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**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

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

**CONTRACT NO. C1603**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Lori E. Lightfoot  
Chairman**

**Carina E. Sánchez  
Executive Director**

**Richard J. Daley Center  
50 West Washington Street  
Room 200  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)**

**ISSUED FOR BID ON: 08/30/2022**

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

Date of Issue: August 30, 2022

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

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# PUBLIC BUILDING COMMISSION OF CHICAGO

## I. INTRODUCTION

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

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

## II. PROJECT INFORMATION

### A. General Information

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

**CONTRACT NO. C1603**

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

2. General Description of Scope of Work:

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

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

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

9. **Pre-Bid Meeting Date, Time, and Location: September 14, 2022 at 10:00a.m.** via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.
10. **Technical Review Meeting Date, Time, and Location: September 14, 2022 at 10:30a.m.** via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.
11. **Site Visit Meeting Date, Time, and Location:**  
 Bidders shall be responsible for inspecting the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the site logistics required in the successful performance of this Contract. Failure of the Bidders to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.  
**\*NOTES REGARDING MEETINGS:**
  - a. Meetings referenced in Items #9, 10, and 11 above are NOT mandatory. However, Bidders are **strongly** encouraged to attend.
  - b. Subcontractors and Suppliers are encouraged to attend the meetings.
  - c. Proper PPE must be worn at all times on the site.
  - d. Bidders shall comply with all COVID-19 protocols in accordance with City of Chicago and CDC guidelines.
12. **Bid Due Date and Public Bid Opening Date, Time, and Location:** Bids Due: Bids are due **THURSDAY, SEPTEMBER 29, 2022 at 11:00a.m.** and a Public Bid Opening will be held immediately following receipt of bids via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.
13. Amount of Bid Deposit: 5% amount of bid
14. Document Deposit: N/A
15. Cost for Additional Documents (per set): At the Contractor's own expense.
16. MBE/WBE Contract Goals: 26% MBE and 6% WBE
17. Source of Funding: City of Chicago – Department of Transportation (CDOT)
18. **Pre-Award Meeting Date, Time, and Location:** A Pre-Award is tentatively scheduled for **Friday, September 30, 2022 at 11:00 a.m.** via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.  
 For the Pre-Award Meeting, the Lowest Responsive and Responsible Bidder shall be required to:
  - a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
  - b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D
  - c. Provide and be prepared to discuss the Schedule of Values for the project
  - d. Provide a list of Pre-Award meeting attendees in advance of the meeting
19. **Notice of Award** is anticipated to be issued following October 2022 PBC Board of Commissioners Meeting. The successful General Contractor will be required to return a compliant Certificate of Insurance and Payment and Performance Bond within seven (7) days of the issuance of the Notice of Award.
20. **All meetings referenced throughout this document will be hosted on ZOOM virtual meeting platform. To join click on the link or call the number below:**

<b>Meeting Link:</b>	<u><b>WPA Street Reconstruction (Medill Avenue)</b></u>
<b>Meeting Phone Number:</b>	312-626-6799
<b>Meeting ID:</b>	833 3797 9226
<b>Meeting Passcode:</b>	None required

## **B. Mandatory Project Specific Contractor Staffing Requirements**

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

**C. Scheduling Software Requirements**

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

**D. Online Collaboration and Documentation Management System Requirements**

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

**E. Time of Completion**

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

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

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

**F. Commission's Contract Contingency**

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

**G. Copies of Drawings and Specifications**

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

**H. Liquidated Damages**

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

## **I. Prevailing Wage Rates**

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

## **III. INSTRUCTIONS FOR BIDDERS**

### **A. Examination of Documents By Bidder**

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

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

### **B. Interpretations of Addenda**

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

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

### **C. Pre-Qualification of Bidders**

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

### **D. Evidence of Continuing Qualifications of Bidder**

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

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

## **E. Preparation of Bid**

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

## **F. Bid Deposit**

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



## **G. Bidder's Execution of Bid**

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

## **H. Affidavit of Non-Collusion**

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

## **I. MBE and WBE Commitments**

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

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

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

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

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

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

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

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

4. {INTENTIONALLY OMITTED}

**K. Disclosure of Retained Parties**

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

**L. Submission of Bid**

1. **If submitting via Mail/Drop-off/Messenger Service:** Two (2), single-sided copies of all bid documents with original signatures (signed in blue ink or Digital Signature), shall be enclosed in one (1) envelope, sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening. **PLEASE NOTE:** The PBC office located at 50 West Washington Street, Suite 200, Chicago, Illinois will only be open for drop off of bids on the designated date of receipt of bids beginning at 9:30a.m. Mail has been sporadic due to COVID-19. **The PBC recommends firms submit their bid electronically.** See #2 below for further instructions.
2. **If submitting via Electronic Submission:** One (1) complete copy of all bid documents, including Bid Deposit in the amount listed in Section II. General Project Information, and with original signatures (signed in blue ink or Digital Signature), shall be submitted electronically, via email to: [bids@pbcchicago.com](mailto:bids@pbcchicago.com) and [james.borkman@cityofchicago.org](mailto:james.borkman@cityofchicago.org).
3. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
4. Written modifications of bids will be considered only if received prior to the time stated for receipt of Bids. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED BID" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit, and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

**M. Withdrawal of Bids before Bid Opening**

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

**N. Opening of Bids**

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

**O. Evaluation of Bids**

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid (total of Schedule of Prices) and/or the total amount and calculations of any other schedule required.
2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. The Commission may require that the Apparent Low Bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the Apparent Low Bidder, or any other bidder, to attend a pre-award meeting to review their bids in detail.

**P. Basis of Award**

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

2. Bidder's pricing for each line item should carry its share of the costs of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines.
3. Bids that the PBC considers to be materially unbalanced will be rejected.

**Q. Performance and Payment Bond and Insurance**

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time the Contractor or its Subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted in the requirements.
3. Upon approval by the Commission to award, and within seven (7) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within seven (7) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

**R. Protests**

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

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

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

**S. Licensing**

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

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

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

**U. Alternates**

{INTENTIONALLY OMMITTED}

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#### IV. BID AND EXECUTION DOCUMENTS

##### A. CONTRACTOR'S BID

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

1,2,3

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

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

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

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

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

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

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

**B. BID FORM - WPA STREET RECONSTRUCTION (MEDILL AVENUE)**

<b>PROJECT NAME:</b>	<b>WPA STREET RECONSTRUCTION (MEDILL AVENUE)</b>
<b>CONTRACT NO:</b>	<b>C1603</b>
<b>PROJECT NO:</b>	<b>22759</b>

**UPDATED BID FORM (9/26/2022)**  
(For Electronic Submission)

LINE	DESCRIPTION	AMOUNT
1	Base Work Only (Total from Schedule of Prices)	\$ 1,321,092.50
2	Commission's Contract Contingency	\$ 100,000.00
3	Site Work Allowance	\$ 50,000.00
<b>4</b>	<b>TOTAL BASE BID (equals Line 1 through 3)</b>	<b>\$ 1,471,092.50</b>
<b>5</b>	<b>TOTAL AWARD CRITERIA FIGURE (based on Line 4)</b>	<b>\$ 1,388,711.32</b>

Accepted by the Commission

**SURETY INFORMATION**

(Provide Legal Name and address of Surety)

Name: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Address: ONE TOWER SQUARE HARTFORD, CT 06183

**BIDDER'S INFORMATION**

Firm Name: SUMIT CONSTRUCTION CO., INC.  
Date: 10/6/2022

**NOTES/INSTRUCTIONS**

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

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

Light Purple	Base Work Only	Base Work Only automatically populates from Schedule of Prices Worksheet (Line 87)
Light Blue	Contingency(ies)	Amount is fixed and will automatically calculate to determine Total Base Bid (Total of 1+2+3)
Light Yellow	Allowance(s)	Amount is fixed and will automatically calculate to determine Total Base Bid (Total of 1+2+3)
Orange	Total Base Bid	Equals Line 1 through 3. Total Base Bid automatically populates.
Green	Total Award Criteria Figure	Based on Line 4 (Total Base Bid figure). Total Award Criteria Figure automatically populates from Award Criteria Figure Worksheet.

