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**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

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

**CONTRACT NO. C1604**

**ROBERT NATHANIEL DETT ELEMENTARY SCHOOL ANNEX AND RENOVATIONS  
2131 WEST MONROE STREET  
CHICAGO, IL 60612  
PROJECT #05445**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Lori E. Lightfoot  
Chairman**

**Carla 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 MAY 4, 2023**

*Any Contract entered into as a result of this bid process is governed by: All Volumes (as applicable) of Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts" and Book 3 - "Technical Specifications" and the Drawings.*

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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. C1604**

**ROBERT NATHANIEL DETT ELEMENTARY SCHOOL ANNEX AND RENOVATIONS  
2131 WEST MONROE STREET  
CHICAGO, IL 60612  
PROJECT #05445**

2. **General Description of Scope of Work:**  
The project consists of the construction of a new approximately 18,950 square foot, 1-story Annex facility linked to an existing 3-story school building intended to add indoor athletic amenities. Interior renovations within the existing school building will include but not be limited to: accessibility improvements including a new elevator, with restroom, mechanical, electrical and plumbing upgrades. This project includes a Phasing Plan.
3. **Construction Budget for Base Work Only:** \$28,500,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. **User Agency:** Chicago Public Schools
5. **Project is located in Ward:** 27
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
7. **Requests for Information:** Bidders are to submit requests for information, in writing, via email to the attention of Ms. Patricia Montenegro, PBC Contract Officer at: [patricia.montenegro@cityofchicago.org](mailto:patricia.montenegro@cityofchicago.org).
8. **Contract Documents Availability:** Documents are available at: Cross Rhodes Reprographics dba Cross Rhodes Print & Technologies, 30 Eisenhower Lane North, Lombard, Illinois 60148. Contact name: Kristy Weber. Telephone number: 630-963-4700, ext. 309.  
Cross Rhodes Print & Technologies Planroom: [www.x-rhodesplanroom.com](http://www.x-rhodesplanroom.com)
9. **Pre-Bid Meeting Date, Time, and Location:** Thursday, May 11, 2023 at 11:00 a.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.21.
10. **Technical Review Meeting Date, Time, and Location:** Thursday, May 11, 2023 at 11:30 a.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.21.
11. **Site Visit:** Bidders shall be responsible for inspecting the Site to become familiar with the Project. Bidders are advised that access to the School is restricted. Failure of the Bidders to become familiar with the Project shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

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### \*NOTES REGARDING MEETINGS:

- a. Meetings referenced in Items #9 Pre-Bid and #10 Technical Review above are NOT mandatory.
  - b. Subcontractors and Suppliers are encouraged to attend the meetings.
  - c. Proper PPE must be worn at all times on the site.
  - d. Bidders shall comply with all COVID-19 protocols in accordance with applicable guidelines.
12. PBC Class A Prequalified Bidders for the ROBERT NATHANIEL DETT ELEMENTARY SCHOOL ANNEX AND RENOVATIONS project are listed below:

#### Class A

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

13. Bid Due Date and Public Bid Opening Date, Time, and Location: Bids are due Thursday, June 8, 2023 at 11:00 a.m. and a Public Bid Opening will be held immediately following receipt of bids and will be live streamed on the PBC's [YouTube](#) page.
14. Amount of Bid Deposit: 5% amount of bid
15. Document Deposit: N/A
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: 26% MBE and 6%WBE
18. Source of Funding: Chicago Public Schools
19. Pre-Award Meeting Date, Time, and Location: A Pre-Award meeting is tentatively scheduled for Friday, June 9, 2023 at 10:00a.m. via virtual meeting platform. Meeting details will be issued to the Apparent Low Bidder.
- For the Pre-Award Meeting, the Lowest Responsive and Responsible Bidder shall be required to:
- a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
  - b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D
  - c. Provide and be prepared to discuss the Schedule of Values for the project
20. Notice of Award is anticipated to be issued following June 2023 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.
21. The Pre-Bid/Technical Review Meetings will be held on ZOOM virtual meeting platform. To join click on the link or call the number below:

Meeting Link: [ROBERT NATHANIEL DETT ES ANNEX AND RENOVATIONS ZOOM](#)  
Meeting Phone Number: 312-626-6799  
Meeting ID: 836 3406 7552  
Meeting Passcode: None required

### B. Mandatory Project Specific Contractor Staffing Requirements

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

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**C. Scheduling Software Requirements**

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

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

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

**E. Time of Completion**

Substantial Completion must be achieved no later than August 2, 2024. Schedule Milestones must be completed as follows:

Milestone Descriptions	Milestone Dates
<b>Milestone #1: Masonry Repairs, New Roof, New Link &amp; Adjacent Bathrooms, and Targeted Renovations , in accordance with the Contract Documents.</b> <ul style="list-style-type: none"> <li>▪ Exterior masonry grinding work shall not be performed during regular school hours</li> <li>▪ Tuckpointing work shall be properly coordinated to avoid any impacts to school operations.</li> <li>▪ Work may not commence sooner than July 31, 2023</li> </ul>	December 31, 2023
<b>Substantial Completion: New Annex, New Elevator at Existing School, Site Improvements, and Associated Work, in accordance with the Contract Documents</b> <ul style="list-style-type: none"> <li>▪ Site Improvements (utilities, stormwater tank, parking lot, trash dumpsters, landscaping, etc.)</li> <li>▪ Work may not commence sooner than July 31, 2023</li> </ul>	August 2, 2024
<b>Milestone #2: Interior Renovations at Existing School, in accordance with the Contract Documents</b> <ul style="list-style-type: none"> <li>▪ Work may not commence sooner than June 17, 2024</li> </ul>	August 11, 20224

**F. Commission's Contract Contingency**

- The Commission's Contract Contingency for this Project is: \$860,000.00
- The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be part of the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

**G. Copies of Drawings and Specifications Furnished**

The Commission will allow the Contractor one (1) complimentary electronic download set of Drawings and Specifications, if desired, for the execution of the Work to registered Prequalified Class A firms and Assist Agencies only. The Contractor is responsible for obtaining additional copies at its own cost.

**H. Liquidated Damages**

- The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph E above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of \$1,500.00 per day for each day Milestones and Substantial Completion dates that are not achieved. Failing to complete the work according to the time stipulated above will result in breach of contract and will result in Liquidated Damages being assessed each and every Day after the time stipulated in the Contract for completing the Work.

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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 Patricia Montenegro at [patricia.montenegro@cityofchicago.org](mailto:patricia.montenegro@cityofchicago.org) no later than Tuesday, May 30, 2023 at 4:30 p.m.

### B. Interpretations of Addenda

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

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

### C. Pre-Qualification of Bidders

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

### D. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surely 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.

## PUBLIC BUILDING COMMISSION OF CHICAGO

2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.
3. The Bidder must provide the following item(s) with your Bid Submission:
  - a. Copy of current Contractor's General Contractor License.Failure to submit these items may deem the Bid unresponsive. Licenses may be that of the Prime, Joint Venture Partner (if any), and/or Sub-Contractor performing the work.

