCRIPTION	PROPOSED ALTERNATE PRICE
Yes X	No	#1: Masonry - Grind & Tuckpoint 100% Exterior Parapet Joints	\$ 51,000

# D. ALLOWANCES - LEGLER REGIONAL LIBRARY RENOVATIONS

This Project includes an Environmental Allowance in the amount of \$50, 000.00 and Furniture, Fixtures, and Equipment (FF&E) Allowance in the amount of \$450,000.00.

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

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

E.	ACCEPTANCE OF THE BID	
	IN WITNESS WHEREOF, the parties hereto have caused this	instrument to be executed in two (2) original counterparts the ard Date)
(	PUBLIC BUILDING COMMISSION OF CHICAGO  Carina E. Sanchez, Secretary	Mayor Lori E. Lightfoot, Chairman
	CONTRACTING PARTY	
	F.H. Paschen, S.N. Nielsen & Associates LLC Contractor Name	5515 N. East River Road, Chicago, IL 60656 Address
	IF A CORPORATION:	
	Name:	
	Title:	
	Signature:	
	ATTEST BY:	Secretary
	IF A PARTNERSHIP:	Cooleany
	Partner (Signature) Roland Schneider, Authorized Agent & VP	5515 N. East River Road, Chicago, IL 60656 Address
	Partner (Signature)	Address
	Partner (Signature)	Address
	IF A SOLE PROPRIETORSHIP:	Addices
	Signature	Address
	NOTARY PUBLIC	
	County of <u>Cook</u> State of <u>IL</u>	
	Subscribed and sworn to before me on this10th day of(SEAL)  Notary Public Signature	KATHLEEN PATTISON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires
	Commission Expires: August 24, 2022	August 24, 2022
	APPROVED AS TO FORM AND LEGALITY  One of the second of the	12/20/20

### **CERTIFICATE**

I do hereby certify that the following is a true, complete and correct copy of a resolution of the Directors of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC on September 2, 2019.

RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, bids, construction contracts, joint venture agreements, change orders, bid bonds, payment and performance bonds, letters of credit and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for the presentation of a proposal and if awarded a contract for the construction upon which F. H. Paschen, S.N. Nielsen & Associates LLC is engaged or will become engaged as a Contractor or Manager; The Agents are As Follows:

James V. Blair	Agent
James J. Habschmidt	Agent
Joseph V. Scarpelli	Agent
Robert F. Zitek	Agent
Charles Freiheit	Agent
Roland Schneider	Agent
Timothy B. Stone	Agent
Leo J. Wright	Agent

Resolved further, that the following are authorized to sign on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC, any construction proposals, bids, construction contracts, change orders, subcontract agreements, task orders and purchases orders:

Resolved further, James J. Habschmidt, Secretary and each Assistant Secretary of of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC is authorized to certify the foregoing resolution to any third party to further business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.

I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 8th day of October, 2019. Mes Habschmidt

Secretary

State of Illinois County of Cook

Subscribed and sworn to before me this 8th day of October, 2019.

Notary Public

KATHLEEN PATTISON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires August 24, 2022

# 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:

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC. 5515 N. EAST RIVER ROAD CHICAGO IL 60656-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04257

CERTIFICATE NUMBER: GC04257-16

FEE:

\$ 2000

DATE ISSUED:

03/06/2019

DATE EXPIRES:

04/16/2020

# 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 COOL AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Rahm Emanuel

Rahm Emanuel Mayor Judith Frydland

Commissioner

### 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.

Award Criteria F	igure Formula	_ 9.1
Line 1.	TOTAL BASE BID (Refer to Line 6 of BID FORM), in figures	7,106
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)	.70
Line 3.	Multiply Line 2 by Line 1 by 0.04	142,120
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)	.70
Line 5.	Multiply Line 4 by Line 1 by 0.03	149, 226
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)	٥٢٥
Line 7.	Multiply Line 6 by Line 1 by 0.01	-19,742
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	
Line 9.	Multiply Line 8 by Line 1 by 0.04	
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project.	

	(Maximum figure 0.15)	
Line 11.	Multiply Line 10 by Line 1 by 0.03	6
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	
Line 13.	Multiply Line 12 by Line 1 by 0.01	
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	3211,088
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	6,764,912
	Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$	6,764,912

### 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:

Line 1 x 04

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

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

### 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.

### Award Criteria Figure Formula 7, 157, 600 TOTAL BASE BID (Refer to Line 6 of BID FORM), in figures Line 1. Percentage of the Journeyworkers hours that the Contractor Line 2. proposes to be worked by minority Journey workers during ,50 construction of the project. (Maximum figure 0.70) Multiply Line 2 by Line 1 by 0.04 Line 3. Percentage of total Apprentice hours that the Contractor proposes to Line 4. be worked by minority Apprentices during construction of the project. (Maximum figure 0.70) 50,29 Multiply Line 4 by Line 1 by 0.03 Line 5. Percentage of the total Laborer hours that the Contractor proposes Line 6. to be worked by minority Laborers during construction of the project. (Maximum figure 0.70) 50,090 Line 7. Multiply Line 6 by Line 1 by 0.01 Percentage of total Journeyworker hours that the Contractor Line 8. proposes to be worked by female Journeyworkers during the 0 construction of the project. (Maximum figure 0.15) 0 Multiply Line 8 by Line 1 by 0.04 Line 9. Percentage of total Apprentice hours that the Contractor proposes to Line 10. O be worked by female Apprentices during construction of the project.

	(Maximum figure 0.15)	
Line 11.	Multiply Line 10 by Line 1 by 0.03	
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	0
Line 13.	Multiply Line 12 by Line 1 by 0.01	O
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u> </u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	6,813, 4764
	Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$_	6,313,464

### 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.

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"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.

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

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

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

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

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

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.

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

Line 1 x 01

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

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

### 5. Reporting

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

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

### 6. Major Trades

Operating Engineers Asbestos Workers **Painters Boiler Makers** Pile Driver Mechanics Bricklayers Pipe Fitters/Steam Fitters Carpenters Cement Masons **Plasterers** Electricians **Plumbers** Roofers **Elevator Construction** Sheet Metal Workers Glaziers Sprinkler Fitters Machinists

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	
Bricklayers	30%	
Carpenters	35%	
Cement Masons	25%	
Electricians	25%	
Glazers	25%	
Ornamental Iron Workers	15%	
Lathers	25%	
Operating Engineers	25%	
Painters	40%	
Plasterers	40%	
Plumbers	35%	
Roofers	35%	
Sheet Metal Workers	40%	
Sprinkler Fitters	35%	

# VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

# Affidavit of Non-collusion

STA	TE OF ILLINOIS } }SS
COL	JNTY OF COOK }
	Roland Schneider , being first duly sworn, deposes and says that:
(1)	He/She is  Authorized Agent & VP  (Owner, Partner, Officer, Representative or Agent) of
	F.H. Paschen, S.N. Nielsen & Associates LLC
	the Bidder that has submitted the attached Bid;
(2)	That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3)	Such Bid is genuine and is not a collusive or sham bid;
(4)	Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
(5)	The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
(6)	The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bidrigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.
(Sig	gned)
_	oland Schneider, Authorized Agent & VP
(Tit Sub	le) oscribed and swor <u>n</u> to before me this <u>10th</u> day of <u>December</u> 20 <u>19</u>
K	at allen Patiens
No	otary Public KATHLEEN PATTISON OFFICIAL SEAL
(Tit	le)  My Commission Expires  My Commission Expires
iviy	Commission expires: August 24, 2022  August 24, 2022

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.