**WPA STREET RECONSTRUCTION W. Medill Ave from N. Oak Park Ave. to N. Normandy Ave.**

**CDOT PROJECT NO.: B-2-759 – PBC CONTRACT C1603 - UPDATED 9/26/2023**

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

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

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	*****	SPECIAL EXCAVATION	CU YD	4299	\$ 60.00	\$ 257,940.00
2	20100110	TREE REMOVAL (6 TO 15 IN DIAMETER)	UNIT	63	\$ 50.00	\$ 3,150.00
3	20100210	TREE REMOVAL (OVER 15 IN DIAMETER)	UNIT	16	\$ 50.00	\$ 800.00
4	CDOT2010010	ROOT PRUNING	FOOT	140	\$ 25.00	\$ 3,500.00
5	CDOT2070020	POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	60	\$ 48.00	\$ 2,880.00
6	20800150	TRENCH BACKFILL	CU YD	33	\$ 35.00	\$ 1,155.00
7	21101615	TOPSOIL FURNISH AND PLACE, 4-INCH	CU YD	134	\$ 100.00	\$ 13,400.00
8	25200110	SODDING, SALT TOLERANT	SQ YD	1201	\$ 25.00	\$ 30,025.00
9	*****	TREE INSTALLATION: PARKWAYS, PITS, AND SIDEWALK OPENINGS	EACH	22	\$ 1,200.00	\$ 26,400.00
10	CDOT2510010	SHREDDED HARDWOOD BARK MULCH	SQ YD	123	\$ 15.00	\$ 1,845.00
11	CDOT3110010	SAND CUSHION, VARIABLE DEPTH	SQ YD	200	\$ 20.00	\$ 4,000.00
12	31101100	SUB-BASE GRANULAR MATERIAL, TYPE B, 6-INCH	CU YD	553	\$ 40.00	\$ 22,120.00
13	35300200	PORTLAND CEMENT CONCRETE BASE COURSE, 7-INCH	SQ YD	2520	\$ 90.00	\$ 226,800.00
14	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1765	\$ 1.50	\$ 2,647.50
15	40604060	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 2-INCH	TON	283	\$ 125.00	\$ 35,375.00
16	40600635	LEVELING BINDER (MACHINE METHOD), N50 1-1/2 INCH	TON	212	\$ 125.00	\$ 26,500.00
17	40600525	LEVELING BINDER (HAND METHOD), N50	TON	1	\$ 200.00	\$ 200.00
18	80173	BITUMINOUS COST ADJUSTMENT	L SUM	1	\$ 1,200.00	\$ 1,200.00
19	*****	PORTLAND CEMENT CONCRETE SIDEWALK, 8-INCH	SQ FT	1172	\$ 12.00	\$ 14,064.00
20	CDOT4240010	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SQ FT	3096	\$ 11.00	\$ 34,056.00
21	CDOT4240030	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 5-INCH	SQ FT	872	\$ 13.00	\$ 11,336.00
22	CDOT4240040	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 8-INCH	SQ FT	253	\$ 16.00	\$ 4,048.00

**WPA STREET RECONSTRUCTION W. Medill Ave from N. Oak Park Ave. to N. Normandy Ave.**

**CDOT PROJECT NO.: B-2-759 – PBC CONTRACT C1603 - UPDATED 9/26/2023**

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

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

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
23	CDOT4240055	LINEAR DETECTABLE WARNING TILES (CAST IRON)	SQ FT	168	\$ 45.00	\$ 7,560.00
24	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY AND ALLEY PAVEMENTS, 8-INCH	SQ YD	273	\$ 90.00	\$ 24,570.00
25	60600605	CONCRETE CURB, TYPE B	FOOT	180	\$ 30.00	\$ 5,400.00
26	CDOT6060020	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	1668	\$ 55.00	\$ 91,740.00
27	*****	CRUSHED STONE (TEMPORARY USE)	TON	195	\$ 30.00	\$ 5,850.00
28	*****	DRILL AND GROUT TIE BARS, No.5, EPOXY COATED	EACH	568	\$ 8.00	\$ 4,544.00
29	*****	DRILL AND GROUT DOWEL BARS, No.8, EPOXY COATED	EACH	100	\$ 12.00	\$ 1,200.00
30	CDOT5870010	PROTECTIVE CONCRETE SEALER	SQ YD	160	\$ 30.00	\$ 4,800.00
31	*****	SAW CUTTING PAVEMENT	FOOT	281	\$ 15.00	\$ 4,215.00
32	*****	DRIVEWAY AND ALLEY RETURN PAVEMENT REMOVAL (SPECIAL)	SQ YD	466	\$ 25.00	\$ 11,650.00
33	*****	SIDEWALK REMOVAL (SPECIAL)	SQ FT	3931	\$ 3.00	\$ 11,793.00
34	CDOT4400010	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	286	\$ 25.00	\$ 7,150.00
35	78300100	PAVEMENT MARKING REMOVAL	SQ FT	368	\$ 3.00	\$ 1,104.00
36	CDOT6020020	INLET, TYPE A, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	2	\$ 3,000.00	\$ 6,000.00
37	CDOT6020010	CATCH BASINS, TYPE A, 4-FOOT DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	4	\$ 7,000.00	\$ 28,000.00
38	*****	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	5	\$ 750.00	\$ 3,750.00
39	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 8-INCH	FOOT	58	\$ 120.00	\$ 6,960.00
40	CDOT6050020	REMOVING CATCH BASINS	EACH	7	\$ 500.00	\$ 3,500.00
41	*****	SEWER CLEANING AND TELEVISIONING	FOOT	743	\$ 40.00	\$ 29,720.00
42	*****	VORTEX RESTRICTOR	EACH	4	\$ 300.00	\$ 1,200.00
43	*****	FRAMES	EACH	2	\$ 350.00	\$ 700.00
44	*****	LIDS	EACH	2	\$ 300.00	\$ 600.00



**WPA STREET RECONSTRUCTION W. Medill Ave from N. Oak Park Ave. to N. Normandy Ave.**

**CDOT PROJECT NO.: B-2-759 – PBC CONTRACT C1603 - UPDATED 9/26/2023**

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

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

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
45	*****	ADDITIONAL MASONRY	VERT FT	4	\$ 500.00	\$ 2,000.00
46	78000400	THERMOPLASTIC PAVEMENT MARKING, LINE 6-INCH	FOOT	344	\$ 8.00	\$ 2,752.00
47	78000650	THERMOPLASTIC PAVEMENT MARKING, LINE 24-INCH	FOOT	241	\$ 15.00	\$ 3,615.00
48	X2600010	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - SINGLE-SIDED	SQ FT	74	\$ 40.00	\$ 2,960.00
49	X2600009	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - DOUBLE-SIDED	SQ FT	8	\$ 50.00	\$ 400.00
50	*****	SIGN SUPPORT POST, DIG METHOD	EACH	16	\$ 350.00	\$ 5,600.00
51	*****	SIGN SUPPORT POST, DRILL METHOD	EACH	2	\$ 370.00	\$ 740.00
52	X2600007	REMOVE AND SALVAGE SIGN PANEL	EACH	8	\$ 55.00	\$ 440.00
53	*****	REMOVE AND SALVAGE SIGN PANEL AND POLE ASSEMBLY	EACH	14	\$ 80.00	\$ 1,120.00
54	*****	CURB AND MEDIAN PAINTING	FOOT	32	\$ 60.00	\$ 1,920.00
55	112	ELECTRICAL HANDHOLE, 30-INCH IN DIAMETER WITH A 24-INCH FRAME AND LID	EACH	4	\$ 4,100.00	\$ 16,400.00
56	132	CONDUIT IN TRENCH, 2-INCH POLYVINYL CHLORIDE CONDUIT, SCHEDULE No.80	FOOT	136	\$ 21.00	\$ 2,856.00
57	157	HELIX FOUNDATION, 5 FOOT, 10-INCH BOLT CIRCLE, 4 ANCHOR BOLTS	EACH	9	\$ 1,600.00	\$ 14,400.00
58	193A	CONDUIT, POLYETHYLENE No.80, DIRECTIONAL BORING, 1.25-INCH	FOOT	708	\$ 22.00	\$ 15,576.00
59	195A	CONDUIT, POLYETHYLENE No.80, DIRECTIONAL BORING, 2-INCH	FOOT	262	\$ 31.00	\$ 8,122.00
60	196	CONDUIT, POLYETHYLENE No.80, DIRECTIONAL BORING, 3-INCH	FOOT	294	\$ 41.00	\$ 12,054.00
61	213	POLE, ANCHOR BASE, RELOCATE COMPLETE	EACH	3	\$ 1,700.00	\$ 5,100.00
62	214	POLE, ARM, LUMINAIRE, EXISTING RESIDENTIAL, PAINT COMPLETE	EACH	1	\$ 1,400.00	\$ 1,400.00
63	234A	SERVICE ENTRANCE ON POLE TOP, 2-INCH	EACH	1	\$ 600.00	\$ 600.00
64	235	CONDUIT RISER UP POLE, 2-INCH	EACH	1	\$ 2,100.00	\$ 2,100.00
65	270	WIRE, TEMPORARY AERIAL, 2-1/C No.8 ALUMINUM	FOOT	220	\$ 6.00	\$ 1,320.00
66	249	TRIPLEX CABLE IN CONDUIT, 2 1/C No.6 & 1 1/C No.8	FOOT	1967	\$ 12.00	\$ 23,604.00