### E. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures (signed in blue ink or Digital Signature), and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. If not applicable, indicate so with "N/A". All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
  - b. Contractor's Bid
  - c. Bid Guarantee
  - d. Basis of Award (Award Criteria)
  - e. Unit Prices
  - f. Affidavit of Non-collusion
  - g. Schedule B -- Joint Venture Affidavit with supporting documentation (if applicable)
  - h. Schedule C -- Letter of Intent from MBE/WBE
  - i. Schedule D -- Affidavit of General Contractor Regarding MBE/WBE Participation
  - j. Schedule E -- Request for Waiver from MBE/WBE Participation (if applicable)
7. The Apparent Low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

### F. Bid Deposit

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



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### G. Bidder's Execution of Bid

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

### H. Affidavit of Non-Collusion

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

### I. MBE and WBE Commitments

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

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

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

### 4. (INTENTIONALLY OMITTED)

## K. Disclosure of Retained Parties

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

## L. Submission of Bid

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

## M. Withdrawal of Bids before Bid Opening

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

## N. Opening of Bids

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

## O. Evaluation of Bids

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

## P. Basis of Award

1. Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure and otherwise responsive to all the requirements of the Contract Documents.
2. Firms are required to fill out the entire BID FORM to be considered responsive.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

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

**R. Protests**

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

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

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

### U. Alternates-Commission Discretion

(INTENTIONALLY OMITTED)

### V. Project Labor Agreement (PLA)

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

Applicable PLA for this project can be found by clicking on the following link:

[Multi-Project Labor Agreement 2015-2025](#)

[https://www.cps.edu/globalassets/cps-pages/about-cps/policies/administrative-hearings/collective-bargaining/multi\\_projectlaboragreement2015\\_2025.pdf](https://www.cps.edu/globalassets/cps-pages/about-cps/policies/administrative-hearings/collective-bargaining/multi_projectlaboragreement2015_2025.pdf)

[Multi-Project Labor Supplemental Agreement 2015-2025](#)

<https://www.cps.edu/globalassets/cps-pages/about-cps/policies/administrative-hearings/collective-bargaining/2015-2025-pla-supp-fully-signed-from-sq-08-13-18.pdf>

PUBLIC BUILDING COMMISSION OF CHICAGO

IV. BID AND EXECUTION DOCUMENTS

A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1604, 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)

Addendum 1 - May 23rd, 2023, Addendum 2 - May 30th, 2023

Addendum 3 - June 5th, 2023, Addendum 4 - June 6th, 2023

Addendum 5 - June 9th, 2023, Addendum 6 - June 15th, 2023

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 ROBERT NATHANIEL DETT ELEMENTARY SCHOOL ANNEX AND RENOVATIONS 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 - ROBERT NATHANIEL DETT ELEMENTARY SCHOOL ANNEX AND RENOVATIONS**

<b>PROJECT NAME:</b>	Robert Nathaniel Dett Elementary School Annex and Renovations
<b>CONTRACT NO:</b>	C1604
<b>PROJECT NO:</b>	05445

**BID FORM**  
(For Electronic Submission Copy)

LINE	DESCRIPTION	AMOUNT
1	Base Work Only	\$ 29,377,000.00
2	Commission's Contract Contingency	\$ 860,000.00
3	Site Work Allowance	\$ 150,000.00
4	Camera Allowance	\$ 75,000.00
5	Environmental Allowance	\$ 50,000.00
6	Moisture Mitigation	\$ 10,000.00
7	<b>TOTAL BASE BID (equals Line 1 through 6)</b>	<b>\$ 30,522,000.00</b>
8	<b>TOTAL AWARD CRITERIA FIGURE (based on Line 1)</b>	<b>\$ 28,538,070.00</b>

Accepted by the Commission

**SURETY INFORMATION**

(Provide Legal Name and address of Surety)

Name:	Liberty Mutual Insurance Company
Address:	175 Berkeley Street, Boston, MA 02116

**BIDDER'S INFORMATION**

Firm Name:	K.R. Miller Contractors, Inc.
Date:	6/20/2023

**NOTES/INSTRUCTIONS**

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

C. SITE WORK ALLOWANCE SCHEDULE

ROBERT NATHANIEL DETT ELEMENTARY SCHOOL ANNEX AND RENOVATIONS - \$150,000.00  
ALLOWANCE

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil, to an approved Subtitle D disposal site	Tons	\$45.00
2	Excavation, loading, transportation and disposal of contaminated soil, to an approved Subtitle D disposal site	Tons	\$53.00
3	Loading, transportation and disposal of stockpiled clean construction or demolition debris and uncontaminated soil	Tons	\$25.00
4	Excavation, loading, transportation and disposal of in-place, clean construction or demolition debris and uncontaminated soil	Tons	\$30.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$8.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$12.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants. Work includes crushing, as required.	Cubic Yards	\$70.00
8	UST Removal (Tank < 2000 gal capacity), including UST Removal Permit.	Each	\$5,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity), including UST Removal Permit.	Each	\$5,500.00
10	UST Removal (Tank 6,000-10,000 gal capacity), including UST Removal Permit.	Each	\$6,500.00
11	UST Removal (Tank > 10,000-15,000 gal capacity), including UST Removal Permit.	Each	\$9,500.00
12	UST Removal (Tank > 15,000 gal capacity), including UST Removal Permit.	Each	\$12,500.00
13	UST tank sludge removal and disposal (55-gallon drum), including UST Removal Permit.	Drums	\$450.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.80
15	Waste characterization sample analysis for disposal authorization of soils removed under Allowance Schedule (Including Waste Profile Application)	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$2,000.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.80
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and set base material CA-1 Stone (RECYCLED)	Ton	\$18.00
22	Furnish, place and set base material CA-1 Stone (VIRGIN)	Ton	\$25.00
23	Load on-site base materials, place and set CA-1 Stone	Cubic Yards	\$10.00

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<b>Site Work Allowance Schedule - Continued</b>			
<b>Item No.</b>	<b>Description of Work</b>	<b>Unit(s)</b>	<b>Unit Price</b>
24	Furnish, place and compact aggregate material CA-6 (RECYCLED)	Ton	\$22.00
25	Furnish, place and compact aggregate material CA-6 (VIRGIN)	Ton	\$28.00
26	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$10.00
27	Furnish, place and set drainage material CA-7 (RECYCLED)	Tons	\$20.00
28	Furnish, place and set drainage material CA-7 (VIRGIN)	Tons	\$25.00
29	Excavate, place and set on-site drainage material CA-7	Cubic Yards	\$10.00
30	Furnish and place geotextile filter fabric	Square Yard	\$8.00
31	Site Survey - Survey crew for verification of excavation and backfill quantities	Per Day	\$2,000.00
32	Site Survey - Survey crew for verification of excavation and backfill quantities	Half Day	\$1,000.00
33	Street restoration per CDOT standards - Demolition, milling, grinding and disposal of existing asphalt. Furnish and place 1-1/2-inch Asphalt Binder Course and 1-1/2-inch Asphalt Surface Course.	Square Yard	\$185.00
34	Street restoration per CDOT standards - Furnish and place 10-inch PCC Base Course. Work includes joints, structure isolation box, structure adjustment, epoxy coated bars, and epoxy coated dowels, as required.	Square Feet	\$8.00
35	Street restoration per CDOT standards - Furnish and place 10-inch PCC Base Course, 1-1/2-inch Asphalt Binder Course and 1-1/2-inch Asphalt Surface Course. Work includes joints, structure isolation box, structure adjustment, epoxy coated bars, and epoxy coated dowels, as required.	Square Yard	\$250.00
36	Demolition, removal, handling, loading, transportation, and disposal of underground cobblestones and remnants.	Cubic Yards	\$90.00
37	Demolition, removal, handling, loading, transportation, and salvage of underground cobblestones and remnants.	Cubic Yards	\$30.00
38	Street restoration per CDOT standards - Furnish and place concrete curb and gutter.	Linear Feet	\$20.00
39	Concrete Cutting - Concrete Cutting crew to perform saw cut boundaries.	Half Day	\$800.00
40	Transport and Dispose of Hazardous Lead-Impacted Soil at an Illinois Treatment Facility	Per ton of soil	\$100.00