٩.	ivan	vame of joint venture		
3.	Add	Address of joint venture		
C.	Pho	Phone number of joint venture		
D.	lder	dentify the firms that comprise the joint venture		
	1.	Describe the role(s) of the MBE/WBE firm(s) in the joint must here be shown as under the responsibility of the MB	venture. (Note that a "clearly defined portion of wor E/WBE firm.)	- k" -
	2.	2. Describe very briefly the experience and business qualific	ations of each non-MBE/WBE joint venturer.	
E.	Nat	Nature of joint venture's business		_
F.	Pro	Provide a copy of the joint venture agreement.		-
G.	Ow	Ownership: What percentage of the joint venture is claimed to	be owned by MBE/WBE?%	
Н.	Spe	Specify as to:		
	1.	Profit and loss sharing	%	
	2.	Capital contributions, including equipment	%	
	3.	<ol> <li>Other applicable ownership interests, including ownership control.</li> </ol>	options or other agreements which restrict ownership	Ol

# SCHEDULE B - Joint Venture Affidavit (2 of 3)

		responsible for day-to-day management and policy decision making, including, but reponsibility for:	not limited to, those with
1. 1	Fina	ncial decisions	
2. 1	Man	agement decisions such as:	
;	a.	Estimating	
ļ	b.	Marketing and Sales	
1	C.	Hiring and firing of management personnel	
	d.	Other	
3.	Pur	chasing of major items or supplies	
4.	Sup	pervision of field operations	
5.	Sup	pervision of office personnel	
	will	scribe the financial controls of the joint venture, e.g., will a separate cost center be esto be responsible for keeping the books; how will the expense therefor be reimbursed; turer to commit or obligate the other. Describe the estimated contract cash flow for each	the authority of each joir
7.		te approximate number of operational personnel, their craft and positions, and whether the majority firm or the joint venture.	er they will be employee

### SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

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

# **MWBE PLAN APPROVAL**



Public Building Commission of Chicago • Richard J. Daley Center • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005

Project	Legler Regional Library Renovations			Project No		08310			
Contract Name	General Contract	General Contractor		Contract No		C1597			
Contractor/Consultant	F.H. Paschen, S.	N. Nielsen & Ass	ociates, LLC		Contract A	Amount	\$ 7,15	7,000.00	
For Credit Amount				Si	hedule D	•	Yes	O No	
Description of Services	Legler Regional I	ibrary Renovatio	ns - General Contract	tor					
M/WBE UTILIZATION	IPLAN								
Name Contractor		I I I I I I I I I I I I I I I I I I I		/IBE lowed	WB Allov		Not Allowed	Schedu C	
The Moore G	roup, Inc.	<u> </u>	lectrical		0,000,00				<b>V</b>
Dekayo dba Ortiz Co		Mecha	nical - HVAC	\$ 250	0,000.00				<b>V</b>
Jade Carpentry Co	ontractors, Inc.	С	arpentry			\$ 69,5	70.00		<b>√</b>
Katco Develop	ment, Inc.	Utilitie	es, Plumbing			\$ 166,1	50.00		<b>V</b>
Smart Elevat	ors Corp	Elevators			\$ 101,3	40.00		<b>√</b>	
Totals				\$ 1,4	50,000.00	\$ 337,0	060.00		
Goal % Approved				20	).26%	4.7	1%		
WAIVER									
Waiver Requested	O Yes	● No	Waiver Approved	0	Yes (	) No	•	N/A	
Waiver Approval Justification									
Approved:  Patrice D	res O No Poyle	Digitally signed by Patrice Doyl DN: cn=Patrice Doyle, o=Public email=-patrice.doyle@cftyofchi Date: 2070.02.14 13:54:41 -06'0	Building Commission of Chicago, ou, ago.org, c=US	Date:_	***************************************	02/1	4/2020		
File Code: 08310-10-02	0								
Requires Additional Consid									

Date Printed: 02/14/2020 File Code: 08310-10-02

File Name: ME\_PBC\_PLD\_MWBEApproval\_08310C1597FHPaschenGCREVISEDFINAL\_20200214

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

Name of Project: Le	gler Regional Library Renov	rations - Contract C	1597 - Project #08310	******
STATE OF ILLINOIS COUNTY OF COOK	} }SS }			
In connection with the	above-captioned contract, l	HEREBY DECLA	RE AND AFFIRM that I am	ı the
Authorized Age	nt and COO Charles Freihe	eit		
Title and du	y authorized representative	of		
F.H. Paschen,	S.N. Nielsen & Associates I	LC		
Name of Ge	neral Contractor whose add	lress is		
5515 N. East F	liver Rd.			
in the City ofChica		late of	nois with the attached Schedu	 lles of MBE/WBE participation
in the above-reference	ed Contract, including Sche	dule C and Sched	ule B (if applicable), and t	the following is a statement on e Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in	Dollar Credit Toward MBE/WBE Goals		
	Accordance with Schedule C	MBE	WBE	
Moore Group, Inc.	Electrical	\$ 1,200,000	\$	
Dekayo Corporation	Mechanical	\$ 250,000	\$	
JADE Carpentry Contractors, Inc.	Carpentry	\$	\$ 69,570	
Katco Development, Inc. CATCO Business Censulling, LLC	Plumbing	\$	\$ 166,150	
Smart Elevators, Co.	Elevators	\$	\$ 101,340	
		\$	\$	
		\$	\$	
		\$	\$	
	Total Net MBE/WBE Credit	<b>\$ 1,450,000</b>	\$ 337,060	
	Percent of Total Base Bid	20.26 %	4.71 o	

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

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

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

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

BY:	
F.H. Paschen, S.N. Nielsen & Associates LLC	Rulw Charles
Name of Contractor (Print)	Signature
1/27/2020	Charles Freiheit
Date	Name (Print)
(773) 444-3474	
Phone	
IF APPLICABLE:	
BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE WBE Non-MBE/WBE
Phone/FAX	Mark Control of the C

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

Name of Project:	Legler Regional Library Re	novations - Contract	C1597	
Project Number:	08310			
FROM:				
The Moore Gro	чр	MBE X	WBE	
(Name of MBE or WBE)				
TO:				
F.H. Paschen, S.N. Niels (Name of Bidder)	sen & Associates LLC and Pu	blic Building Commissi	ion of Chicago	
The undersigned intends	to perform work in connection	with the above-referen	nced project as (check one):	
a S	Sole Proprietor	x	a Corporation	
a F	Partnership		a Joint Venture	
04/18/2019	s of the undersigned is In addition, in the c Venture Affidavit, is provided.	confirmed by the ase where the undersi	attached Letter of Certification, digned is a Joint Venture with a non-MBEA	ated NBE
The undersigned is pre connection with the above		g described services	or supply the following described good	ls in
Furnish and	install electrical work per p	lans and specification	ons.	
The above-described se	ervices or goods are offered f	for the following price,	, with terms of payment as stipulated in	the
\$1,	200,000			

# 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		firm's proposed scope of work and/or payment schedule, attach			
SUB-SUBC	ONTRACTING LEVELS* % of the dollar value of the MBE/WBE subc	ontract will be sublet to non-MBE/WBE contractors.			
0	% of the dollar value of the MBE/WBE subc	ontract will be sublet to MBE/WBE contractors.			
must be fill	ed in each blank above. If more than 10%	acting any of the work described in this Schedule, a zero (0) percent of the value of the MBE/WBE subcontractor's scope ion of the work to be sublet must be provided.			
execution of	igned (Contractor) will enter into a formal agr a contract with the Public Building Commissio of Contract award from the Commission.	eement for the above work with the Bidder, conditioned upon its on of Chicago, and will do so within five (5) working days of receipt			
used in the policy, code other discip	performance of this contract, meet the Agend s, state, federal or local laws, rules or regulati	nowledge and belief that it, its principals and any subcontractors by requirements and have not violated any City or Sister Agency ions and have not been subject to any debarment, suspension or Iditionally, if at any time the Contractor becomes aware of such sion.			
BY: Name of ME 12/1 Date 2 (2) Phone	Mode Graff, IX SERVBE FIRM (Print) 1 196-8948	Signeture than it A Moore Name (Print)			
IF APPLICA BY:	BLE:				
Joint Ventur	e Partner (Print)	Signature			
Date		Name (Print)			
Phone		MBE WBE Non-MBE/WBE			



### **DEPARTMENT OF PROCUREMENT SERVICES**

APR 18 2019

### CITY OF CHICAGO

Nathaniel Moore The Moore Group, Inc. d/b/a Shared Logic Design & Integration 9042 South Crandon Chicago, IL 60617

RE: Expansion of MBE NAICS Codes

Dear Mr. Moore:

We are pleased to inform you that The Moore Group, Inc. d/b/a Shared Logic Design & Integration is certified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 11/15/2019; 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. Therefore, 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.

Your firm's five year certification will expire on 11/15/2019. 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 9/15/2019.

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 **MBE** 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):

238210 – Electrical Contractors and Other Wiring Installation Contractors

561621 - Security Systems Services (except locksmiths)

Your firm's participation on City contracts will be credited only toward **MBE** 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/BEPD) Program.