**WPA STREET RECONSTRUCTION W. Medill Ave from N. Oak Park Ave. to N. Normandy Ave.**

**CDOT PROJECT NO.: B-2-759 – PBC CONTRACT C1603 - UPDATED 9/26/2023**

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

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

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
67	265	CONTROLLER, RESIDENTIAL STREET LIGHT 240 VOLT	EACH	2	\$ 4,500.00	\$ 9,000.00
68	510	REMOVE POLE, STEEL, AB, 7 GA., 27'6"	EACH	2	\$ 600.00	\$ 1,200.00
69	526	REMOVE LUMINAIRE, 400W/310W,150W	EACH	3	\$ 200.00	\$ 600.00
70	529	REMOVE MAST ARM, STEEL, 8-FOOT	EACH	3	\$ 200.00	\$ 600.00
71	539	REMOVE POLE MOUNTED STREET LIGHT CONTROLLER	EACH	2	\$ 800.00	\$ 1,600.00
72	502	REMOVE BRANCH WIRES, 2 No.6	FOOT	1233	\$ 2.00	\$ 2,466.00
73	601	BREAKDOWN STREET LIGHT FOUNDATION	EACH	5	\$ 600.00	\$ 3,000.00
74	705	POLE, ALUMINUM, RESIDENTIAL, DAVIT, 10-INCH BOLT CIRCLE	EACH	6	\$ 3,000.00	\$ 18,000.00
75	705A	ARM, DAVIT, ALUMINUM, 4.5-INCH SKY/RES, 8-FOOT	EACH	6	\$ 1,100.00	\$ 6,600.00
76	1628	LUMINAIRE, LED, FOR RESIDENTIAL STREETS-STAGGERED	EACH	6	\$ 950.00	\$ 5,700.00
77	2993	MID-MOUNT RESIDENTIAL LED ACORN LUMINAIRE AND ARM, SILVER	EACH	6	\$ 1,650.00	\$ 9,900.00
78	*****	CONSTRUCTION SIGN	EACH	2	\$ 500.00	\$ 1,000.00
79	*****	TRAFFIC CONTROL COMPLETE	L SUM	1	\$ 50,000.00	\$ 50,000.00
80	CDOT6700010	ENGINEER'S FIELD OFFICE, TYPE A	CAL MONTH	3	\$ 3,500.00	\$ 10,500.00
81	66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1	\$ 5,000.00	\$ 5,000.00
82	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1	\$ 2,500.00	\$ 2,500.00
83	66901006	REGULATED SUBSTANCES MONITORING	CAL DA	20	\$ 900.00	\$ 18,000.00
84	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	1000	\$ 60.00	\$ 60,000.00
85	*****	SPECIAL WASTE HAULING AND DISPOSAL	TON	6	\$ 150.00	\$ 900.00
86	66900530	SOIL DISPOSAL ANALYSIS	EACH	2	\$ 2,000.00	\$ 4,000.00
87	TOTAL COST OF ALL ITEMS (1-86) (Will automatically populate on Line 1 of BID FORM)					\$ 1,321,092.50

**C. SITE WORK ALLOWANCE SCHEDULE**

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

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

**NOTES:**

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

**D. ADDITIONAL ALLOWANCE SCHEDULES**

This Project includes the following allowances:

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

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

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

**E. ALTERNATES**

{INTENTIONALLY OMMITTED}

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PUBLIC BUILDING COMMISSION OF CHICAGO

F. ACCEPTANCE OF THE BID

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the 6<sup>th</sup> day of October, in the year 2022. (Board Date)

PUBLIC BUILDING COMMISSION OF CHICAGO

Carina E. Sanchez  
Carina E. Sanchez, Secretary

Lori E. Lightfoot  
Mayor Lori E. Lightfoot, Chairman

CONTRACTING PARTY

Sumit Construction Co., Inc.  
Contractor Name

4150 W. Wrightwood Ave. Chicago, IL 60639  
Address

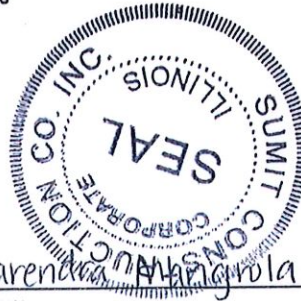
IF A CORPORATION:

Name: Pratap Gohil

Title: President

Signature: [Signature]

ATTEST BY: [Signature]



Harendera Mangrola  
Secretary

IF A PARTNERSHIP:

Partner (Signature)

Address

Partner (Signature)

Address

Partner (Signature)

Address

IF A SOLE PROPRIETORSHIP:

Signature

Address

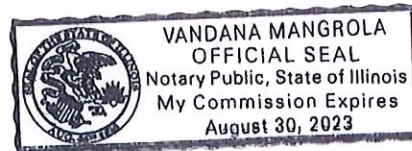
NOTARY PUBLIC

County of COOK State of IL

Subscribed and sworn to before me on this 6<sup>th</sup> day of October, 2022.

[Signature] (SEAL)  
Notary Public Signature

Commission Expires: \_\_\_\_\_



APPROVED AS TO FORM AND LEGALITY

Anne L. Freda Date: January 13, 2023  
Neal & Leroy, LLC

**PROJECT NAME:** WPA Street Reconstruction (Medill Avenue)  
**CONTRACT NO:** C1603  
**PROJECT NO:** 22759

**AWARD CRITERIA FIGURE FORMULA (Updated 9/26/2022)**  
 (For Electronic Submission Copy)

	<b>FORMULA</b>
<b>Line 1. (Based on Total Base Bid)</b>	<b>\$1,471,092.50</b>
Line 2. Minority Journeyman (Maximum figure 0.70)	0.70
Line 3. Multiply Line 2 by Line 1 by 0.04	\$41,190.59
	\$1,471,092.50
Line 4. Minority Apprentice (Maximum figure 0.70)	0.70
Line 5. Multiply Line 4 by Line 1 by 0.03	\$30,892.94
	\$1,471,092.50
Line 6. Minority Laborer (Maximum figure 0.70)	0.70
Line 7. Multiply Line 6 by Line 1 by 0.01	\$10,297.65
	\$1,471,092.50
Line 8. Female Journeyman (Maximum figure 0.15)	
Line 9. Multiply Line 8 by Line 1 by 0.04	\$0.00
	\$1,471,092.50
Line 10. Female Apprentice (Maximum figure 0.15)	
Line 11. Multiply Line 10 by Line 1 by 0.03	\$0.00
	\$1,471,092.50
Line 12. Female Laborer (Maximum figure 0.15)	
Line 13. Multiply Line 12 by Line 1 by 0.01	\$0.00
	\$1,471,092.50
Line 14. Total of Lines 3, 5, 7, 9, 11, and 13	\$82,381.18
Line 15. Total Award Criteria	\$1,388,711.32

**TOTAL AWARD CRITERIA (Line 15)** **\$1,388,711.32**

Accepted by the Commission

**BIDDER'S INFORMATION**

Firm Name: SUMIT CONSTRUCTION CO., INC.  
 Date: 10/6/2022

**NOTES/INSTRUCTIONS**

1. Prior to submitting your bid electronically, please do the following:
  - a. **Ensure** Lines 2, 4, 6, 8, 10, and 12 in the Formula column and the Bidder's Information section have been populated.
  - b. **Save** the file.
  - c. **Convert** the file to PDF.
  - d. **Include** copy of the Award Criteria Figure worksheet **within** the scanned copy of the bid.
  - e. **Attach** the PDF version, **along with** the scanned copy of the bid.
  - f. **Send email** to: bids@pbchicago.com and patricia.montenegro@cityofchicago.org.
2. Line 1. (Based on Total Base Bid) automatically populates from Bid Form.
3. Bidder is to populate Lines 2, 4, 6, 8, 10, and 12 (fields shaded Light Green).
4. Lines 2, 4, 6, 8, 10, and 12 are to be entered in decimals. (ie 5% participation = 0.05, 15% participation = 0.15, 50% participation = .50)
5. **TOTAL AWARD CRITERIA** automatically populates.

PUBLIC BUILDING COMMISSION OF CHICAGO

V. BID SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria Figure)

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

1. Instructions

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

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

2. Award Criteria Figure Formula

SEE AWARD CRITERIA FIGURE FORMULA ABOVE

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**SEE AWARD CRITERIA FIGURE FORMULA ABOVE**

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

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

**3. Community Hiring Bonuses**

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

- a. In calculating the hours worked by minority and women Journeyworkers, apprentices, and laborers under the Award Criteria Figure set out in Part V.A. "Basis of Award (Award Criteria Figure)," all hours worked by minority and women Journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b. In calculating the hours worked by minority and women apprentices under the Award Criteria Figure set out in Part V "Bid Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

**Definitions**

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

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

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

**4. Liquidated Damages**

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

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

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

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

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



## PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

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

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

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

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

### 5. Reporting

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

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



PUBLIC BUILDING COMMISSION OF CHICAGO

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

PRATAP GOHIL, being first duly sworn, deposes and says that:

- (1) He/She is PRESIDENT (Owner, Partner, Officer, Representative or Agent) of SUMIT CONSTRUCTION CO., INC. the Bidder that has submitted the attached Bid;
(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham bid;
(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
(6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

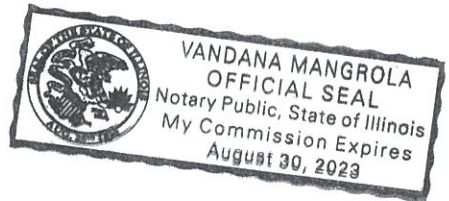
[Signature]
(Signed)