## PUBLIC BUILDING COMMISSION OF CHICAGO

### NOTES:

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

### D. ADDITIONAL ALLOWANCE SCHEDULES

This Project includes the following allowances:

1. Camera Allowance in the amount of \$25,000.00
2. Environmental Allowance in the amount of \$50,000.00
3. Moisture Mitigation Allowance in the amount of \$10,000.00

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 OMITTED)

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 20th day of June, In the year 2023. (Board Date)

PUBLIC BUILDING COMMISSION OF CHICAGO

Mary Pat Wiltry  
~~Carla E. Sanchez, Secretary~~  
Mary Pat Wiltry, Secretary

CONTRACTING PARTY

[Signature]  
~~Mayor Lori E. Lightfoot, Chairman~~  
Mayor Brandon Johnson, Chairman

K.R. Miller Contractors, Inc.

Contractor Name

5513 N. Cumberland Ave., Suite 707, Chicago, IL 60656

Address

IF A CORPORATION:

Name: Michael Cwlenkala

Title: Vice President, Partner

Signature: [Signature]

ATTEST BY: Susan Miller

[Signature]  
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 20th day of June, 2023.

[Signature] (SEAL)  
Notary Public Signature Angela M. Campos

Commission Expires: 07/22/2023



APPROVED AS TO FORM AND LEGALITY

Anne L. Frede Date: 7/17/2023  
Neal & Leroy, LLC

**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 ATTACHED**

Line 1.	TOTAL BASE BID (Refer to Line 7 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**

Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.16)	_____
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): \$		_____

**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.

PROJECT NAME: Robert Nathaniel Dett Elementary School Annex and Renovations  
 CONTRACT NO: C1604  
 PROJECT NO: 05445

**AWARD CRITERIA FIGURE FORMULA**  
 (For Electronic Submission Copy)

**FORMULA**

Line 1. (Based on Total Base Bid)	\$30,522,000.00
Line 2. Minority Journeyman (Maximum figure 0.70)	0.7000
Line 3. Multiply Line 2 by Line 1 by 0.04	\$854,616.00
	\$30,522,000.00
Line 4. Minority Apprentice (Maximum figure 0.70)	0.7000
Line 5. Multiply Line 4 by Line 1 by 0.03	\$840,962.00
	\$30,522,000.00
Line 6. Minority Laborer (Maximum figure 0.70)	0.7000
Line 7. Multiply Line 6 by Line 1 by 0.01	\$213,654.00
	\$30,522,000.00
Line 8. Female Journeyman (Maximum figure 0.15)	0.0750
Line 9. Multiply Line 8 by Line 1 by 0.04	\$91,566.00
	\$30,522,000.00
Line 10. Female Apprentice (Maximum figure 0.15)	0.1500
Line 11. Multiply Line 10 by Line 1 by 0.03	\$137,340.00
	\$30,522,000.00
Line 12. Female Laborer (Maximum figure 0.15)	0.1500
Line 13. Multiply Line 12 by Line 1 by 0.01	\$45,783.00
	\$30,522,000.00
Line 14. Total of Lines 3, 5, 7, 9, 11, and 13	\$1,983,930.00
Line 15. Total Award Criteria	\$20,538,070.00
<b>TOTAL AWARD CRITERIA (Line 15)</b>	<b>\$28,538,070.00</b>

Accepted by the Commission

**BIDDER'S INFORMATION**

Firm Name:  
Date:

K.R. Miller Contractors, Inc.  
6/20/2023

**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.

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)

6. TOTAL AWARD CRITERIA automatically populates.

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

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

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

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

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

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

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

**5. Reporting**

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**6. Major Trades**

The following list represents a list of the anticipated major trades required to perform the Work. Contractors are to review the Contract Documents in their entirety and provide the adequate workforce to perform the Work.

Asbestos Workers	Plumbing
Masonry	Windows
Carpentry	Elevators
Concrete	Landscaping
Electrical	Painting
Mechanical	Roofing

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

**7. Trade Participation - For Information Only**

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
LABORERS	80%
CARPENTERS	60%
PAINTERS	40%
ROOFERS	70%
PLUMBERS	40%
SHEET METAL WORKERS	15%
ELECTRICIANS	40%

PUBLIC BUILDING COMMISSION OF CHICAGO

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Non-collusion

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

Michael Cwienkala, being first duly sworn, deposes and says that:

- (1) He/She is Partner  
(Owner, Partner, Officer, Representative or Agent) of K.R. Miller Contractors, 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)  
Partner

(Title)  
Subscribed and sworn to before me this 20th day of June 2023

[Signature]  
Angela M. Campos  
Representative

(Title)  
My Commission expires: 07/22/2023





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: Robert Nathaniel Dett Elementary School Annex and Renovations

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

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

Michael Cwienkala, Vice President

Title and duly authorized representative of

K.R. Miller Contractors, Inc.

Name of General Contractor whose address is

5513 N. Cumberland Ave., Suite 707, Chicago, IL 60656

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
ALL MASONRY CONST	MASONRY	\$1,440,000	\$
PINTO CONST. GROUP	DRYWALL / CARPENTRY	\$1,520,000	\$
BUILT RITE CONST	APT CASEWORK	\$864,000	\$
MTB DECORATING	PAINTING	\$	\$768,000
KATCO DEVELOPMENT	EARTHWORK / SITE UTILITIES	\$	\$1,324,000
EFFICIENT TRUCKING	HAWLING	\$106,000	\$
CR. SCHMIDT	UNIT PAVERS	\$	\$53,000
KEYBOARD ENT. DEVELOPMENT	CONCRETE / CONSTRUCTION SERVICES	\$382,500	\$
Total Net MBE/WBE Credit		SEE PAGE 2	SEE PAGE 2
Percent of Total Base Bid		%	%

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

PAGE 1 of 2

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: Robert Nathaniel Dett Elementary School Annex and Renovations

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

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

Michael Cwienkala, Vice President

Title and duly authorized representative of

K.R. Miller Contractors, Inc.