Sincerely,

Shannon E. Andrews Wy Chief Procurement Officer

SEA/em

Map This Address

#### **Business & Contact Information**

BUSINESS NAME

The Moore Group, Inc., DBA Shared Logic Design and Installation

OWNER

Nathaniel A Moore

ADDRESS

9042 South Crandon Chicago, IL 60617-3807

PHONE

312-796-8948 Ext. 1

FAX

312-796-8948

EMAIL.

nate@tmgav.com

### **Certification Information**

CERTIFYING AGENCY

City of Chicago

CERTIFICATION TYPE

MBE - Minority Business Enterprise

CERTIFICATION DATE

4/18/2019

RENEWAL DATE

1/15/2020

EXPIRATION DATE

1/15/2020

CERTIFIED BUSINESS DESCRIPTION

NAICS 238210 Audio equipment installation (except automotive) contractors

NAICS 561621 Security Systems Services (except Locksmiths

### **Commodity Codes**

Code

scription

NAICS 238210

Electrical Contractors and Other Wiring Installation Contractors

NAICS 561621

Security Systems Services (except Locksmiths)

### Additional Information

WARD

7

COMMUNITY AREA

48 Calumet Heights

## SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	Legler Regional Library Renova	tlons - Contract (	21597
Project Number:	08310		
FROM:			
Ortiz Contracting Group		MBEX	WBE
(Name of MBE or WBE)			
TO:			
F.H. Paschen, S.N. Nielse	en & Associates LLC and Public Bu	ilding Commission	of Chicago
(Name of Bidder)		-	
The undersigned intends	to perform work in connection with t	he above-referenc	ed project as (check one):
a S	Sole Proprietor	X	_ a Corporation
a F	Partnership	*****	_ a Joint Venture
8-8-17 firm, a Schedule B, Joint	. In addition, in the case v Venture Affidavit, is provided. pared to provide the following de-	where the undersig	attached Letter of Certification, date ned is a Joint Venture with a non-MBE/WB. or supply the following described goods it
Furnish and Install HVAC	C Equipment and Materials		
<u></u>			
The above-described se Contract Documents.			with terms of payment as stipulated in th
1			

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

For one of the chause		
For any or the above	items that are partial pay items, s	specifically describe the work and subcontract dollar amount:
N/A		
If more space is nee additional sheet(s).	ided to fully describe the MBE/W	/BE firm's proposed scope of work and/or payment schedule, attact
SUB-SUBCONTRAC		subcontract will be sublet to non-MBE/WBE contractors.
		subcontract will be sublet to MBEWBE contractors.
mear no illed ill éti	un dienk above. If more than 1	ntracting any of the work described in this Schedule, a zero (0) 0% percent of the value of the MBE/WBE subcontractor's scope ription of the work to be sublet must be provided.
execution of a contra-	ontractor) will enter into a formal ct with the Public Building Commi at award from the Commission.	agreement for the above work with the Bidder, conditioned upon its salon of Chicago, and will do so within five (5) working days of receipt
policy, codes, state, to other disciplinary act	nce of this contract, meet the Ag lederal of local laws, rules of requ	ts knowledge and belief that it, its principals and any subcontractors pency requirements and have not violated any City or Sister Agency utations and have not been subject to any debarment, suspension or Additionally, if at any time the Contractor becomes aware of such mission.
BY:		20
Ortiz Contracting Gro	<u>up</u>	_ / ts My
Name of MBE/WBE F	irm (Print)	Signature
12-10-19 Date		Peter Ortiz Name (Print)
708-382-1496		Name (Fillit)
Phone		
IF APPLICABLE: BY;		
N/A		
Joint Venture Partner	(Print)	Signature
Date		Name (Print)
at		MBE WBE Non-MBE/WBE
Phone		•



## DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

AUG - 8 2017

Mr. Darrell Ortiz
Dekayo Corporation dba Ortiz Contracting Group
9308 Gulfstream Road
Frankfort, IL 60462

Dear Darrell Ortiz:

Revised

We are pleased to inform you that Dekayo Corporation, dba Ortiz Contracting Group, has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 6/1/2020; 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 6/1/2018, and 6/1/2019. 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 6/1/2020. 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 4/1/2020.

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 MBE 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 - Commercial and Institutional Building Construction

238210 - Temperature Control System Installation

238220 - Plumbing, Heating, and Air-Conditioning Contractors

Your firm's participation on City contracts will be credited only toward **Minority-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 and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Rich-Butler

First Deputy Procurement Officer

RB/cm



12/30/2019 B2Gnow

## **Certified Profile**

CLOSE WINDOW

Print

## **Business & Contact Information**

**Dekayo Corporation, DBA Ortiz Contracting Group, see** 

**Attachment A4** 

OWNER Mr. Darrell Ortiz

ADDRESS 9308 Gulfstream, Frankfort, IL 60423

Map This Address

M/A

Frankfort, IL 60423

PHONE **708-595-8250**FAX **779-456-7980** 

EMAIL <u>dortiz@ortiz-contracting.com</u>

### **Certification Information**

CERTIFYING AGENCY City of Chicago

CERTIFICATION TYPE MBE - Minority Business Enterprise

CERTIFICATION DATE 5/16/2019

RENEWAL DATE **6/1/2020**EXPIRATION DATE **6/1/2020** 

CERTIFIED BUSINESS DESCRIPTION 236220 Commercial and Institutional Building Construction

238210 Control system (e.g., environmental, humidity, temperature) installation

238220 Plumbing, Heating, and Air-Conditioning Contractors

## **Commodity Codes**

	Description
NAICS 236220	Commercial and Institutional Building Construction
NAICS 238210	Temperature control system installation
NAICS 238220	Plumbing, Heating, and Air-Conditioning Contractors

## **Additional Information**

2/30/2019	B2Gnow	
		en nederro en en en alternegla religio de el lipse de la linicipa de la limita de la linicipa de la linicipa d

https://chicago.mwdbe.com 2/2

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

Name of Project:	Legler Regional Library Ren	ovations - Contra	ct C1597	
Project Number:	08310			
FROM:				
JADE Carpente (Name of MBE or WB	y Contractors, Inc.	MBE	WBE X	
TO:				
F.H. Paschen, S.N. Ni (Name of Bidder)	elsen & Associates LLC and Pub	lic Building Commi	ssion of Chicago	
The undersigned inter	ds to perform work in connection w	ith the above-refer	enced project as (check one):	
	a Sole Proprietor	X	a Corporation	
		<u> </u>	a Joint Venture	
firm, a Schedule B, Jo	, In addition, in the car int Venture Affidavit, is provided. prepared to provide the following	se where the unde	e attached Letter of Certificative signed is a Joint Venture with a non second second to the second	-MBE/WBE
carpentry				
The above-described Contract Documents. \$ 69,570.00	services or goods are offered for	r the following prid	ce, with terms of payment as stipul	ated in the

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

PARTIAL PAY ITEMS For any of the above items that are partial pa	y items, specifically describe the work and subcontract dollar amount:
if more space is needed to fully describe the additional sheet(s).	e MBE/WBE firm's proposed scope of work and/or payment schedule, attack
SUB-SUBCONTRACTING LEVELS*  O % of the dollar value of the ME	EAWBE subcontract will be sublet to non-MBEAWBE contractors.
% of the dollar value of the ME	EWBE subcontract will be sublet to MBEWBE contractors.
"If MBE/WBE subcontractor will not be sumust be filled in each blank above. If mo	ib-subcontracting any of the work described in this Schedule, a zero (0) re than 10% percent of the value of the MBE/WBE subcontractor's scope and description of the work to be sublet must be provided.
The Undersigned (Contractor) will enter into execution of a contract with the Public Building of a notice of Contract award from the Comm	a formal agreement for the above work with the Bidder, conditioned upon its g Commission of Chicago, and will do so within five (5) working days of receip ssion.
used in the performance of this contract, me	best of its knowledge and belief that it, its principals and any subcontractors set the Agency requirements and have not violated any City or Sister Agency as or regulations and have not been subject to any debarment, suspension of agency. Additionally, if at any time the Contractor becomes aware of such the Commission.
BY:	A. LOS BULLO
JADE Carpentry Contractors, Inc.	CALVETTOS (DON NUMBERO)
Name of MBE/WBE Firm (Print) 1/24/2020	Signature Judith DaAngelo
Date	Name (Print)
773-694-1600	
Phone	
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBEWBE
Phone	111 pt 111 111 111 111 111 111 111 111 1