PRESIDENT
(Title)

Subscribed and sworn to before me this 6TH day of OCTOBER 20 22

[Signature]

NOTARY PUBLIC
(Title)
My Commission expires:



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

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

A. Name of joint venture \_\_\_\_\_

B. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_

C. Phone number of joint venture \_\_\_\_\_

D. Identify the firms that comprise the joint venture

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Nature of joint venture's business

\_\_\_\_\_  
\_\_\_\_\_

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing \_\_\_\_\_%

2. Capital contributions, including equipment \_\_\_\_\_%

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

\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

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

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

1. Financial decisions

---

2. Management decisions such as:

a. Estimating

---

b. Marketing and Sales

---

c. Hiring and firing of management personnel

---

d. Other

---

3. Purchasing of major items or supplies

---

4. Supervision of field operations

---

5. Supervision of office personnel

---

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

---

---

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

---

---

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

---

---

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

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

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

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

Name of Project: WORKS PROGRESS ADMINISTRATON ("WPA") STREET RECONSTRUCTION (MEDILL AVENUE)

STATE OF ILLINOIS     }  
  } SS  
COUNTY OF COOK       }

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

PRESIDENT  
Title and duly authorized representative of

SUMIT CONSTRUCTION CO., INC.  
Name of General Contractor whose address is

4150 W WRIGHTWOOD AVE. CHICAGO, IL 60639

in the City of CHICAGO, State of ILLINOIS

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
SUMIT CONSTRUCTION CO., INC.	Concrete Work	\$ 844,976.00	\$
City Lights, Ltd	Electrical Work	\$	\$ 146,407.50
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		<b>\$ 844,976.00</b>	<b>\$ 146,407.50</b>
<b>Percent of Total Base Bid</b>		<b>57.44 %</b>	<b>9.95 %</b>

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

BY:

SUMIT CONSTRUCTION CO., INC.

Name of Contractor (Print)

10/06/2022

Date

773-276-4600

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone/FAX



Signature

PRATAP GOHIL

Name (Print)

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: WORKS PROGRESS ADMINISTRATON ("WPA") STREET RECONSTRUCTION (MEDILL AVENUE)

Project Number: 22759

FROM:

SUMIT CONSTRUCTION CO., INC. MBE X WBE
(Name of MBE or WBE)

TO:

SUMIT CONSTRUCTION CO., INC. and Public Building Commission of Chicago
(Name of Bidder)

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

a Sole Proprietor X a Corporation
a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/08/2020. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Sidewalk, curb & gutter, pavement remove & replacement, Sewer work

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

Line Items Per attached = \$844.976.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

Three horizontal lines for describing partial pay items.

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

SUB-SUBCONTRACTING LEVELS\*

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

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

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

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

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

BY:

SUMIT CONSTRUCTION CO., INC.
Name of MBE/WBE Firm (Print)
10/06/2022
Date
773-276-4600
Phone

Signature
PRATAP GOHIL
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

DEC 08 2020

Pratap Gohil  
Sumit Construction Co., Inc.  
4150 W. Wrightwood Ave.  
Chicago, IL 60639

Dear Mr. Gohil:

We are pleased to inform you that **Sumit Construction Co., Inc.** is recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/15/2025**; 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. 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 **11/15/2021, 11/15/2022, 11/15/2023 and 11/15/2024**. 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 **11/15/2025**. 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 **9/15/2025**.

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 an **MBE** if you fail to:

*OKW*

- 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](http://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 – Sanitary Sewer Construction**

**237110 – Sewer Construction**

**237110 – Sewer Main, Pipe and Connection, Construction**

**237110 – Storm Sewer Construction**

**237310 – Asphalt Paving (i.e., highway, road, street, public sidewalk)**

**237310 – Bridge Construction**

**237310 – Concrete Paving (i.e., highway, road, street, public sidewalk)**

**237310 – Culverts, Highway, Road and Street, Construction**

**237310 – Curbs and Street Gutters, Highway, Road and Street, Construction**

**237310 – Highway Construction**

**237310 – Parkway Construction**

**237310 – Pavement, Highway, Road, Street, Bridge or Airport Runway, Construction**

**237310 – Repair, Highway, Road, Street, Bridge or Airport Runway**

**237310 – Road Construction**

**237310 – Sidewalk, Public, Construction**

**237310 – Street Construction**

**237990 – Retaining Walls, Anchored (e.g., with piles, soil nails, tieback anchors), Construction**

**237990 – Riprap Installation**

**561730 – Hydroseeding Services (e.g., decorative, erosion control purposes)**

**561730 – Landscaping Services (except planning)**

**561730 – Ornamental Tree and Shrub Services**

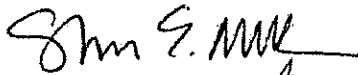
**561730 – Sod Laying Services**

**561730 – Tree Services (e.g., bracing, planting, pruning, removal, spraying, surgery, trimming)**

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/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews  
Chief Procurement Officer

SEA/bbo

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

BUSINESS NAME	<b>Sumit Construction Co., Inc., DBA NONE</b>
OWNER	<b>Pratap Gohil</b>
ADDRESS	<b>4150 W. Wrightwood Ave. Chicago, IL 60639 <a href="#">[map]</a></b>
PHONE	<b>773-276-4600</b>
FAX	<b>773-276-4644</b>
EMAIL	<b><a href="mailto:sumitconstruction@gmail.com">sumitconstruction@gmail.com</a></b>
ETHNICITY	<b>Asian American</b>

**Certification Information**

CERTIFYING AGENCY	<b>City of Chicago</b>
CERTIFICATION TYPE	<b>MBE - Minority Business Enterprise</b>
CERTIFICATION DATE	<b>12/8/2020</b>
RENEWAL DATE	<b>11/15/2022</b>
EXPIRATION DATE	<b>11/15/2025</b>
CERTIFIED BUSINESS DESCRIPTION	<p><b>Certified MBE for NAICS Code(s):</b></p> <p><b>237110 Sanitary sewer construction</b></p> <p><b>237110 Sewer construction</b></p> <p><b>237110 Sewer main, pipe and connection, construction</b></p> <p><b>237110 Storm sewer construction</b></p> <p><b>237310 Asphalt paving (i.e., highway, road, street, public sidewalk)</b></p> <p><b>237310 Bridge approach construction; Bridge construction; Bridge decking; Concrete paving (i.e., highway, road, street, public sidewalk)</b></p> <p><b>237310 Culverts, Curbs and street gutters, highway, road and street</b></p> <p><b>237310 Highway construction</b></p> <p><b>237310 Parkway construction</b></p> <p><b>237310 Pavement, highway, road, street, bridge or airport runway, construction</b></p> <p><b>237310 Repair, highway, road, street, bridge or airport runway</b></p> <p><b>237310 Road, Street, Sidewalk, public, construction</b></p> <p><b>237990 Retaining walls, anchored (e.g., with piles, soil nails, tieback anchors), construction</b></p> <p><b>237990 Riprap installation</b></p> <p><b>561730 Hydroseeding services (e.g., decorative, erosion control purposes)</b></p> <p><b>561730 Landscaping Services</b></p> <p><b>561730 Ornamental tree and shrub services</b></p> <p><b>561730 Sod laying services</b></p>

**Established Business Enterprise for NAICS Code(s) 238110, 238120, 238190, and**

**Certified Profile**CLOSE WINDOW 

eligible for MBE credit in the aforementioned NAICS Code(s) as of 6/19/2016.

**Commodity Codes**

Code	Description
NAICS 237110	Sanitary sewer construction
NAICS 237110	Sewer construction
NAICS 237110	Sewer main, pipe and connection, construction
NAICS 237110	Storm sewer construction
NAICS 237310	Asphalt paving (i.e., highway, road, street, public sidewalk)
NAICS 237310	Bridge approach construction
NAICS 237310	Bridge construction
NAICS 237310	Bridge decking construction
NAICS 237310	Concrete paving (i.e., highway, road, street, public sidewalk)
NAICS 237310	Culverts, highway, road and street, construction
NAICS 237310	Curbs and street gutters, highway, road and street, construction
NAICS 237310	Highway construction
NAICS 237310	Parkway construction
NAICS 237310	Pavement, highway, road, street, bridge or airport runway, construction
NAICS 237310	Repair, highway, road, street, bridge or airport runway
NAICS 237310	Road construction
NAICS 237310	Sidewalk, public, construction
NAICS 237310	Street construction
NAICS 237990	Retaining walls, anchored (e.g., with piles, soil nails, tieback anchors), construction
NAICS 237990	Riprap installation
NAICS 561730	Hydroseeding services (e.g., decorative, erosion control purposes)
NAICS 561730	Landscaping Services
NAICS 561730	Ornamental tree and shrub services
NAICS 561730	Sod laying services

**Additional Information**

WARD

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## Certified Profile

CLOSE WINDOW 

QUALIFIED INVESTMENT AREA **NO**





PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

SUB-SUBCONTRACTING LEVELS\*

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

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


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

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

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

BY:

City Lights, Ltd.  
Name of MBE/WBE Firm (Print)  
October 5, 2022  
Date  
773-626-9162  
Phone

X   
\_\_\_\_\_  
Signature  
Jacqueline Hoffman  
Name (Print)

IF APPLICABLE:  
BY:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAY 20 2022

Jacqueline Hoffman  
City Lights, Ltd.  
9993 Virginia Avenue  
Chicago Ridge, Illinois 60415

Re: Change in Ownership

Dear Ms. Hoffman:

We are pleased to inform you that we have updated your certification to reflect your firm's change in ownership. **City Lights, Ltd.**, continues to be certified as a **Minority-Owned Business Enterprise ("MBE")**, and as a **Women-Owned Business Enterprise ("WBE")**, by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. 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. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of November 1<sup>st</sup>**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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](http://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):**

**237130 - Power and Communication Line and Related Structures Construction:  
Electric Light and Power Plant (except hydroelectric); Construction Management; Cable laying (e.g. cable television, electricity, marine, telephone) including underground; Utility Line Construction; Fiber Optic cable transmission line construction; pole line construction**

**237310 - Highway, Street and Bridge Construction**

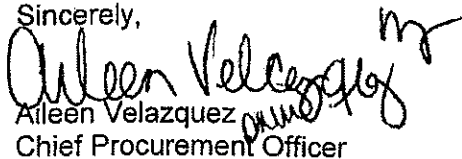
**238110 - Poured Concrete Foundation and Structure Contractors:  
Concrete Finishing; Pouring; Repair; Concrete Pumping (i.e. placement); Footing and Foundation**

**238210 - Electrical Contractors**

Your firm's participation on City contracts will be credited only toward **MBE/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,

  
Aileen Velazquez  
Chief Procurement Officer

AV/cm

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

BUSINESS NAME	<b>City Lights, LTD.</b>
OWNER	<b>Ms. Jacqueline Hoffman</b>
ADDRESS	<b>9993 Virginia Avenue Chicago Ridge, IL 60415 <a href="#">[map]</a></b>
PHONE	<b>708-581-7111 Ext. 111</b>
FAX	<b>773-626-8310</b>
EMAIL	<b><a href="mailto:Jackie@citylightsltd.com">Jackie@citylightsltd.com</a></b>
ETHNICITY	<b>Hispanic/Latino</b>

**Certification Information**

CERTIFYING AGENCY	<b>City of Chicago</b>
CERTIFICATION TYPE	<b>WBE - Women Business Enterprise</b>
CERTIFICATION DATE	<b>11/8/2021</b>
RENEWAL DATE	<b>11/8/2022</b>
EXPIRATION DATE	<b>11/8/2022</b>
CERTIFIED BUSINESS DESCRIPTION	<b>NAICS 237130 Cable laying (e.g., cable television, electricity, marine, telephone), including underground NAICS 237130 Construction management, power and communication transmission line NAICS 237130 Electric light and power plant (except hydroelectric) construction NAICS 237130 Fiber optic cable transmission line construction NAICS 237130 Pole line construction NAICS 237130 Underground cable (e.g., cable television, electricity, telephone) laying NAICS 237130 Utility line (i.e., communication, electric power), construction NAICS 237310 Highway, Street, and Bridge Construction NAICS 238110 Concrete finishing NAICS 238110 Concrete pouring NAICS 238110 Concrete pumping (i.e., placement) NAICS 238110 Concrete repair NAICS 238110 Footing and foundation concrete contractors NAICS 238110 Poured Concrete Foundation and Structure Contractors NAICS 238210 Electrical contractors</b>

**Commodity Codes**

**Certified Profile**CLOSE WINDOW 

NAICS 237130	Cable laying (e.g., fiber optic, electricity, marine, telephone, cable television), including underground
NAICS 237130	Construction management, power and communication transmission line
NAICS 237130	Electric light and power plant (except hydroelectric) construction
NAICS 237130	Fiber optic cable transmission line construction
NAICS 237130	Pole line construction
NAICS 237130	Underground cable (e.g., fiber optic, electricity, telephone, cable television) laying
NAICS 237130	Utility line (i.e., communication, electric power), construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 238110	Concrete finishing
NAICS 238110	Concrete pouring
NAICS 238110	Concrete pumping (i.e., placement)
NAICS 238110	Concrete repair
NAICS 238110	Footing and foundation concrete contractors
NAICS 238110	Poured Concrete Foundation and Structure Contractors
NAICS 238210	Electrical contractors

**Additional Information**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

Date: \_\_\_\_\_

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

Dear Ms. Sánchez:

RE: Contract No. \_\_\_\_\_

Project Title: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Documentation attached: yes\_\_\_\_ no\_\_\_\_

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

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**Disclosure of Retained Parties**

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

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: WPA STREET RECONSTRUCTION (MEDDILL AVENUE)
  - a. Description of goods or services to be provided under Contract  
Pavement Reconstruction, concrete sidewalks, curbs, driveways and landscaping.
2. Name of Contractor: SUMIT CONSTRUCTION CO., INC.
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.  
Check here if no such persons have been retained or are anticipated to be retained:  X

Retained Parties:

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

- 4. The Contractor understands and agrees as follows:
  - a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.
  - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
  - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

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

*Pratap Gohil*  
Signature  
PRATAP GOHIL  
Name (Type or Print)

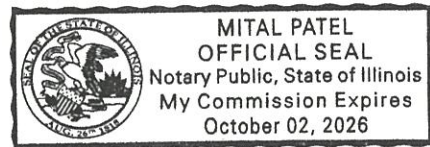
01/05/2023  
Date  
PRESIDENT  
Title

Subscribed and sworn to before me  
this 5TH day of JANUARY, 2023

(SEAL)

*Mital Patel*  
Notary Public

Commission expires: 10/02/2026



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1603

PERFORMANCE AND PAYMENT BOND

Contract No.

Bond No. 107674969

C1603

---

KNOW ALL MEN BY THESE PRESENTS, that we, Sumit Construction Co., Inc. a Corporation organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as \_\_\_\_\_ Principal, and Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

a corporation organized and existing under the laws of the State of Connecticut, with offices in the State of Illinois, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of ONE MILLION FOUR HUNDRED SEVENTY-ONE THOUSAND NINETY-TWO DOLLARS AND FIFTY CENTS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated October 13, 2022, for the fabrication, delivery, performance, and installation of:

Works Progress Administration Street Reconstruction (Medill Avenue)  
West Medill Avenue from North Oak Park Avenue to North Normandy Avenue  
Chicago, Illinois 60707

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

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

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1603

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 ONE MILLION FOUR HUNDRED SEVENTY-ONE THOUSAND NINETY-TWO DOLLARS AND FIFTY 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1603

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this October 14th, 2022 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Name

BY \_\_\_\_\_ (Seal)  
Individual Principal

\_\_\_\_\_  
Business Address

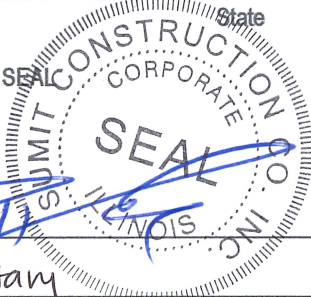
\_\_\_\_\_  
Individual Principal

\_\_\_\_\_  
City

CORPORATE SEAL

ATTEST:

BY [Signature]  
Secretary  
\_\_\_\_\_  
Title



SUMIT CONSTRUCTION CO., INC.  
Principal

BY [Signature]  
President  
\_\_\_\_\_  
Title

BY [Signature]  
David C. Barks, Witness  
215 Shuman Blvd.  
Business Address  
Naperville, IL 60563

Travelers Casualty and Surety Company of America  
Corporate Surety  
BY [Signature]  
Gina M. Damato, Attorney-In-Fact  
\_\_\_\_\_  
Title

CORPORATE SEAL

FOR CLAIMS (Please print):

Contact Name: Mike Damewood

Business Address: 215 Shuman Blvd., Naperville, IL 60560

Telephone: 630-961-7037 Fax: 866-216-5979

The rate of premium of this Bond is \$ 7.25 per thousand per thousand. \*\*  
Total amount of premium charged is \$ \$10,665.00 \*\*

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

\*\* Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1603

BOND APPROVAL

BY

\_\_\_\_\_  
Carina E. Sánchez, Secretary  
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Harendra Mangrola, certify that I am the Corporate Secretary of Sumit Construction Co., Inc., corporation named as Principal in the foregoing performance and payment bond, that Pratap Gohil who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 14<sup>th</sup> day of October, 20 22

CORPORATE SEAL





STATE OF ILLINOIS  
COUNTY OF COOK



I, Brenda D. Hockberger a Notary Public in and for said County, do hereby certify that

Gina M. Damato Attorney -in-Fact, of the:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

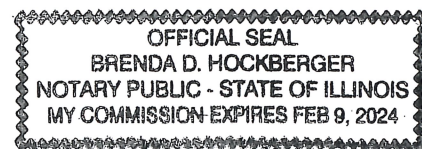
- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
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- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said

County, this 14th day of October A.D. 20 22

Brenda D. Hockberger  
Notary Public





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

**POWER OF ATTORNEY**

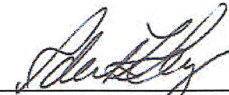
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and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

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

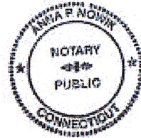
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

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



  
Anna P. Nowik, Notary Public

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

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

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

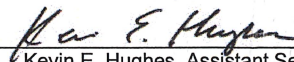
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this 14th day of October 2022



  
Kevin E. Hughes, Assistant Secretary

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

### Document Submittal Checklist

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

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

(Current as of August 29, 2022)

Please click on the link below:

[https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2022%20Rates/aug\\_16/Cook.pdf](https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2022%20Rates/aug_16/Cook.pdf)

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## PUBLIC BUILDING COMMISSION OF CHICAGO

### EXHIBIT #2 INSURANCE REQUIREMENTS

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

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

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

#### A. INSURANCE TO BE PROVIDED

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

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

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

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

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

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

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

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

##### 4) Contractors Pollution Liability

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

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 to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

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

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

### 5) **Professional Liability**

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

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

### 6) **Builders Risk/Installation Floater**

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

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

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

### B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

## **PUBLIC BUILDING COMMISSION OF CHICAGO**

Contractor must submit the following at the time of award:

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2022

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).