Name of General Contractor whose address is

5513 N. Cumberland Ave., Suite 707, Chicago, IL 60656

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
EOS MECHANICAL	HVAC	\$2,258,430	\$
BIOFOAM INC	SPRAY FOAM INSULATION	\$	\$82,000
CHI-TOWN PLUMBERS	PLUMBING	\$1,089,000	\$
EVERGREEN SUPPLY	LIGHT FIXTURES	\$	\$166,800
PURE ELECTRIC INC	ELECTRICAL MATERIALS	\$634,500	\$
CHICAGO VOICE & DATA	LOW VOLTAGE	\$	\$376,000
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$3,293,490	\$2,269,800
Percent of Total Base Bid		27.1 %	7.4 %

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.

PAGE 2 of 2

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: Robert Nathaniel Dett Elementary School Annex & Renovations

Project Number: 05445

FROM:

A.L.L. Masonry Construction Co., Inc. MBE X WBE \_\_\_\_\_  
 (Name of MBE or WBE)

TO:

K.R. Miller Contractors 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 \_\_\_\_\_, 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.

Commercial building construction  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\$1,440,000.00  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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:

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

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:

A.L.L. Masonry Construction Co., Inc.

Name of MBE/WBE Firm (Print)  
6/20/2023

Date  
773-489-1280

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone



Signature  
Luis Puig  
Name (Print)

Signature

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



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

DEC 21 2017

Luis Puig, Jr.  
A.L.L. Masonry Construction, Co., Inc.  
1414 West Willow Street  
Chicago, IL 60622

Dear Luis Puig, Jr.:

We are pleased to inform you that A.L.L. Masonry Construction Co., Inc. has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **12/01/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2018, 12/01/2019, 12/01/2020, and 12/01/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2022**.

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

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;



- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

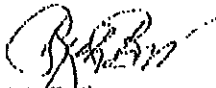
**236210 – Industrial Building Construction**

**236220 – Commercial and Institutional Building Construction**

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of 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, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/mw



**Business & Contact Information**

**BUSINESS NAME** **A.L.L. Masonry Construction Co., Inc., DBA ALL Construction Group**

**OWNER** **Mr. Luis Pulg, Jr.**

**ADDRESS** **1425 S. 55th Ct.  
Cicero, IL 60804-1841 [\[map\]](#)**

**PHONE** **773-489-1280**

**FAX** **773-489-0360**

**EMAIL** **[louis@allmasonry.com](mailto:louis@allmasonry.com)**

**ETHNICITY** **Hispanic/Latino**

**Certification Information**

**CERTIFYING AGENCY** **City of Chicago**

**CERTIFICATION TYPE** **MBE - Minority Business Enterprise**

**CERTIFICATION DATE** **3/7/2023**

**RENEWAL DATE** **12/1/2024**

**EXPIRATION DATE** **12/1/2024**

**CERTIFIED BUSINESS DESCRIPTION** **NAICS 236210 Industrial Building Construction  
NAICS 236220 Commercial building construction general contractors**

**Commodity Codes**

Code	Description
NAICS 236210	Industrial Building Construction
NAICS 236220	Commercial building construction general contractors

**Additional Information**

**WARD** **N/A**

**COMMUNITY AREA** **N/A**

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: DETT ELEMENTARY SCHOOL ANNEX

Project Number: 05445

FROM:

PINTO CONSTRUCTION GROUP, INC. MBE  WBE   
(Name of MBE or WBE)

TO:

KR. MILLER and Public Building Commission of Chicago  
(Name of Bidder)

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

a Sole Proprietor                       a Corporation  
 a Partnership                               a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 01/15/2025. 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.

CARPENTRY, DRYWALL/FRAMING  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$1,520,000.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

N/A

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:

PINTO CONSTRUCTION GROUP, INC.

Name of MBE/WBE Firm (Print)

06/21/2023

Date

1-708-436-0040

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

Signature

Name (Print)

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



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

FEB 10 2020

Richard Pinto  
Pinto Construction Group, Inc.  
7225 W. 105<sup>th</sup> St.  
Palos Hills, IL 60465

Dear Mr. Pinto:

We are pleased to inform you that **Pinto Construction Group, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **1/15/2025**; 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 **1/15/2021, 1/15/2022, 1/15/2023 and 1/15/2024**. 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 **1/15/2025**. 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 **11/15/2024**.

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

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

15

- 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):**

**238130- Framing Contractors**

**238190- Epoxy Application Contractors; Metal Furring Contractors; Stairway, Metal, Installation; Store Front, Metal or Metal Frame, Installation**

**238310- Drywall and Insulation Contractors**

**238320- Painting and Wall Covering Contractors**

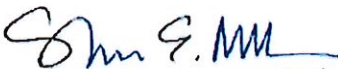
**238350- Finish Carpentry Contractors**

**238990- Sign, Building, Erection**

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 *me*  
Chief Procurement Officer

SEA/fn

### Certified Profile

CLOSE WINDOW 

[Print](#)

#### Business & Contact Information

BUSINESS NAME	<b>PINTO CONSTRUCTION GROUP, INC.</b>
OWNER	Mr. Richard Pinto
ADDRESS	7225 W. 105th St. Palos Hills, IL 60465 <a href="#">[map]</a>
PHONE	708-430-0040 Ext. 25
FAX	708-430-4937
EMAIL	<a href="mailto:richard.pinto@pintoconstruction.com">richard.pinto@pintoconstruction.com</a>
ETHNICITY	Hispanic/Latino

#### Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	2/21/2023
RENEWAL DATE	1/15/2024
EXPIRATION DATE	1/15/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 238130 Framing contractors NAICS 238190 Epoxy application contractors NAICS 238190 Metal furring contractors NAICS 238190 Stairway, metal, installation NAICS 238190 Store front, metal or metal frame, installation NAICS 238310 Drywall and Insulation Contractors NAICS 238320 Painting and Wall Covering Contractors NAICS 238350 Finish Carpentry Contractors NAICS 238990 Sign, building, erection

#### Commodity Codes

Code	Description
NAICS 238130	Framing contractors
NAICS 238190	Epoxy application contractors

NAICS 238190	Metal furring contractors
NAICS 238190	Stairway, metal, installation
NAICS 238190	Storefront, metal or metal frame, installation
NAICS 238310	Drywall and insulation contractors
NAICS 238320	Painting and wall covering contractors
NAICS 238350	Finish carpentry contractors
NAICS 238990	Sign, building, erection

<b>Additional Information</b>	
WARD	N/A
COMMUNITY AREA	N/A
QUALIFIED INVESTMENT AREA	N/A



PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: ROBERT NATHANIEL DETT ELEMENTARY SCHOOL ANNEX AND RENOVATIONS

Project Number: 05445

FROM:

Bull Rite Construction MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

KR Miller 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 April 25, 2023. 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.