## DEPARTMENT OF PROGUREMENT SERVICES CITY OF CHICAGO

NOV - 2.2017

Judith DeAngelo
JADE Carpentry Contractors, Inc.
145 Bernice Drive
Bensenville, IL 60106

Dear Judith DeAngelo:

We are pleased to inform you that JADE Carpentry Contractors, 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 11/1/2018, 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 certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602



Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **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):

238130

Carpentry Contractors

238350

Millwork Installation

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 and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Rich Butler

First Deputy Procurement Officer

RB/ag



2/14/2020 B2Gnow

CLOSE WINDOW

<u>Print</u>

### **Business & Contact Information**

**Certified Profile** 

BUSINESS NAME JADE Carpentry Contractors, Inc

OWNER Ms. Judith DeAngelo

ADDRESS 145 Bernice Drive Map This Address

Bensenville, IL 60106

PHONE **773-594-1600** 

FAX **773-594-0442** 

EMAIL <u>judydeangelo@jadecarpentry.com</u>

## **Certification Information**

CERTIFYING AGENCY City of Chicago

CERTIFICATION TYPE WBE - Women Business Enterprise

CERTIFICATION DATE 1/22/2020
RENEWAL DATE 11/1/2020
EXPIRATION DATE 11/1/2022

CERTIFIED BUSINESS DESCRIPTION NAICS 238130 Carpentry Contractors

NAICS 238350 Millwork installation

## **Commodity Codes**

	Description
NAICS 238130	Carpentry Contractors
NAICS 238350	Millwork installation

## **Additional Information**

https://chicago.mwdbe.com 1/1

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

Name of Project: <u>Legler F</u>	Regional Library Renov	atlons - Contract C1	597	<b>7</b> /
Project Number: 08310	NAMES AND			
KAHO WILLIAM (Name of MBE or WBE)	nt Inc	MBE	WBE X	
TO:				
F.H. Paschen, S.N. Nielsen & Ass (Name of Bidder)	ociates LLC and Public	Building Commission	of Chicago	
The undersigned intends to perform	n work in connection with	the above-referenced	l project as (check on	e):
a Sole Propri	etor	χ	a Corporation	
a Partnership	•	The second secon		
The MBEMBE status of the HW ( \( \frac{1}{2} \) \( \frac{1} \) \( \frac{1}{2} \) \( \frac{1}{2} \) \( \frac{1}{2} \) \(	In addition, in the case	ofirmed by the at where the undersigne	itached Letter of ed is a Joint Venture v	Certification, dated ville a non-MBEAVBE
The undersigned is prepared to connection with the above-named p	provide the following do	escribed services or	supply the following	described goods in
	2			
interpreplymbing	<i>Y</i>			A Control of the Cont
	The state of the s	The state of the s		
	The state of the s			
The above-described services or Contract Documents.	goods are offered for th	e following price, wil	th terms of payment	as slipulated in the
\$ 166, 150-	- Paym	ont W Pril	Lexpected	Lybn
	Paym	ent vec <b>e</b> fi	red from	DIONI

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

For any	AL PAY ITEMS of the above items that are partial pay items, specifi	cally describe the work and subcontract dollar ar	mount:
<u>n/a</u>			
If more	space is needed to fully describe the MBEWBE for all sheet(s).	irm's proposed scope of work and/or payment :	schedule, attach
SUB-S	UBCONTRACTING LEVELS* % of the dollar value of the MBE/WBE subco	ontract will be sublet to non-MBE/WBE contractor	rs.
0	% of the dollar value of the MBE/WBE subco	ontract will be sublet to MBEAWBE contractors.	
much	E/WBE subcontractor will not be sub-subcontrate filled in each blank above. If more than 10%   k will be sublet, a brief explanation and descripti	cting any of the work described in this Sche percent of the value of the MBE/WBE subcon	ittactor a acobi
execul	ndersigned (Contractor) will enter into a formal agre- ion of a contract with the Public Building Commission vice of Contract award from the Commission.	eement for the above work with the Bidder, con n of Chicago, and will do so within five (5) workin	ditioned upon it ig days of receip
used in policy, other	hally, the Undersigned certifies to the best of its kn it the performance of this contract, meet the Agenc codes, state, federal or local laws, rules or regulati disciplinary action by any government agency. Ad ation, it must immediately disclose it to the Commiss	y requirements and have not violated any ony ons and have not been subject to any debarmet ditionally, if at any time the Contractor become	nt, suspension (
Name	7.322. (1618)	Signature Ray Pay Pay Pay Pay Pay Pay Pay Pay Pay P	`` <b>`</b> `
IF AP BY:	PLICABLE:		
Joint	Venture Partner (Print)	Signature	
Date	ė	Name (Print) MBE WBE Non-MBE/WBE	



## DEPARTMENT OF PROCUREMENT SERVICES

### CITY OF CHICAGO

AUG 06 2018

Karen Barba Katco Development, Inc. 415 William St. Mount Prospect, IL 60056

Dear Karen Barba:

We are pleased to inform you that Katco Development, Inc. has been recertified as a Woman-Owned Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 7/15/2023; 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 7/15/2019, 7/15/2020, 7/15/2021, and 7/15/2022. 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 7/15/2023. 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 5/15/2023.

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;
- 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):

237110

Water and Sewer Line and Related Structures Construction

238220

Plumbing, Heating, and Air-Conditioning Contractors

238910

**Excavation Contractors** 

Your firm's participation on City contracts will be credited only toward **Woman-Owned Business Enterprise** ("WBE") 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/ag

12/30/2019 B2Gnow

**Certified Profile** 

CLOSE WINDOW

Map This Address

Print

### **Business & Contact Information**

BUSINESS NAME Katco Development, Inc.

OWNER Ms. Karen Barba

ADDRESS 415 S. William St.

Mt. Prospect, IL 60056-3335

PHONE **847-222-9662** 

FAX **847-222-9661** 

EMAIL <u>karen@katcodevelopment.com</u>

## **Certification Information**

CERTIFYING AGENCY City of Chicago

CERTIFICATION TYPE WBE - Women Business Enterprise

CERTIFICATION DATE 6/28/2019
RENEWAL DATE 7/15/2020

EXPIRATION DATE 7/15/2023

CERTIFIED BUSINESS DESCRIPTION NAICS 237110 Water and Sewer Line and Construction

NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors

**NAICS 238910 Excavation contractors** 

## **Commodity Codes**

Code	Description
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 238220	Plumbing, Heating, and Air-Conditioning Contractors
NAICS 238910	Excavation contractors

## **Additional Information**

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

Legler Regional Library Renovations - Contract C1597 Name of Project: Project Number: FROM: SMART ELEVATORS MBE WBE V TO: F. H. PASCHEN and Public Building Commission of Chicago (Name of Bidder) The undersigned intends to perform work in connection with the above-referenced project as (check one): a Corporation \_\_\_\_\_ a Sole Proprietor \_\_\_\_\_a Joint Venture \_\_ a Partnership The MBENNBE status of the undersigned is confirmed by the attached Letter of Certification, dated irm, 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. ELEVATOR MODERNIZATION The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. # 101,340

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

PARTIAL I For any of	PAY ITEMS the above items that are partial pay item	ns, specifically describe the work and subcontract dollar amount:
***		
If more spr additional s		E/WBE firm's proposed scope of work and/or payment schedule, attach
SUB-SUB(	CONTRACTING LEVELS* % of the dollar value of the MBE/WI	BE subcontract will be sublet to non-MBE/WBE contractors.
i o	% of the dollar value of the MBE/Wi	BE subcontract will be sublet to MBE/WBE contractors.
must be fi	lied in each blank above. If more that	bcontracting any of the work described in this Schedule, a zero (0) an 10% percent of the value of the MBE/WBE subcontractor's scope escription of the work to be sublet must be provided.
execution of	signed (Contractor) will enter into a fon of a contract with the Public Building Cot of Contract award from the Commission	mal agreement for the above work with the Bidder, conditioned upon its nmission of Chicago, and will do so within five (5) working days of receipt
used in the policy, code other discip	performance of this contract, meet the es, state, federal or local laws, rules or	of its knowledge and belief that it, its principals and any subcontractors a Agency requirements and have not violated any City or Sister Agency regulations and have not been subject to any debarment, suspension or cy. Additionally, if at any time the Contractor becomes aware of such ommission.
BY:	~ ~	20/01/20
Name of M	T EUGVATORS BENNBE Firm (Print) 10-19 544 6800	Signature WAYNE RICE Name (Print)
	10-19	WAYNE RICE
Date 630	544 6800	Name (Print)
Phone		
IF APPLICA BY:	ABLE;	
Joint Ventu	re Partner (Print)	Signature
Date		Name (Print)
Phone	4	MBE WBE Non-MBE/WBE



## DEPARTMENT OF PROCUREMENT SERVICES

## CITY OF CHICAGO

FEB 1 2017

Suzy Tamras-Martin Smart Elevators, Corp., DBA Smart Contractor 661 Executive Drive Willowbrook, IL 60527

**REVISED** 

Dear Suzy Tamras-Martin:

We are pleased to inform you that Smart Elevators, Corp., DBA Smart Contractor has been certified as a Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") by the City of Chicago ("City"). This MBE/WBE certification is valid until 11/15/2020; 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 filling 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 11/15/2017, 11/15/2018, and 11/15/2019. 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 11/15/2020. 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 09/15/2020.