<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b> CSU Construction <b>PHONE (A/C, No., Ext):</b> 630-468-5600 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> CSUConstruction@hubinternational.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Depositors Insurance Company</td> <td>42587</td> </tr> <tr> <td>INSURER B : AMCO Insurance Company</td> <td>19100</td> </tr> <tr> <td>INSURER C : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Depositors Insurance Company	42587	INSURER B : AMCO Insurance Company	19100	INSURER C : Nautilus Insurance Company	17370	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> Sumit Construction Co., Inc. Harendra Mangrola 4150 W Wrightwood Ave. Chicago IL 60639	SUMICON-01													

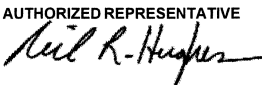
**COVERAGES** **CERTIFICATE NUMBER:** 1150229776 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ACPLD03100218514	12/15/2021	12/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ACPBAPD3100218514	12/15/2021	12/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ACPCAA3100218514	12/15/2021	12/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	ACPWCD3100218514	12/15/2021	12/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			CPP2033549-11	12/15/2021	12/15/2022	Professional Lmt/SIR 1,000,000/10,000
C	Pollution			CPP2033549-11	12/15/2021	12/15/2022	Pollution Limit/SIR 2,000,000/10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: CDOT Project: #22759; Contract: #C1603; Works Progress Administration(WPA) Street Reconstruction - Medill Avenue

The Public Building Commission of Chicago, the City of Chicago, the City of Chicago Department of Transportation, their respective Board members, employees, elected officials, officers, or representatives, and others as may be required by the Public Building Commission of Chicago are included as additional insureds under General Liability, Automobile Liability and Pollution Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. A waiver of subrogation applies under General Liability, Automobile Liability, Pollution Liability & Worker's Compensation in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions. 30 Day Notice of Cancellation applies in accordance to policy terms and conditions. Umbrella follows form of underlying General Liability, Auto Liability and Workers Compensation policies.

<b>CERTIFICATE HOLDER</b>  Public Building Commission Procurement Department Richard J. Daley Center 50 West Washington Room 200 Chicago IL 60602	<b>CANCELLATION</b>  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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PROTECTION - GOLD**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **SUMMARY OF COVERAGES**

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

**COMMERCIAL AUTO  
AC 70 05 NH 09 17**

**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

However, this provision does not apply to Covered Autos Liability Coverage provided by this Policy for any covered "auto" that you do not own.

**E. SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

- 1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

- 2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

**H. PREJUDGMENT INTEREST COVERAGE**



The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS**

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

**J. HIRED AUTO PHYSICAL DAMAGE**

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

**K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;

- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

**L. EXPANDED TOWING COVERAGE**

1. We will pay up to:
  - a. \$100 for a covered "auto" you own of the private passenger type, or
  - b. \$500 for a covered "auto" you own that is not of the private passenger type,for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**M. AUTO LOAN OR LEASE COVERAGE**

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
  - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
  - b. Any:
    - 1) Overdue lease/loan payments at the time of the "loss";
    - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - 3) Security deposits not refunded by a lessor;
    - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
    - 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

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3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

**N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES**

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. Coverage is in excess to any state statutes that apply. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

**O. DEDUCTIBLE AMENDMENTS**

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

**P. RENTAL REIMBURSEMENT COVERAGE**

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.

2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- b. The number of days shown in the Schedule.

4. Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred.
- b. \$75 for any one day or for a maximum of 30 days.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

**Q. EXPANDED TRANSPORTATION EXPENSE**

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, re-

ardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**R. EXTRA EXPENSE – STOLEN AUTOS**

The follow paragraph is added to Section A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you when there is no physical damage to the vehicle as a result of the theft. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

**S. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

**C. Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property.
2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
  - a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.

5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

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**U. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

**6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer or insurance manager, if you are a corporation.
- b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer or insurance manager, if you are a corporation.

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

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**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than non-payment of premium, we will mail or deliver

to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONSTRUCTIONGARD<sup>SM</sup> GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages provided by this endorsement. For complete details on a specific coverage, consult the endorsement contract language.

<b>1. Additional Insureds</b> Various additional insured extensions
<b>2. Aggregate Limit Per Project</b>
<b>3. Blanket Waiver of Subrogation</b> If required by written contract, insurer waives right of subrogation
<b>4. Broad Form Named Insured</b>
<b>5. Broadened Definition of BI</b> Definition includes mental anguish
<b>6. Broadened Liability Coverage for Damage to "Your Product" and "Your Work"</b>
<b>7. Contractual Liability – Railroads</b> Expanded definition of "insured contract"
<b>8. Contractual Liability for Personal and Advertising Injury</b>
<b>9. Damage to Premises Rented to You</b> Extends perils Limit: \$1,000,000
<b>10. Electronic Data Liability</b> Limit: \$100,000
<b>11. Expected and Intended Injury</b>
<b>12. Incidental Medical Malpractice</b>
<b>13. Knowledge of Occurrence</b>
<b>14. Liberalization</b>
<b>15. Lost Key Coverage</b> Occurrence Limit: \$10,000
<b>16. Newly Formed and Acquired Organizations</b> 180 days
<b>17. Non-owned Aircraft</b>
<b>18. Non-owned Watercraft</b> Included for watercraft up to 51 ft
<b>19. Supplementary Payments</b> Increased bail bonds limit to \$5,000 Increased daily loss of earnings limit to \$1,000 per day
<b>20. Unintentional failure to Disclose Hazard</b>
<b>21. Non-duplication of Benefits</b>

**1. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You**

**SECTION II – WHO IS AN INSURED** is amended to include:

1. Any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement, provided the written contract or written agreement:

- (1) Is currently in effect or becomes effective during the term or this policy; and
- (2) Was executed prior to the "bodily injury," "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

The person or organization added as an additional insured by this endorsement is an additional insured only with respect to liability for:

- 1. "Bodily injury" or "property damage" or
- 2. "Personal and advertising injury";

due to:

**a. Controlling Interest** – with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**b. Co-owner of Insured Premises** – with respect to the co-owner's liability as a co-owner of such premises.

**c. Grantor of Franchise or License**

Any person or organization that has granted you a franchise or license by written contract or agreement is an additional insured, but only with respect to their liability as a grantor of a franchise or license to you.

However, their status as additional insured under this policy ends when their contract or agreement with you

granting the franchise or license ends.

**d. Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

**e. Lessor of Land** – with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premise; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

**f. Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

**g. Mortgagee, Assignee or Receiver**

– with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premise by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**h. Owners, Lessees, or Contractors**

– 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 performed for that additional insured, whether the work is performed by you or on your behalf; or
- (3) "Your work" performed for that additional insured and included in the "products-completed operations hazard."

The insurance does not apply to:

- (a) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:
  - (i) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
  - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

**i. State or Political Subdivision – Permits Relating to Premises**

– with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising, signs, awnings, canopies, cellar entrances, coal holes, drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".



However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

The insurance afforded to such additional insureds described in a.- i. above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than any coverage requirement in a contract or agreement to provide for such additional insured.

**2. Aggregate Limit Per Project**

Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added to Paragraph 2:

The General Aggregate Limit under **SECTION III LIMITS OF INSURANCE** applies separately to each of your construction projects away from premises owned by or rented to you.

**3. Blanket Waiver Of Subrogation**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us**, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term or this policy; and
- b. Was executed prior to loss.

**4. Broad Form Named Insured**

Under **SECTION II – WHO IS AN INSURED**, the following is added to Paragraph 2:

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the

Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

**5. Broadened Bodily Injury Definition (Mental Anguish)**

Under **SECTION V – DEFINITIONS**, Definition 3. "Bodily Injury" is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

**6. Broadened Liability Coverage for Damage to "Your Product" and "Your Work"** Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**

is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) Collapse; or
- (4) Explosion.