Millwork/ Casework/ Solid surface  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$1,080,000.00/ Net 30.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

20 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

\* The approximate of 20% of full contract amount will be subcontracted for UNION INSTALLATION

\*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:

Built Rite Construction  
Name of MBE/WBE Firm (Print)  
6/20/2023  
Date  
630-299-33-74  
Phone

Eduardo Salgado  
Signature  
Eduardo Salgado  
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

APR 25 2023

Eduardo Salgado  
Built Rite Construction, LLC  
1001 Aucutt Rd. Suite C  
Montgomery, IL 60538

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Salgado:

We are pleased to inform you that **Built Rite Construction, LLC** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **March 1, 2023** and 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 calendar days before your annual anniversary date of March 1st.**

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 60 calendar days before your anniversary date of March 1st.** 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.

You shall be deemed to have had your certification lapse and will be ineligible to participate as an MBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification within **10 days** of such change; or
- File your recertification within the required time period.

You have an obligation to cooperate with the City with 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).**

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):**

**238350 - Finish Carpentry Contractors**

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,



Tammi Morgan  
Contracting Equity Officer

TM/ge *Regn*

### Certified Profile

CLOSE WINDOW 

[Print](#)

#### Business & Contact Information

**BUSINESS NAME** **Built Rite Construction, LLC, DBA CS Architectural Woodworking**

**OWNER** **Mr. Eduardo Salgado**

**ADDRESS** **1001 Aucutt Rd  
Suite C  
Montgomery, IL 60538 [\[map\]](#)**

**PHONE** **630-299-3374**

**EMAIL** **[eduardo@cswoodwork.com](mailto:eduardo@cswoodwork.com)**

**ETHNICITY** **Hispanic/Latino**

#### Certification Information

**CERTIFYING AGENCY** **City of Chicago**

**CERTIFICATION TYPE** **MBE - Minority Business Enterprise**

**CERTIFICATION DATE** **4/25/2023**

**RENEWAL DATE** **3/1/2024**

**EXPIRATION DATE** **3/1/2024**

**CERTIFIED BUSINESS DESCRIPTION** **NAICS 238350 Finish Carpentry Contractors**

#### Commodity Codes

Code	Description
NAICS 238350	Finish Carpentry Contractors

#### Additional Information

**WARD** **N/A**

**COMMUNITY AREA** **N/A**

QUALIFIED INVESTMENT AREA	No
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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: PBC Dett ES Annex + Renovations

Project Number: 05445

FROM:

M.J.B. Decorating, Inc MBE \_\_\_\_\_ WBE   
(Name of MBE or WBE)

TO:

K.R. Miller Contractors and Public Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor                       a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 5-3-2022. 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.

\_\_\_\_\_  
Painting  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
268,000.00  
\_\_\_\_\_  
\_\_\_\_\_

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:

N/A

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:

M.J.B. Decorating, Inc J.R.  
Name of MBE/WBE Firm (Print) Signature  
6-21-2023  
Date Name (Print) Joanna Biedic  
847-815-1656  
Phone

IF APPLICABLE:

BY:

N/A  
Joint Venture Partner (Print) Signature  
Date Name (Print)  
Phone MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_





CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

**MAY 03 2022**

Joanna Bielic  
M.J.B. Decorating, Inc.  
170 Touhy Court  
Des Plaines, IL 60018

Dear Ms. Bielic:

We are pleased to inform you that M.J.B. Decorating, Inc. has been recertified 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 April 15<sup>th</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 **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):**  
**238320 - Painting (except Roof) Contractors**

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

  
Allison Velazquez  
Chief Procurement Officer

AV/sl

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

BUSINESS NAME	<b>M.J.B. Decorating, Inc</b>
OWNER	Ms. Joanna Bielic
ADDRESS	170 Touhy Court Des Plaines, IL 60018 <a href="#">[map]</a>
PHONE	847-815-1656
EMAIL	<a href="mailto:mjbdecorating@gmail.com">mjbdecorating@gmail.com</a>
ETHNICITY	Caucasian

**Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	5/2/2023
RENEWAL DATE	4/15/2024
EXPIRATION DATE	4/15/2024
CERTIFIED BUSINESS DESCRIPTION	NAICS 238320 Painting (except roof) contractors

**Commodity Codes**

Code	Description
NAICS 238320	Painting (except roof) contractors

**Additional Information**

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

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

**Subcontractor, Subconsultant, and/or Material Supplier**

Robert Nathaniel Dett Elementary School Annex & Renovation

Name of Project:

Project Number:

05445

FROM:

Katco Development Inc

MBE \_\_\_\_\_

WBE

(Name of MBE or WBE)

TO:

K.R Miller Contractors

and Public Building Commission of Chicago

(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor

a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8-4-2018. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Excavation and Site Utilities

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

\$1,430,000.00

**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:

NONE

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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.  
7 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

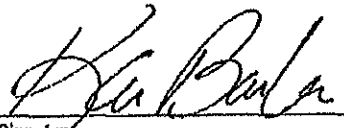
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet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

KATCO DEVELOPMENT INC  
Name of MBE/WBE Firm (Print)  
6-23-23  
Date  
8472229682  
Phone

  
Signature  
KAREN DARBA  
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)  
Date  
Phone

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



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 06 2018

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

Dear Karen Barba:

We are pleased to inform you that **Katco Development, Inc.** has been recertified as a **Woman-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **7/15/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **7/15/2019, 7/15/2020, 7/15/2021, and 7/15/2022**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **7/15/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **5/15/2023**.

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

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

*Handwritten signature/initials in blue ink.*

AUG 06 2018

Katco Development, Inc.

Page 2 of 2

- 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	Water and Sewer Line and Related Structures Construction
238220	Plumbing, Heating, and Air-Conditioning Contractors
238910	Excavation Contractors

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

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

Sincerely,



Rich Butler  
First Deputy Procurement Officer  
RB/ag

### Certified Profile

[Print](#)

#### Business & Contact Information

**BUSINESS NAME**                      **Katco Development, Inc.**

**OWNER**                                      **Ms. Karen Barba**

**ADDRESS**                                  **415 S. William St.  
Mt. Prospect, IL 60056-3335 [\[map\]](#)**

**PHONE**                                      **847-222-9662**

**FAX**    **847-222-9661**

**EMAIL**                                        **[karen@katcodevelopment.com](mailto:karen@katcodevelopment.com)**

**ETHNICITY**                                  **Caucasian**

#### Certification Information

**CERTIFYING AGENCY**                      **City of Chicago**

**CERTIFICATION TYPE**                      **WBE - Women Business Enterprise**

**CERTIFICATION DATE**                      **4/5/2022**

**RENEWAL DATE**                              **7/15/2023**

**EXPIRATION DATE**                          **7/15/2023**

**CERTIFIED BUSINESS DESCRIPTION**    **NAICS 237110 Water and Sewer Line and Construction  
NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors  
NAICS 238910 Excavation contractors**

#### Commodity Codes

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

#### Additional Information



6/20/23, 12:30 PM

B2Gnow

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

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

Name of Project: Dett Elementary School  
Project Number: 05445

FROM:  
Efficient Trucking Inc MBE  WBE   
(Name of MBE or WBE)

TO:  
Katco Development 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                       a Corporation  
 a Partnership                               a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 11/8/2022. 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.