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 **MBE/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):

238290 - Elevator Installation (include new work, additions, alterations, maintenance, and repairs)

238290 - Escalator Installation (include new work, additions, alterations, maintenance, and repairs)

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** and **Women 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 and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

lamie L. Rhee

Chief Procurement Officer

JLR/sl

12/30/2019 B2Gnow

**Certified Profile** 

**CLOSE WINDOW** 

Map This Address

<u>Print</u>

## **Business & Contact Information**

BUSINESS NAME Smart Elevators Co., DBA smart Contractor

OWNER Ms. Suzy Martin

ADDRESS 661 Executive Dr

Willowbrook, IL 60527

PHONE **630-544-6800** 

FAX **630-544-6829** 

EMAIL <u>smartin@smartelevators.com</u>

## **Certification Information**

CERTIFYING AGENCY City of Chicago

CERTIFICATION TYPE WBE - Women Business Enterprise

CERTIFICATION DATE 12/20/2018

RENEWAL DATE 1/15/2020

EXPIRATION DATE 11/15/2020

CERTIFIED BUSINESS DESCRIPTION NAICS 238290 Elevator Installation

NAICS 238290 Escalator Installation

## **Commodity Codes**

Code	Description	,
NAICS 238290 NAICS 238290	Elevator installation Escalator installation	

## **Additional Information**

https://chicago.mwdbe.com

## SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date:	
Public B Richard 50 W. W	E. Sánchez, Executive Director uilding Commission of Chicago J. Daley Center Vashington Street, Room 200 b, IL 60602
Dear M	s. Sanchez:
RE:	Contract No.
	Project Title:
provision certified the Min	ordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WE ins. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractor as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot me ority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the st for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:
Docum	entation attached: yes no
Based	on the information provided above, we request consideration of this waiver request.
Sincere	oly,
Signati	are
Print N	ame
Title	
Name	of Firm

PBC: Legler Regional Library Renovations\_C1597 Book 1: Instructions to Bidders

### **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	herehy	certifies	as	follows:
COILLACIOL	HELEDA	COLUNCO.	ao	IUIIUIVA.

Cor	ntractor fieleby certifies as follows.					
1.	. This Disclosure relates to the following transaction: Contract C1597 / Project #08310					
	a. Description of goods or services to be provided under Contract					
	Legler Regional Library Renovations					
2.	Name of Contractor: F.H. Paschen, S.N. Nielsen & Associates LLC					
3.	EACH AND EVERY lobbyist retained or anticipated to be retained by the Contrac connection with the contract or lease is listed below. Attach additional pages if necessar	tor with respect to or in y.				
	Check here if no such persons have been retained or are anticipated to be retained:					

#### **Retained Parties:**

Name Company of the C	Business Address		Fees (indicate whether paid or estimated)
The Moore Group, Inc.	9042 South Crandon	MBE	\$1,200,000
	Chicago, Illinois 60617	Sub-Contractor	Estimated
Dekayo Corporation	9308 Gulfstream Road	MBE	\$ 250,000
	Frankfort, Illinois 60462	Sub-Contractor	Estimated
Kedmont Waterproofing	5428 N. Kedzie Ave.,	WBE	\$ 310,958
	Chicago, Illinois 60625	Sub-Contractor	Estimated
Katco Development, Inc.	415 William Street	WBE	\$ 166,150
	Mt. Prospect, Illinois 60056	Sub-Contractor	Estimated
Smart Elevators Corp.	661 Executive Drive	WBE	\$ 101,340
	Willowbrook, Illinois 60527	Sub-Contractor	Estimated

PBC: Legler Regional Library Renovations\_C1597 Book 1: Instructions to Bidders

- 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.

Il Ash	December 17, 2019
Signature	Date
Roland Schneider	Authorized Agent & VP
Name (Type or Print)	Title

Subscribed and sworn to before me

his 17th day of December , 20 19

Notary Public

Commission expires: August 24, 2022

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2022

Contract No. C1597

#### PERFORMANCE AND PAYMENT BOND

Contract No.

Bond No. 30087875/285062195/9339202

C1597

KNOW ALL MEN BY THESE PRESENTS, that we, <u>F.H. Paschen, S.N. Nielsen &amp; Associates, LLC</u> a <u>Corporation</u> organized and existing under the laws of the State of <u>Illinois</u> , with offices in the City of <u>Chicago</u> , State of <u>Illinois</u> , as <u>Principal</u> , and Continental Casualty Company, Liberty Mutual Insurance Company and Fidelity and Deposit Company of Maryland
a corporation organized and existing under the laws of the State of <a href="LL/MA/IL">LL/MA/IL</a> , with offices in the State of <a href="LIIInois">IIIInois</a> , as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of <a href="SEVEN MILLION ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS AND NO CENTS">SEVEN MILLION ONE HUNDRED FIFTY-SEVEN THOUSAND DOLLARS AND NO CENTS</a> 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 <u>December 17, 2019</u> , for the fabrication, delivery, performance and installation of: <u>Legler Regional Library Renovations</u> 115 South Pulaski Road
Chicago, Illinois 60624

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

Contract No. C1597

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 SEVEN MILLION ONE HUNDRED FIFTY-SEVEN

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.

Contract No. C1597

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this <u>December 18, 2019</u> the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

BY

(Seal)

Name	BY(Seal) Individual Principal
Business Address	Individual Principal
Business Address	munudari molpai
City State	
CORPORATE SEAL	
ATTEST:	F.H. Paschen, S.N. Nielsen & Associates, LLC. Principal
BY Cathlen Part 1500	BY toland Selman
Kathleen Pattison, Asst. Secretary	Roland Schneider, Authorized Agent & VP
Title	Title Continental Casualty Company, Liberty Mutual Insurance Company
	and Fidelity and Deposit Company of Maryland
	Corporate Surety
BY	BY Alexand C / Ceneral
	Adrienne C. Stevenson
Business Address	_Attorney-in-Fact Title
	CORPORATE SEAL
FOR CLAIMS (Please print): Contact Name: Andrea Warning	
Business Address: CNA Surety; 151 N. Franklin S	treet; Chicago, Illinois 60606
Telephone:630-719-3100	Fax: 630-719-3305
The rate of premium of this Bond is \$Variou Total amount of premium charged is \$39,665.00	per thousand. ** ***

<sup>\*</sup> 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.

<sup>\*\*</sup> Must be filled in by the Corporate Surety.