**l. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) Fire;
  - (b) Smoke;

- (c) Collapse; or
- (d) Explosion.

Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added:

Subject to 6. above, \$100,000 is the most we will pay under Coverage A for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### 7. Contractual Liability – Railroads

- a. Under **SECTION V – DEFINITIONS**, the following replaces Paragraph c. of definition 9. "Insured Contract":
  - c. Any easement or license agreement;
- b. Under **SECTION V – DEFINITIONS**, Paragraph f.(1) of definition 9. "Insured Contract" is deleted.

#### 8. Contractual Liability for Personal and Advertising Injury Under SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended to delete exclusion e. Contractual Liability.

This provision 8. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

#### 9. Damage to Premises Rented to You

- a. Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph of 2. Exclusions is replaced with:
 

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.
- b. Under **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced with:
 

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of

"property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

#### c. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

- (ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### 10. Electronic Data Liability

- a. Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**, Paragraph 2. Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

This insurance does not apply to:

#### p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury."

- b. Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added:

Subject to paragraph 5. above, \$100,000 is the most we will pay under Coverage A for all damages arising out of any one "occurrence" because of "property damage" that results from physical injury to tangible property and arises out of "electronic data".

- c. Under **SECTION V – DEFINITIONS**, the following definition is added:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media

which are used with electronically controlled equipment.

- d. Under **SECTION V – DEFINITIONS**, the definition of “property damage” is replaced by the following for the purposes of the coverage provided by this endorsement only:

17. “Property damage” means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate “electronic data,” resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, “electronic data” is not tangible property.

- e. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this Provision **10. Electronic Data Liability** is part of, and not in addition to, that higher limit.

**11. Expected or Intended Injury**

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion a. is replaced by the following:

a. **Expected Or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured.

This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**12. Incidental Medical Malpractice Liability**

- a. Under **SECTION II – WHO IS AN INSURED**, Paragraph **2.a.(1)d.** does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

**13. Knowledge Of An Occurrence**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in Paragraph **b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph **e.** above.

**14. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**15. Lost Key Coverage**

- a. Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

- b. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per “occurrence”.

#### 16. Newly Formed And Acquired Organizations

- a. Under **SECTION II – WHO IS AN INSURED**, in paragraph 3.a., 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

#### 17. Non-Owned Aircraft

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion g. does not apply to an aircraft provided:

- a. It is hired, chartered or loaned with a paid crew;
- b. It is not owned by an insured;
- c. The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- d. It is not being used by the insured to carry persons or property for a charge.

The following is added to **SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

This Non-Owned Aircraft insurance is excess over any other valid and collectible insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

#### 18. Non-Owned Watercraft

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph (2) of Exclusion g. is deleted and replaced with

the following:

- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
- (b) Not being used by the insured to carry persons or property for a charge.

#### 19. Supplementary Payments

Under **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** Paragraphs 1.b and 1.d. are replaced with:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.

#### 20. Unintentional Failure To Disclose Hazard

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 6. **Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior “occurrences” or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### 21. Non-Duplication of Benefits

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROADENED ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an insured:

1. Any person or organization to whom you are obligated by "written contract" to provide additional insured coverage under your policy. Such person or organization is an additional insured only with respect to liability for:

a. "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or those acting on your behalf, in the performance of "your work" for the additional insured and included in the "products-completed operations hazard" which was performed for the additional insured as specified under the "written contract".

However, when you are required by "written contract" to provide coverage arising out of "your work", then Paragraph **A.1.b** below applies in place of Paragraph **A.1.a** above.

b. "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work", by your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of "your work" for the additional insured and included in the "products-completed operations hazard" which was performed for the additional insured as specified under the "written contract".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

a. The insurance afforded to such additional insured only applies to the

extent permitted by law; and

b. The insurance afforded to such additional insured will not be broader than that which you are required by the "written contract" to provide for such additional insured.

**B. Exclusions**

With respect to the insurance afforded to the additional insured, the following exclusion is added:

The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or

2. Supervisory, inspection, architectural, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved in the rendering of, or the failure to render, any professional architectural, engineering, or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured(s) is the amount of insurance:

1. Required by the "written contract"; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following definition is added to the **Definitions** section:

"Written contract" means a contract or agreement made on either a printed or electronic document, signed by both parties, that requires you to make a person or organization an additional insured on this Coverage Part, provided that the contract or agreement:

1. Is currently in effect or becomes effective during the policy period; and
2. Was executed prior to the "bodily injury" or "property damage" or the offense that caused the "personal and advertising injury".

**All terms and conditions of this policy apply unless modified by this endorsement.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROADENED ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an insured:

1. Any person or organization to whom you are obligated by "written contract" to provide additional insured coverage under your policy. Such person or organization is an additional insured only with respect to liability for:

- a. "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or those acting on your behalf in the performance of your ongoing operations for the additional insured as specified under the "written contract".

However, when you are required by "written contract" to provide coverage arising out of "your work", then Paragraph **A.1.b.** below applies in place of Paragraph **A.1.a.** above.

- b. "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work", by your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured as specified under the "written contract".
2. The insurance provided to additional insured by this endorsement is limited as follows:
    - a. The insurance afforded to such additional insured only applies to the extent permitted by law;
    - b. The insurance afforded to such additional insured will not be broader than that which you are required by the "written contract" to provide for such additional insured; and

- c. A person's or organization's status as an insured under this endorsement ends when your on-going operations for that insured are completed.

**B. Exclusions**

With respect to the insurance afforded to the additional insured, the following exclusions are added:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs after the earlier of when:
  - a. "Your work" on the project for the additional insured at the site of the covered operations where the injury or damage occurred has been completed; or
  - b. That portion of "your work" out of which the injury, damage, or offense arises has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

**CG 81 12 09 17**

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
- b. Supervisory, inspection, architectural, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional

insured(s) is the amount of insurance:

- 1. Required by the "written contract"; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following definition is added to the **Definitions** section:

"Written contract" means a contract or agreement made on a printed or electronic document, signed by both parties, that requires you to make a person or organization an additional insured on this Coverage Part, provided that the contract or agreement:

- 1. Is currently in effect or becomes effective during the policy period; and
- 2. Was executed prior to the "bodily injury" or "property damage" or the offense that caused the "personal and advertising injury".

**All terms and conditions of this policy apply unless modified by this endorsement.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**  
**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**  
**ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**Schedule**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium


Insurance Company

Countersigned By \_\_\_\_\_



PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #4 ASSIST AGENCIES

 <b>PBC ASSIST AGENCIES</b> <small>All of agencies are chambers of commerce and not-for-profit agencies that represent the interests of small, minority, and/or women-owned businesses. For the most up-to-date contact information, visit <a href="http://pbc.org">pbc.org</a> contacting <a href="mailto:business@pbc.org">business@pbc.org</a></small>		
P.O. Box #19670 Chicago, IL 60619	<b>African American Contractors Association</b> Omar Shareef (312) 915-5960	<a href="mailto:aacanatlassoc@gmail.com">aacanatlassoc@gmail.com</a> <a href="http://aacanatl.org">aacanatl.org</a>
12000 S Marshfield Ave Calumet Park, IL 60827	<b>Black Contractors United</b> Carole Williams (708) 389-5730	<a href="mailto:bcunewera@att.net">bcunewera@att.net</a> <a href="http://blackcontractorsunited.com">blackcontractorsunited.com</a>
1633 S Michigan Ave Chicago, IL 60615	<b>CANDO Corporation</b> LaVerne Hall (312) 488-9338	<a href="mailto:LHall@candocorp.net">LHall@candocorp.net</a>
800 E 78th St Chicago, IL 60619	<b>Chatham Business Association: Small Business Development, Inc.</b> Melinda Kelly (773) 994-5006	<a href="mailto:melindakelly@cbaworks.org">melindakelly@cbaworks.org</a> <a href="http://cbaworks.org">cbaworks.org</a>
216 West Jackson Boulevard Suite 600 Chicago, IL 60606	<b>Chicago Minority Supplier Development Council</b> Vince Williams (312) 755-2556	<a href="mailto:info@ChicagoMSDC.org">info@ChicagoMSDC.org</a> <a href="http://chicagomcdc.org">chicagomcdc.org</a>
4510 S Michigan Ave, 3rd Floor Chicago, IL 60653	<b>Chicago Urban League</b> Jason Johnson (773) 451-3559	<a href="mailto:jjohnson@thechicagourbanleague.org">jjohnson@thechicagourbanleague.org</a> <a href="http://thechicagourbanleague.org">thechicagourbanleague.org</a>
2444 W 16th St Chicago, IL 60608	<b>Chicago Women in Trades</b> Jayne Vellinga (312) 942-1444	<a href="mailto:jvellinga@cwit2.org">jvellinga@cwit2.org</a> <a href="http://chicagowomenintrades2.org">chicagowomenintrades2.org</a>
3825 Edwards Road, #800 Cincinnati, OH 45209	<b>ConstructConnect</b> Amanda Beyer (513) 458-5837, Extension 5108336	<a href="mailto:amanda.beyer@constructconnect.com">amanda.beyer@constructconnect.com</a> <a href="http://ConstructConnect.com">ConstructConnect.com</a>
202 S Halsted St Chicago Heights, IL 60411	<b>Construction Business Development Center at Prairie State College</b> Paul Murtagh (708) 709-3692	<a href="mailto:pmurtagh@prairiestate.edu">pmurtagh@prairiestate.edu</a> <a href="http://prairiestate.edu">prairiestate.edu</a>
4210 W Irving Park Rd Chicago, IL 60641	<b>Federation of Women Contractors</b> Jaemie Neely (312) 360-1122	<a href="mailto:info@fwcchicago.com">info@fwcchicago.com</a> <a href="http://fwcchicago.com">fwcchicago.com</a>
650 W Lake St, #415 Chicago, IL 60661	<b>Hispanic American Construction Industry Association</b> Juan Calahorrano (312) 575-0389	<a href="mailto:jcalahorrano@haciaworks.org">jcalahorrano@haciaworks.org</a> <a href="http://haciaworks.org">haciaworks.org</a>
2301 South Lake Shore Drive Lakeside Center, Chicago, IL 60616	<b>HIRE360 Chicago</b> Deborah Whitaker (312) 575-2500	<a href="mailto:dwhitaker@hire360chicago.com">dwhitaker@hire360chicago.com</a> ; <a href="mailto:bids@hire360chicago.com">bids@hire360chicago.com</a>
411 Hamilton Blvd, #1404 Peoria, IL 61602	<b>Illinois Black Chamber of Commerce</b> Kenyatta Fisher (309) 740-4430	<a href="mailto:larryivory@illinoisblackchamber.org">larryivory@illinoisblackchamber.org</a> <a href="http://illinoisblackchamber.org">illinoisblackchamber.org</a>
3512 W Fullerton Ave Chicago, IL 60647	<b>Latin American Chamber of Commerce</b> D. Lorenzo Padron (773) 252-5211	<a href="mailto:d.lorenzopadron@iaccusa.com">d.lorenzopadron@iaccusa.com</a> <a href="http://iaccusa.com">iaccusa.com</a>
930 E 50th St Chicago, IL 60615	<b>Rainbow/PUSH Coalition</b> John Mitchell (773) 256-2766	<a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a> <a href="http://rainbowpush.org">rainbowpush.org</a>
1750 E 71st St Chicago, IL 60649	<b>South Shore Chamber, Inc.</b> Tonya Trice (773) 955-9508	<a href="mailto:ttrice@southshorechamberinc.org">ttrice@southshorechamberinc.org</a> <a href="http://southshorechamberinc.org">southshorechamberinc.org</a>
8 S Michigan Ave, #400 Chicago, IL 60603	<b>Women's Business Development Center</b> Frieda Curry (312) 853-3477	<a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a> <a href="http://wbdc.org">wbdc.org</a>
308 Circle Ave Forest Park, IL 60130	<b>Women Construction Owners &amp; Executives</b> Mary Kay Minaghan (708) 366-1250	<a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a> <a href="http://wcoeusa.org">wcoeusa.org</a>
1250 Grove Ave, #200 Barrington, IL 60010	<b>U.S. Minority Contractors Association</b> Larry Bullock (847) 852-5010	<a href="mailto:larry.bullock@usminoritycontractors.org">larry.bullock@usminoritycontractors.org</a> <a href="http://usminoritycontractors.org">usminoritycontractors.org</a>

10/5/2021 12:58 PM

**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 :

SUMIT CONSTRUCTION CO., INC.  
4150 W. WRIGHTWOOD AVE.

CHICAGO IL 60639

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04270

CERTIFICATE NUMBER : GC04270-19

FEE: \$ 2000

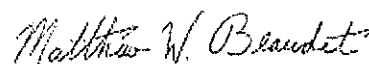
DATE ISSUED: 03/15/2022

DATE EXPIRES: 04/16/2023

**THIS LICENSE IS NON-TRANSFERABLE**

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

  
Lori E Lightfoot  
Mayor

  
Matthew Beaudet  
Commissioner

"SAMPLE"

Bond No. 107674967

SPS

RIDER ATTACHED

## CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we, **SUMIT CONSTRUCTION CO., INC.**  
4150 W. WRIGHTWOOD AVE.  
Chicago, IL 60639

Principal, hereinafter referred to as Contractor, and Travelers Casualty and Surety Company of America Surety of the County of Hartford and State of Connecticut, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of:

--- **Five Million, Five Hundred Seventy-Six Thousand, Eight Hundred Sixty-One and 40/100 Dollars (\$5,576,861.40)**

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of October, 2022.

The Condition of the Above Obligation is such, that whereas the above bounden Contractor has entered into a certain contract with the City of Chicago, bearing

Contract No. 204561 and Specification No. 1235724 all in conformity with said contract, for,

Furnishing the City of Chicago, Department of Water Management, all labor, tools, material, and equipment required and necessary for the project known as:

### **111TH STREET: HOMAN AVENUE TO SACRAMENTO AVENUE**

\* The attached rider is incorporated herein by reference.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property; arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois; and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have

been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath; prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 5 5 0 , as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each. of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120-day period in which case action may be taken immediately following such final settlement, and provided, further that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does by waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

**SUMIT CONSTRUCTION CO., INC.**

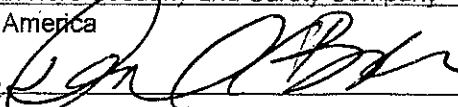
Approved: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
By: President (Seal)

\_\_\_\_\_  
Chief Procurement Officer

\_\_\_\_\_  
Attest: Secretary (Seal)

Travelers Casualty and Surety Company (Seal)  
of America

By:  (Seal)  
David C. Banks, Attorney-In-Fact

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

PRINCIPAL  
IF CORPORATION

STATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ President and  
\_\_\_\_\_ Secretary of the \_\_\_\_\_  
who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as  
such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, appeared  
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as  
their free and voluntary act, and as the free and voluntary act of the said \_\_\_\_\_  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20 22

\_\_\_\_\_  
Notary Public

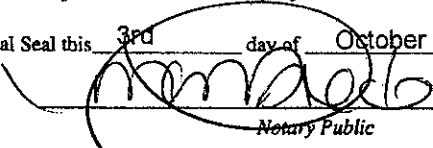


SURETY, IF CORPORATE

STATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }

I, Gina M. Damato \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that David C. Banks  
Travelers Casualty and Surety Company of America  
\_\_\_\_\_ of the \_\_\_\_\_ who is \_\_\_\_\_ personally known  
to be the same person \_\_\_\_\_ whose name is \_\_\_\_\_ subscribed in the foregoing instrument as such  
Attorney-In-Fact \_\_\_\_\_, appeared before me this day in person and acknowledged that he  
signed, sealed and delivered the said instrument of writing as his \_\_\_\_\_ free and voluntary act, and as the free  
and voluntary act of the said Travelers Casualty and Surety Company of America  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this 3rd day of October 20 22

  
\_\_\_\_\_  
Notary Public

PRINCIPAL  
IF INDIVIDUAL

STATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
who \_\_\_\_\_ personally known to me to be the same persons whose name \_\_\_\_\_ subscribed in the foregoing  
instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the  
said instrument of writing as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**BID BOND**

**CONTRACTOR:**

(Name, legal status and address)

**Sumit Construction Co., Inc.**

4150 W. Wrightwood

Chicago, IL. 60639

**SURETY:**

(Name, legal status and principal place of business)

**Travelers Casualty and Surety Company of America**

One Tower Square

Hartford, CT 06183

**OWNER:**

(Name, legal status and address):

**Public Building Commission of Chicago**

50 W. Washington Street

Room 200

Chicago, IL 60602

**BOND AMOUNT: Five Percent of Bid Price**

**( 5%)**

**PROJECT:**

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

**Works Progress Administration ("WPA") Street Reconstruction (Medill Avenue) West Medill Avenue From North**

**Oak Park Avenue To North Normandy Avenue, Chicago, IL. 60707**

**Project NO: 22759 / CDOT Project NO: B-2-759 / Contract NO. C1603**

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

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

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

Signed and sealed this **6th** day of **October, 2022**

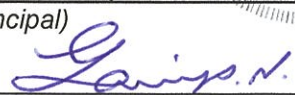
  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

**Sumit Construction Co., Inc.**

(Principal)


(Seal)

  
\_\_\_\_\_  
(Title) President

**Travelers Casualty and Surety Company of America**

(Surety)

(Seal)

  
\_\_\_\_\_  
(Title) David C. Banks, Attorney-in-Fact



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

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

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

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



Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 6th day of October, 2022



Kevin E. Hughes, Assistant Secretary

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



STATE OF ILLINOIS  
COUNTY OF COOK



I, Oscar F. Rincon a Notary Public in and for said County, do

hereby certify that David C. Banks Attorney -in-Fact, of the:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said

County, this 6th day of October A.D. 20 22

Oscar F. Rincon  
Notary Public