Trucking  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$106,000.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:

*(Handwritten symbol)*

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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:

EFFICIENT TRUCKING, INC

Name of MBE/WBE Firm (Print)

JUNE 23, 2023

Date

(708) 935-8970

Phone

*(Handwritten Signature)*

Signature

TONY SANDOVAL

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

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



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

January 24, 2020

Antoinio Sandoval  
Efficient Trucking Inc.  
3201 S. Hoyne  
Chicago, IL 60608  
E-mail: [sandoval830@mac](mailto:sandoval830@mac)

Dear Mr. Sandoval:

This letter is to inform you that the City of Chicago has extended your status as a **Minority-Owned Business Enterprise (MBE)** until **April 24, 2020**. We are providing this extension to allow enough time for you to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until processing has been completed.

Please present this letter and a copy of your last certification letter as evidence of your certification with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-4900.

Sincerely,

A handwritten signature in blue ink, appearing to read "Désirée M. Otkins".

Désirée M. Otkins  
Manager of Certification

DMO/II

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

BUSINESS NAME	<b>Efficient Trucking, Inc.</b>
OWNER	Mr. Antonio Sandoval
ADDRESS	1218 South 59th Avenue Cicero, IL 60804 <a href="#">[map]</a>
PHONE	708-294-7000
FAX	708-294-7005
EMAIL	<a href="mailto:tony@efficienttruckinginc.com">tony@efficienttruckinginc.com</a>
ETHNICITY	Hispanic/Latino

**Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	11/8/2022
RENEWAL DATE	10/1/2023
EXPIRATION DATE	10/1/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 484220 Dump trucking (e.g., gravel, sand, top soil)

**Commodity Codes**

Code	Description
NAICS 484220	Specialized Freight (except Used Goods) Trucking, Local

**Additional Information**

WARD	12
COMMUNITY AREA	N/A

QUALIFIED INVESTMENT AREA	Yes
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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: Robert Nathaniel Dett Elementary School Annex & Renovations

Project Number: 05445

FROM:

C. R. Schmidt, Inc. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

K.R. Miller Contractors 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 12.4.2019. 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.

1.5" CA16 Setting Bed w/ 1/4" Limestone Swept Joints, 3/4" Bituminous Setting Bed w/Polymeric Sand Swept Joints,  
4x12x8cm Unilock Umbriano Pavers in Winter Marvel Color.

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

\$53,000.00

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:

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

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:

C. R. Schmidt, Inc.  
Name of MBE/WBE Firm (Print)  
6.19.23  
Date  
630.293.5885  
Phone

  
Signature  
Olivia Lockett  
Name (Print)

IF APPLICABLE:  
BY:

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

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





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

DEC - 4 2019  
Olivia Lockett  
C.R. Schmidt, Inc.  
3S215 Talbot Avenue  
Warrenville, IL 60555

Dear Ms. Lockett:

We are pleased to inform you that **C.R. Schmidt, Inc.** has been recertified as a **Women-Owned Business ("WBE")** by the City of Chicago ("City"). This WBE certification is valid until **11/15/2024**; 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 **11/15/2020, 11/15/2021, 11/15/2022, and 11/15/2023**. 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 **11/15/2024**. 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 **9/15/2024**.

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

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

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

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

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

**238990 - All Other Specialty Trade Contractors  
(Installers of pavers and retaining walls)**

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



Shannon E. Andrews  
Chief Procurement Officer

SEA/sl

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

BUSINESS NAME	<b>C.R. Schmidt, Inc.</b>
OWNER	<b>Ms. Olivia Lockett</b>
ADDRESS	<b>35215 Talbot Avenue Warrenville, IL 60555 <a href="#">[map]</a></b>
PHONE	<b>630-293-5885</b>
FAX	<b>630-293-7030</b>
EMAIL	<b><a href="mailto:Info@crschmidt.com">Info@crschmidt.com</a></b>
ETHNICITY	<b>Caucasian</b>

**Certification Information**

CERTIFYING AGENCY	<b>City of Chicago</b>
CERTIFICATION TYPE	<b>WBE - Women Business Enterprise</b>
CERTIFICATION DATE	<b>9/15/2021</b>
RENEWAL DATE	<b>12/15/2022</b>
EXPIRATION DATE	<b>11/15/2024</b>
CERTIFIED BUSINESS DESCRIPTION	<b>NAICS 238990 All Other Specialty Trade Contractors (Installers of pavers and retaining walls)</b>

**Commodity Codes**

Code	Description
NAICS 238990	All Other Specialty Trade Contractors

**Additional Information**

WARD	<b>N/A</b>
COMMUNITY AREA	<b>N/A</b>

QUALIFIED INVESTMENT AREA	N/A
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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: Robert Nathaniel Dett Elementary School Annex & Renovations

Project Number: 05445

FROM:  
Keyboard Enterprises Development, Inc MBE  WBE   
(Name of MBE or WBE)

TO:  
K.R. Miller Contractors, 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
- a Corporation
- a Partnership
- a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated Apr 8, 2022. 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.

Concrete Work and Construction Services

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

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

\$450,000.00 KEYBOARD TO SUBCONTRACT 15% OF CONTRACT FOR SECURITY  
\_\_\_\_\_  
\_\_\_\_\_

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\*

15 % 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:

*Keyboard Enterprises Development Inc. [Signature]*

Name of MBE/WBE Firm (Print)  
June 23, 2023

Signature  
Wydell Penzell

Date  
312-907-8307

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

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



CITY OF CHICAGO

\*

DEPARTMENT OF PROCUREMENT SERVICES

APR - 8 2022

Wydell Feazell, Sr.  
Keyboard Enterprises Development, Inc.  
3849 S. Michigan Ave., Lower Level  
Chicago, Illinois 60653

Dear Mr. Feazell:

We are pleased to inform you that **Keyboard Enterprises Development, Inc., Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** 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 **April 15<sup>th</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 an **MBE** if you fail to:

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

- File your recertification within the required time period.

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

**236220- Commercial and Institutional Building Construction**

**238910- Site preparation Contractors**

**238350- Finish Carpentry Contractors**

**238130- Framing Contractors**

**238990- All Other Specialty Trade Service**

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,



Aileen Velazquez  
Chief Procurement Officer

AV/fn



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

BUSINESS NAME	<b>Keyboard Enterprises Development, Incorporated</b>
OWNER	Mr. Wydell Feazell, Sr
ADDRESS	3849 South Michigan Ave. Lower Level Chicago, IL 60653 <a href="#">[map]</a>
PHONE	773-924-2850
FAX	773-924-2851
EMAIL	<a href="mailto:KEDINC@AOL.COM">KEDINC@AOL.COM</a>
ETHNICITY	African American

**Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	2/23/2023
RENEWAL DATE	4/15/2024
EXPIRATION DATE	4/15/2028
CERTIFIED BUSINESS DESCRIPTION	NAICS 236220 Construction of Building (Commercial and Institutional) NAICS 238130 Framing contractors NAICS 238350 Finish carpentry NAICS 238910 Site Preparation Contractors NAICS 238990 CONSTRUCTION OF BUILDINGS (COMMERCIAL AND INSTITUTIONAL)

**Commodity Codes**

Code	Description
NAICS 236220	Commercial and Institutional Building Construction
NAICS 238130	Framing contractors
NAICS 238350	Finish carpentry
NAICS 238910	Site Preparation Contractors

### Additional Information

WARD	3
COMMUNITY AREA	35 Douglas
QUALIFIED INVESTMENT AREA	Yes

**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: Robert Nathaniel Dett Elementary School Annex & Renovations

Project Number: 05445

FROM:

EOS Mechanical Inc. MBE  WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

K.R. MILLER CONTRACTORS and Public Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor  \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated January 12th 2023. 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.