Contract No. C1597

### **BOND APPROVAL**

Dī		
Carina E. Sánchez, Secretary Public Building Commission of Chicago	-	
	CERTIFICATE AS TO CORPORATE SEAL	

l, <u>Kathleen Pattison</u>		certify 1	that I	am	the	Assist	ant	S	ecretary	of
F.H. Paschen, S.N. Niels	en & Associates	TTC corporatio	n name	ed as Pri	ncipal	in the for	regoing p	erformance	and pay	ment
bond, that Roland So	chneider		who	signed	on	behalf	of the	Principal	was	then
Authorized Agent & VI	?					of said co	rporation;	that I know	this per	son's
signature, and the signature is	genuine; and tha	t the Bon	d was	duly signe	ed, se	aled, and	attested,	for and in b	pehalf of	said
corporation by authority of its g	overning body.			x ×						
Dated this 18 day of Decer	<u>nber</u> , 20 <u>19</u>									
Fatul	lu Patr	n -		_						
CORPORATE SEAL Kathle	en Pattison, Ass	st. Secr	retary							

## STATE OF GEORGIA COUNTY OF FULTON

I,	<b>Maria Concepcion</b>	, a Notary Public	in and for	said County,	, do hereby	certify that	
	Adrienne C. Stevenson	as Attorne	y-in-Fact,	who is perso	nally know	n to me to b	e the
san	ne person whose name is	s subscribed to the	e foregoin	g instrument,	appeared b	efore me this	s day
in 1	person, and acknowledg	ed that they signe	ed, sealed,	and delivere	d said instr	ument for an	ıd on
bel	half of	, ,					

Continental Casualty Company	An Illinois Corporation
Fidelity and Deposit Company of Maryland	An Illinois Corporation
Liberty Mutual Insurance Company	A Massachusetts Corporation

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Atlanta in said County,

this 18<sup>th</sup> day of December A.D. 2019

Maria Coxcepcini Notary Public



#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C. Stevenson	, Individually
-----------------------	----------------

of Atlanta their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

Surety Bond Number: 30087875

F.H. Paschen, S.N. Nielsen & Associates LLC

Principal: Obligee:

Public Building Commission of Chicago

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 3rd day of June, 2015.







Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

S. Eich

#### CERTIFICATE

I. D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said 2019 December insurance companies this 18th day of







Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

D. Bult

Form F6853-4-2012

### **Authorizing By-Laws and Resolutions**

#### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

#### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective"

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

#### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8201331

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

#### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adrienne C. Stevenson all of the city of Atlanta, state of Georgia each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

1912 CORPORATE TO THE LINE WAS AND THE L

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



#### COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of December, 2019







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Renee C. Llewellyn, Assistant Secretary

## ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2019.







ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

Dawn & Brown

By: Dawn E. Brown
Secretary

State of Maryland County of Baltimore

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

on or a second

Constance a. Dunn

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_18th \_\_day of \_\_\_\_ December \_\_\_\_\_, \_\_2019\_\_.







Brian M. Hodges, Vice President

Burn Hodges

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 www.reportsfclaims@zurichna.com 800-626-4577

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

PBC: Legler Regional Library Renovations\_C1597 Book 1: Instructions to Bidders

## EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES - EFFECTIVE NOVEMBR 1, 2019

(Current as of November 13, 2019)

(Remainder of Page Intentionally Left Blank)

PBC: Legler Regional Library Renovations\_C1597 Book 1: Instructions to Bidders

# Cook County Prevailing Wage Rates posted on 11/1/19

						Overtime								
Trade Title	Rg	Type	C Base	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	ALL		43.72	44.72	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD		50.51	55.05	2.0	2.0	2.0	2.0	6.97		1	1.10	
BRICK MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85				
CARPENTER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	.]	ļ
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	14.50			1.25	
CERAMIC TILE FINISHER	All	BLD		40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80		ļ	ļ
COMMUNICATION ELECTRICIAN	All	BLD		44.86	47.66	1.5	1.5	2.0	2.0	10.22	ļ	1		
ELECTRIC PWR EQMT OP	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRIC PWR GRNDMAN	All	ALL		41.65	58.40	1.5	1.5	2.0	2.0	9.64	13.82	0.00	2.65	ļ
ELECTRIC PWR LINEMAN	Αll	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	1	1	)
ELECTRICIAN	All	ALL		49.35	52.35	1.5	1.5	2.0	2.0	15.69	17.02	1.25	1.48	0.4
ELEVATOR CONSTRUCTOR	All	BLD		56.61	63.69	2.0	2.0	2.0	2.0	15.58	17.51	4.53	0.62	<b>.</b>
FENCE ERECTOR	All	ALL	1.	42.88	44.88	1.5	1.5	2.0	2.0	13.64	14.89	0.00	0.65	5
GLAZIER	All	BLD		44.85	46.35	1.5	2.0	2.0	2.0	14.49	22.29	0.00	0.94	<b>.</b>
HEAT/FROST INSULATOR	All	BLD		50.50	53.00	1.5	1.5	5 2.0	2.0	13.42	13.66	0.00	0.72	2
IRON WORKER	All	ALL	1	50.63	52.63	2.0	2.0	2.0	2.0	14.65	23.78	0.00	0.44	<b>k</b>
LABORER	All	ALL		43.72	2 44.47	1.5	5 1.5	5 2.0	2.0	14.99	13.6	1 0.00	0.90	)
LATHER	All	ALL		48.55	50.55	5 1.5	5 1.5	5 2.0	2.0	11.79	21.84	4 0.00	0.73	3
MACHINIST	All	BLD		48.93	51.43	3 1.5	5 1.5	5 2.0	2.0	7.68	8.99	5 1.8	5 1.32	2
MARBLE FINISHER	All	ALL	2	35.15	48.33	3 1.	5 1.5	5 2.0	2.0	10.8	5 17.66	6 0.00	0.5	2
MARBLE MASON	All	BLD		46.03	50.63	3 1.9	5 1.5	5 2.6	0 2.0	10.8	5 18.78	8 0.00	0.6	4
MATERIAL TESTER I	All	ALL		33.72	2	1.	5 1.	5 2.	0 2.0	14.99	13.6	1 0.00	0.9	0
MATERIALS TESTER II	All	ALL.		38.72	2	1.9	5 1.	5 2.	0 2.0	14.99	9 13.6	1 0.0	0.9	0
MILLWRIGHT	All	ALL		48.5	50.5	5 1.	5 1.	5 2.	0 2.	0 11.7	9 21.8	4 0.0	0.7	3
OPERATING ENGINEER	All	BLD		1 51.1	) 55.10	2.	2.0	0 2.	0 2.	0 20.5	16.8	5 2.0		
OPERATING ENGINEER	All	BLD	1	2 49.8	55.10	0 2.	2.0	0 2.	0 2.	0 20.5	0 16.8	5 2.0	0 1.6	5
OPERATING ENGINEER	All	BLD	;	3 47.2	5 55.10	0 2.	0 2.	0 2.	0 2.	0 20.5	0 16.8	5 2.0	0 1.6	5
OPERATING ENGINEER	All	BLD	4	4 45.5	55.1	0 2.	0 2.	0 2.	0 2.	0 20.5	0 16.8	5 2.0	0 1.6	5
OPERATING ENGINEER	All	BLD	1	5 54.8	5 55.1	0 2.	0 2.	0 2.	0 2.	0 20.5	0 16.8	5 2.0	0 1.6	5
OPERATING ENGINEER	All	BLD	1	6 52.1	0 55.1	0 2.	0 2.	0 2.	0 2.	0 20.5	0 16.8	5 2.0	0 1.6	5

OPERATING ENGINEER	All	BLD	7	54.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	Ali	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	6	38.00	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	HWY	1	49.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	2	48.75	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	3	46.70	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	4	45.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	5	44.10	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	6	52.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	7	50.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
ORNAMENTAL IRON WORKER	All	ALL		50.05	52.55	2.0	2.0	2.0	2.0	14.14	21.13	0.00	1.25
PAINTER	All	ALL.		47.30	53.21	1.5	1.5	1.5	2.0	12.01	12.74	0.00	1.87
PAINTER - SIGNS	All	BLD		39.06	43.86	1.5	1.5	2.0	2.0	2.67	3.32	0.00	0.00
PILEDRIVER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73
PIPEFITTER	All	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67
PLASTERER	All	BLD		44.50	47.17	1.5	1.5	2.0	2.0	14.50	17.29	0.00	1.50
PLUMBER	All	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.38	12.74	0.00	0.58
SHEETMETAL WORKER	All	BLD		45.50	49.14	1.5	1.5	2.0	2.0	11.70	25.58	0.00	0.86
SIGN HANGER	All	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.40	3.75	0.00	0.00
SPRINKLER FITTER	All	BLD		50.15	52.65	1.5	1.5	2.0	2.0	13.50	16.60	0.00	0.65
STEEL ERECTOR	All	ALL.		42.07	44.07	2.0	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STONE MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95
TERRAZZO FINISHER	All	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88
TERRAZZO MASON	All	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93
TILE MASON	All	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93
TRAFFIC SAFETY WORKER	All	HWY		37.75	39.35	1.5	1.5	2.0	2.0	9.30	9.87	0.00	0.30
TRUCK DRIVER	Е	ALL	1	36.45	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	
TRUCK DRIVER	E	ALL	2	36.70	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	
TRUCK DRIVER	E	ALL	3	36.90	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	E	ALL	4	37.10	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	w	ALL	1	37.36	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15