HVAC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 3,500.000.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:

Controls/Insulation  
Duct cleaning

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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\***

35.4 % 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.

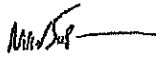
\*If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be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

EOS Mechanical Inc.  
Name of MBE/WBE Firm (Print)  
06/19/2023  
Date  
224-208-8334  
Phone

  
Signature  
Nirav Sapra  
Name (Print)

IF APPLICABLE:  
BY:

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

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

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

BUSINESS NAME	<b>EOS Mechanical Inc.</b>
OWNER	Mr. Nirav Sapra
ADDRESS	5410 NEWPORT DR STE 42 ROLLING MEADOWS, IL 60008-2009 <a href="#">[map]</a>
PHONE	847-997-6463
EMAIL	<a href="mailto:sapra@eosmech.com">sapra@eosmech.com</a>
ETHNICITY	Asian-Pacific American

**Certification Information**

CERTIFYING AGENCY	Cook County
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	1/12/2023
RENEWAL DATE	1/12/2024
EXPIRATION DATE	1/12/2025
CERTIFIED BUSINESS DESCRIPTION	Construction: HVAC

**Commodity Codes**

Code	Description
NAICS 238220	Air vent installation
NAICS 238220	Blower or fan, cooling and dry heating, installation
NAICS 238220	Central air-conditioning equipment installation
NAICS 238220	Central heating equipment and piping installation
NAICS 238220	Chilled water system installation
NAICS 238220	Heating and cooling duct work installation
NAICS 238220	Natural gas piping installation

NAICS 238220

Snow melting system (e.g., hot water, glycol) installation

**Additional Information**

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: PBC Dett ES Annex

Project Number: 05445

FROM:

BIOFOAM, Inc. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

K.R. Miller Contractors 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 7/1/2022. 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.

Spray Foam Insulation  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$82,000.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

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

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:

BIOFOAM, Inc.

Name of MBE/WBE Firm (Print)

6/21/2023

Date

666-356-3626

Phone

Signature

Tiffany Fialm, President

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

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





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**AUG 12 2016**

Tiffany Flaim  
Blofoam, Inc.  
3627 W. Harrison Street  
Chicago, IL 60624

Dear Tiffany Flaim:

We are pleased to inform you that **Blofoam, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **8/1/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **Annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **8/1/2017, 8/1/2018, 8/1/2019 and 8/1/2020**. 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 **8/1/2021**. 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 **6/1/2021**.

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

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

AUG 12 2016

- 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):**

**238160 – Roofing Contractors**

**238310 – Drywall & Insulation Contractors**

**238390 – Other Building Finishing Contractors**

**326150 – Polyurethane Foam Manufacturing**

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

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Rich Butler  
First Deputy Procurement Officer  
RB/do



**Business & Contact Information**

**BUSINESS NAME** **BIOFOAM, Inc.**  
**OWNER** **Ms. Tiffany Flaim**  
**ADDRESS** **3627 W. Harrison St.  
 Chicago, IL 60624 [\[map\]](#)**  
**PHONE** **866-356-3626**  
**FAX** **773-276-9284**  
**EMAIL** **[tflaim@biofoamusa.com](mailto:tflaim@biofoamusa.com)**  
**ETHNICITY** **Caucasian**

**Certification Information**

**CERTIFYING AGENCY** **City of Chicago**  
**CERTIFICATION TYPE** **WBE - Women Business Enterprise**  
**CERTIFICATION DATE** **7/22/2022**  
**RENEWAL DATE** **7/1/2023**  
**EXPIRATION DATE** **7/1/2027**  
**CERTIFIED BUSINESS DESCRIPTION** **238160 Roofing contractors  
 238190 Urethane slab jacking contractors  
 238190 Urethane soil stabilization contractors  
 238310 Drywall and Insulation Contractors  
 238390 Caulking (i.e., waterproofing) contractors  
 238390 Coating concrete structures with plastics  
 238390 Damp proofing contractors  
 238390 Foundation damp proofing (including installing rigid foam insulation)  
 238390 Waterproofing contractors  
 238390 Weatherproofing concrete  
 326150 Polyurethane foam products manufacturing (More)**

**Commodity Codes**

Code	Description
NAICS 238160	Roofing contractors
NAICS 238190	Urethane slabjacking contractors
NAICS 238190	Urethane soil stabilization contractors
NAICS 238310	Drywall and Insulation Contractors
NAICS 238390	Caulking (i.e., waterproofing) contractors
NAICS 238390	Coating concrete structures with plastics

NAICS 238390	Dampproofing contractors
NAICS 238390	Foundation dampproofing (including installing rigid foam insulation)
NAICS 238390	Waterproofing contractors
NAICS 238390	Weatherproofing concrete
NAICS 326150	Polyurethane foam products manufacturing

### **Additional Information**

WARD	24
COMMUNITY AREA	27 East Garfield Park
QUALIFIED INVESTMENT AREA	Yes

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: Robert Nathaniel Dett Elementary School Annex & Renovations

Project Number: 05445

FROM:

Chi-Town Plumbers MBE  WBE   
(Name of MBE or WBE)

TO:

K.R. Miller Contractors, 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                       a Corporation  
 a Partnership                               a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/13/2022. 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.

Interior plumbing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$1,130,000.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

\$20,000 - Insulation  
\$22,000 - Excavation

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\*

3.7 % 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.