TRUCK DRIVER	W	ALL	2	37.51	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	w	ALL	3	37.71	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	w	ALL	4	37.91	37.91	1.5	1.5	2.0	2.0	9.00		0.00	0.15	
TUCKPOINTER	All	BLD		46.50	47.50	1.5	1.5	2.0	2.0	8.34	18.40	0.00	0.93	

#### Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

**Trng** Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

#### **Explanations COOK COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

#### **EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### **CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all

PBC: Legler Regional Library Renovations\_C1597 Book 1: Instructions to Bidders sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCl and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician;

Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin

Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6, Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

**OPERATING ENGINEER - FLOATING** 

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### **LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

# EXHIBIT #2 INSURANCE REQUIREMENTS C1597 – LEGLER REGIONAL LIBRARY RENOVATIONS

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

#### A. INSURANCE TO BE PROVIDED

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

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

#### 2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the City of Chicago, Chicago Public Library, the City of Chicago Department of Fleet and Facility Management, and others as may be required by the Public Building Commission of Chicago, as Additional Insured using the ISO CG2010 0704 and CG2037 0704 (or similar as approved solely by the Commission). Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

#### 3) Automobile Liability (Primary and Umbrella)

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

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

#### 4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or

viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago, Chicago Public Library, the City of Chicago Department of Fleet and Facility Management, and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein. Subcontractors performing environmental work for Contractor must maintain limits of not less than \$2,000,000 per occurrence.

#### 5) Professional Liability

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

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

#### 6) Builders Risk/Installation Floater

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

The Public Building Commission of Chicago, the City of Chicago, Chicago Public Library, the City of Chicago Department of Fleet and Facility Management, will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission, even if the Project has been put to its intended use.

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

#### **B. ADDITIONAL REQUIREMENTS**

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance

evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago, Chicago Public Library, the City of Chicago Department of Fleet and Facility Management, 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 Public Building Commission of Chicago, the City of Chicago, Chicago Public Library, the City of Chicago Department of Fleet and Facility Management, and any other entity as required by the Public Building Commission of Chicago.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the City of Chicago, Chicago Public Library, the City of Chicago Department of Fleet and Facility Management, 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:

- 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
  - Evidence of waivers of subrogation
  - Evidence of primary and non-contributory status
- All required endorsements including the CG2010 and CG2037

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



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2019

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).

this certificate does not comer i	ights to the certificate holder in hed of st		
PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
Attn: chicago.CertRequest@marsh.co	m	INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Zurich American Insurance Company	16535
INSURED		INSURER B : American Zurich Insurance Company	40142
F.H. Paschen S.N. Nielsen & Associates, LLC		INSURER C : American Guarantee and Liability Insurance Com	pany 26247
Attn: Nick Bilski		INSURER D : Indian Harbor Insurance Company	36940
5515 N. East River Road Chicago, IL 60656		INSURER E:	
Onicago, in 00000		INSURER F:	
201/271020	OFFICIOATE MUMPER.	CHI COCACCOEC CA DEVICION MILI	MDED: A

COVERAGES

CERTIFICATE NUMBER:

CHI-009426850-01

REVISION NUMBER: 4

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.

E	KCLUSIONS AND CONDITIONS OF SUCH					<u> </u>	
INSR LTR	TYPE OF INSURANCE	ADDL SU	JBR IVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY		GLO 5833476-07	10/01/2019	10/01/2020	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		1			GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		BAP5833474-07	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	AUTOS CINET						\$
С	UMBRELLA LIAB X OCCUR		SXS 0222911-03	10/01/2019	10/01/2020	EACH OCCURRENCE	\$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE		x x			AGGREGATE	\$ 2,000,000
	DED RETENTION\$	1					\$
В	WORKERS COMPENSATION		WC 5833475-07 (AOS)	10/01/2019	10/01/2020	X PER OTH- STATUTE ER	
В	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE		WC 5833477-07 (WI)	10/01/2019	10/01/2020	E.L. EACH ACCIDENT	\$ 1,000,000
	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional /		CEO7420104-06	10/01/2019	10/01/2020	Each Act	5,000,000
1	Pollution Liability		'SIR: \$250,000'			Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #C1597 Legler Regional Library Renovations.

Public Building Commission of Chicago, the City of Chicago Public Library, The city of Chicago department of fleet and facility management and any others as required by the Public Building Commission of Chicago is/are included as additional insured (except Workers' Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Excess Liability is follow form of primary subject to policy terms, conditions and exclusions. XCU-Explosion, Collapse, Underground is included on the General Liability policy.

CERT	IFIC.	ATE	HOI	_DER

Public Building Commission Richard J. Daley Center, 50 West Washington St. Room 200 Chicago, IL 60602

# APPROVED ILB

12/23/2019

#### 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.

AUTHORIZED REPRESENTATIVE

of Marsh USA Inc.

Manashi Mukherjee

Mariaoni Mukrujee

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AGENCY CUSTOMER ID: CN103180262

LOC #: Chicago



#### **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

	AGENCY MARSH USA INC.		NAMED INSURED F.H. Paschen S.N. Nielsen & Associates, LLC
	POLICY NUMBER		Attn: Nick Bilski 5515 N. East River Road Chicago, IL 60656
İ	CARRIER	NAIC CODE	West of the second of the seco
١			EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella Liability
Insurer: XL Specialy Insurance Company
Policy Number: US00076565L119A
Policy Period: 10/01/2019 - 10/01/2020
Each Occurrence: \$25,000,000
Aggregate: \$25,000,000

Aggregate: \$25,000, SIR: \$10,000

First Layer Excess Liability

Insurer: Endurance American Insurance Company

Policy Number: EXC10004227006
Policy Period: 10/01/2019 - 10/01/2020
Each Occurrence: \$25,000,000
Aggregate: \$25,000,000

POLICY NUMBER: GLO 5833476-07

POLICY EFFECTIVE: 10/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION OTHER THAN AN ENGINEER, ARCHITECT OR SURVEYOR TO WHO OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not sl	nown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GL 5833476-07

EFFECTIVE DATE: 10/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION OTHER THAN AN ENGINEER, ARCHITECT OR SURVEYOR TO WHO OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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AC		RD
	/	

## **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 12/19/2019

ADDITIONAL INTEREST NAMED BE	SURANCE IS ISSUED AS A MATTER OF ELOW. THIS EVIDENCE DOES NOT AF OLICIES BELOW. THIS EVIDENCE OF	INSURANCE DOES NO	OT CONSTITUTE A	CATERD ON ALIEN THE
ISSUING INSURER(S), AUTHORIZE	D REPRESENTATIVE OR PRODUCER	AND THE ADDITIONAL	L INTLICEOT.	
AGENCY  MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com	xt):	COMPANY Zurich American Insurance Cor	npany	
EAV F-MAII		-		
FAX E-MAIL ADDRESS:				
CODE:	SUB CODE:	-		
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER
INSURED		LOANTOMBER		MBR 9327011-07
F.H. Paschen S.N. Nielsen & Associates, LLC Attn: Nick Bilski		EFFECTIVE DATE 10/01/2019	EXPIRATION DATE 10/01/2020	CONTINUED UNTIL TERMINATED IF CHECKED
5515 N. East River Road Chicago, IL 60656		THIS REPLACES PRIOR EVID	SENCE DATED:	
Gilleago, IL 00000		THIS REPLACES PRIOR EVIL	DENCE DATED.	
PROPERTY INFORMATION				
LOCATION/DESCRIPTION RE: Contract #C1597 Legler Regional Library Renoval	tions.			
NOTWITHSTANDING ANY REQUIRE	ED BELOW HAVE BEEN ISSUED TO TH MENT, TERM OR CONDITION OF ANY ( ICE MAY BE ISSUED OR MAY PERTAIN LUSIONS AND CONDITIONS OF SUCH I	THE INSURANCE AFF	ORDED BY THE POI	LICIES DESCRIBED HEREIN IS
COVERAGE INFORMATION	PERILS INSURED BASIC	BROAD SPECI		
33721113211113111131	COVERAGE / PERILS / FORMS		AM	OUNT OF INSURANCE DEDUCTIBLE
Builder's Risk Total Policy Limit				7,157,000
Physical Damage				7,157,000
Delay in Completion				Not Covered
Off-Site Storage				5,000,000
Transit				5,000,000
Flood, Water Damage, Earthquake, Named Storm				INCLUDED
Coverage includes \$1,000,000 in limited damage to	existing coverage when required by written contract.			
Other deductibles may apply per policy terms and o				1
Office dodablisco may apply per person and				
REMARKS (Including Special Con	ditions)			
The Public Building Commission of Chicago, the C	ity of Chicago, Chicago Public Library, the City of Chic is Payee provided as their interest may appear, and Pr re required by written contract. Waiver of subrogation			es) is/are earthquake
CANCELLATION			TION DATE THESE	OF NOTICE WILL BE
SHOULD ANY OF THE ABOVE DE DELIVERED IN ACCORDANCE W	ESCRIBED POLICIES BE CANCELLED ITH THE POLICY PROVISIONS.	BEFORE THE EXPIRA	TION DATE THERE	OF, NOTICE WILL BE
	CHI-009426854-01			IV. 1
NAME AND ADDRESS		X ADDITIONAL INSURED MORTGAGEE	X LENDER'S LOSS Waiver of Subro	PAYABLE X LOSS PAYEE
Public Building Commission Richard J. Daley Center,		LOAN#	<u> </u>	
50 West Washington St. Room 200		AUTHORIZED REPRESENTA	ATIVE	
Chicago, IL 60602		of Marsh USA Inc.		
				ni Shuccherjee DRPORATION. All rights reserved
		@ 100	3-2016 ACORD CC	JECOKA HON. All HUMS reserved

ACORD 27 (2016/03)

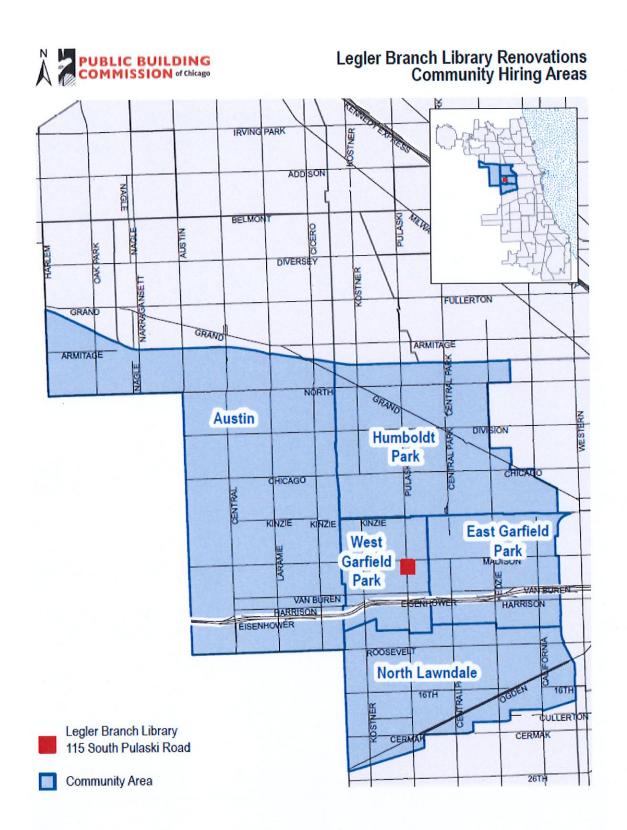
AGENCY CUSTOMER ID: CN103180262

LOC #: Chicago



CORD	ADDITIONAL	_ REMARKS S		
ENCY MARSH USA INC.		NAMED INSU	H Paschen	
LICY NUMBER		S	S.N. Nielsen & Associates, LLC ktn: Nick Bilski	
IOT HORIDEN		5	515 N. East River Road Chicago, IL 60656	
RRIER		NAIC CODE	inicago, IL 60000	
		EFFECTIVE	DATE:	
DITIONAL REMARKS				
IS ADDITIONAL REMARKS FO	RM IS A SCHEDULE TO ACC	RD FORM,		
RM NUMBER: FO	RM TITLE: Evidence of Pro	perty Insurance		
The property policies evidenced above conta information regarding these sublimits or dedu	in various sublimits and are subject to Insu	red's deductibles and specific to va	arious perils covered. If you would like additional	
information regarding these sublimits of deut	uctibles, please contact the insured.			
		120		
			G G	
	<b>K</b> [			

#### **EXHIBIT #3 PROJECT COMMUNITY AREA MAP**



### **EXHIBIT #4 ASSIST AGENCIES**

FUCA	SSIST AG	LINCILO
Assist agencies are chambers of women-owned businesses. For	commerce and not-for-profit agencies that r the most up-to-date contact information, visi	epresent the interests of small, minority- and/or it <u>pbcchicago.com/doing-business/assist-agencies</u> ,
	African American Contractors Associa	CONTRACTOR AND CONTRA
P.O. Box #19670	Omar Shareef	aacanatlassoc@gmail.com
Chicago, IL 60619	(312) 915-5960	aacanati.org
	Black Contractors United *	L
12000 S Marshfield Ave Calumet Park, IL 60827	Carole Williams (708) 389-5730	bcunewera@att.net blackcontractorsunited.com
Columnet and the cooper	CANDO Corporation	
1633 S Michigan Ave	LaVerne Hall	LHall@candocorp.net
Chicago, IL 60615	(312) 488-9338	
	am Business Association: Small Business D	
800 E 78th St	Melinda Kelly (773) 994-5006	melindakelly@cbaworks.org cbaworks.org
Chicago, IL 60619		
105 W Adams St, #2300	Chicago Minority Supplier Developmen Phil Barreda	info@ChicagoMSDC.org
Chicago, IL 60603	(312) 755-8880	chicagomsdc.org
	Chicago Urban League	
4510 S Michigan Ave	Jason Johnson	jjohnson@thechicagourbanleague.org
Chicago, IL 60653	(773) 451-3547	thechicagourbanleague.org
	Chicago Women in Trades *	
2444 W 16th St	Jayne Vellinga	jvellinga@cwit2.org
Chicago, IL 60608	(312) 942-1444	chicagowomenintrades2.org
ATTN: Adam Weiss	ConstructConnect	
111 W Washington, #1700	Cassidy Bailey	cassidy.bailey@constructconnect.com
Chicago, IL 60602	(800) 364.2059 ext. 7204	ConstructConnect.com
Constr	uction Business Development Center at Pr	rairie State College
202 S Halsted St	Paul Murtagh	pmurtagh@prairiestate.edu
Chicago Heights, IL 60411	(708) 709-3692	prairiestate.edu
	Federation of Women Contractors *	
4210 W Irving Park Rd	Beth Doria	fwcchicago@aol.com
Chicago, IL 60641	(312) 360-1122	fwcchicago.com
	Hispanic American Construction Industry Jorge Perez	jperez@haciaworks.org
650 W Lake St, #415 Chicago, IL 60661	(312) 575-0389	haciaworks.org
	Illinois Black Chamber Of Commerce	
411 Hamilton Blvd, #1404	Kenyatta Fisher	larryivory@illinoisblackchamber.org
Peoria, IL 61602	(309) 740-4430	illinoisblackchamber.org
	Latin American Chamber Of Commerce	
3512 W Fullerton Ave	D. Lorenzo Padron	d.lorenzopadron@laccusa.com
Chicago, IL 60647	(773) 252-5211	laccusa.com
	Rainbow/PUSH Coalition	
930 E 50th St	John Mitchell (773) 256-2766	jmitchell@rainbowpush.org rainbowpush.org
Chicago, IL 60615		Tallibowpositions
1750 E 71st St	South Shore Chamber, Inc. Tonya Trice	trice@southshorechamberinc.org
Chicago, IL 60649	(773) 955-9508	southshorechamberinc.org
	Women's Business Development Cente	
8 S Michigan Ave, #400	Frieda Curry	fcurry@wbdc.org
Chicago, IL 60603	(312) 853-3477	wbdc.org
	Women Construction Owners & Exec	
308 Circle Ave	Mary Kay Minaghan	mkm@mkmservices.com
F DI- II CO130	(708) 366-1250	wcoeusa.org
Forest Park, IL 60130		
1250 Grove Ave, #200	U.S. Minority Contractors Association Larry Bullock	larry.bullock@usminoritycontractors.org

5/30/2019 12:38 PM

\* Firm only receives electronic notification of PBC IFB Documents

PBC: Legler Regional Library Renovations\_C1597 Book 1: Instructions to Bidders