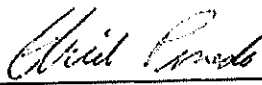
\*If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be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

Chi-Town Plumbers  
Name of MBE/WBE Firm (Print)  
6/22/2023  
Date  
312-656-3437  
Phone

  
Signature  
Uriel Pinedo  
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 13 2027

Uriel Pinedo  
Chi-Town Plumbers Inc.  
3112 S. Harding Ave.  
Chicago, IL 60623

Dear Mr. Pinedo:

We are pleased to inform you that **Chi-Town Plumbers Inc.** is certified as a **Minority-Owned Business Enterprise ("MBE")** 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 of December 15th.**

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 December 15th.** 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 an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

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

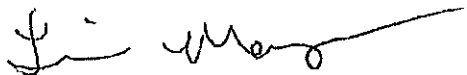
**NAICS Code(s):**

**238220 – Plumbing Contractors**

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,



Tammi Morgan  
Contracting Equity Officer

TM/pwa



### Certified Profile

[Print](#)

#### Business & Contact Information

BUSINESS NAME	<b>Chi-Town Plumbers Inc.</b>
OWNER	Mr. Uriel Pinedo
ADDRESS	3112 S. Harding Ave Chicago, IL 60623 <a href="#">[map]</a>
PHONE	312-656-3437
EMAIL	<a href="mailto:uri@chitownplumbers.com">uri@chitownplumbers.com</a>
ETHNICITY	Hispanic/Latino

#### Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	12/13/2022
RENEWAL DATE	12/15/2023
EXPIRATION DATE	12/15/2023
CERTIFIED BUSINESS DESCRIPTION	238220 - Plumbing contractors

#### Commodity Codes

Code	Description
NAICS 238220	Plumbing contractors

#### Additional Information

WARD	22
COMMUNITY AREA	N/A
QUALIFIED INVESTMENT AREA	N/A

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: Robert Daniel Dett E Annex & Renovation

Project Number: 05445

FROM:

Evergreen Supply Co MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

Elite Electric 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                       a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7-11-2022. 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.

Fixtures and Controls

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

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

\$ 278,000.00 x 60% (SUPPLIER) = \$ 166,800.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

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

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:


Evergreen Supply Co.

Name of MBE/WBE Firm (Print)

6-26-23

Date 773 375-4750

Phone

  
Signature  
Colleen Kramer  
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

JUL 11 2022  
Caitleen Kramer  
Evergreen Supply Co.  
1400 Ardmore Avenue  
Itasca, IL 60143

Re: Change in Address

Dear Ms. Kramer:

We are pleased to inform you that we have updated your certification to reflect your firm's change in address. Evergreen Supply Co. continues to be certified 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 May 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 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):**

**423610 - Construction Materials, Electrical, Merchant Wholesalers**

**423610 - Fixtures, Electric Lighting, Merchant Wholesalers**

**423610 - Insulated Wire or Cable Merchant Wholesalers**

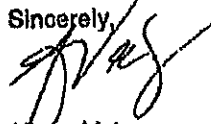
**423690 - Condensers, Electronic, Merchant Wholesalers**

**423690 - Electronic Parts (e.g., condensers, connectors, switches) Merchant Wholesalers**

Your firm's participation on City contracts will be credited only toward 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 (MM)  
Chief Procurement Officer

AV/si

### Certified Profile

CLOSE WINDOW 

[Print](#)

#### Business & Contact Information

**BUSINESS NAME** Evergreen Supply Co.

**OWNER** Colleen Kramer

**ADDRESS** 1400 Ardmore Ave.  
Itasca, IL 60143-1107 [\[map\]](#)

**PHONE** 773-375-4750

**FAX** 773-375-4765

**EMAIL** [ckramer@evergreensupply.com](mailto:ckramer@evergreensupply.com)

**ETHNICITY** Caucasian

#### Certification Information

**CERTIFYING AGENCY** City of Chicago

**CERTIFICATION TYPE** WBE - Women Business Enterprise

**CERTIFICATION DATE** 5/2/2023

**RENEWAL DATE** 5/1/2024

**EXPIRATION DATE** 5/1/2024

**CERTIFIED BUSINESS DESCRIPTION** 423610 Construction materials, electrical, merchant wholesalers  
423610 Fixtures, electric lighting, merchant wholesalers  
423610 Insulated wire or cable merchant wholesalers  
423690 Condensers, electronic, merchant wholesalers  
423690 Electronic parts (e.g., condensers, connectors, switches) merchant wholesalers

#### Commodity Codes

Code	Description
NAICS 423610	Construction materials, electrical, merchant wholesalers
NAICS 423610	Fixtures, electric lighting, merchant wholesalers
NAICS 423610	Insulated wire or cable merchant wholesalers
NAICS 423690	Condensers, electronic, merchant wholesalers

NAICS 423690      Electronic parts (e.g., condensers, connectors, switches) merchant wholesalers

**Additional Information**

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: Robert Daniel Dett E Annex & Renovation

Project Number: 05445

FROM:

Pure Electric Inc MBE  WBE   
(Name of MBE or WBE)

TO:

Elite Electric 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                       a Corporation  
 a Partnership                               a Joint Venture

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

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

Base Electrical Material, Gear and Solar  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 1,057,800.00 x 60% (SUPPLIER) = \$ 634,560.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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:

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

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:

Pure Electric Inc  
Name of MBE/WBE Firm (Print)  
06/26/2023  
Date  
773-274-6443  
Phone

Geovanny Alvarado  
Signature  
Geovanny Alvarado  
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

**JUN 26 2020**

Geovanny Alvarado  
Pure Electric, Inc.  
7434 N. Western Ave.  
Chicago, IL 60645

Dear Mr. Alvarado:

We are pleased to inform you that Pure Electric, Inc. is recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **6/15/2025**; 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 **6/15/2021, 6/15/2022, 6/15/2023, and 6/15/2024**. 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 **6/15/2025**. 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 **4/15/2025**.

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:

- 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):**

**423610 – Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment  
Merchant Wholesalers**

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/ag

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

BUSINESS NAME	<b>Pure Electric Inc</b>
OWNER	<b>Mr. Geovanny Alvarado</b>
ADDRESS	<b>7434 N Western Ave Chicago, IL 60645 <a href="#">[map]</a></b>
PHONE	<b>773-274-6443</b>
FAX	<b>773-274-6734</b>
EMAIL	<b><a href="mailto:Tom@Pureelectric.net">Tom@Pureelectric.net</a></b>
ETHNICITY	<b>Hispanic/Latino</b>

**Certification Information**

CERTIFYING AGENCY	<b>City of Chicago</b>
CERTIFICATION TYPE	<b>MBE - Minority Business Enterprise</b>
CERTIFICATION DATE	<b>8/25/2022</b>
RENEWAL DATE	<b>7/15/2023</b>
EXPIRATION DATE	<b>6/15/2025</b>
CERTIFIED BUSINESS DESCRIPTION	<b>NAICS 423610 Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers</b>

**Commodity Codes**

Code	Description
NAICS 423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers

**Additional Information**

WARD	<b>50</b>
COMMUNITY AREA	<b>2 West Ridge</b>

6/29/23, 1:36 PM

B2Gnow

QUALIFIED INVESTMENT AREA    **No**

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: Robert Daniel Dett E Annex & Renovtion

Project Number: 05445

FROM:

Chicago Vice & Data Authority MBE X WBE X  
(Name of MBE or WBE)

TO:

Elite Electric 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 March 30, 2023. 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.

Low Voltage  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 376,000.00 Progress payments Net 30  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:

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---

---

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:

Chicago Voice & Data Authority  
Name of MBE/WBE Firm (Print)  
8/26/2023  
Date  
312-273-4970  
Phone

Cristina Beran  
Signature  
Cristina Beran  
Name (Print)

IF APPLICABLE:  
BY:

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

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



**TONI PRECKWINKLE**

PRESIDENT  
Cook County Board  
of Commissioners

BRANDON JOHNSON  
1st District

DENNIS DEER  
2nd District

BILL LOWRY  
3rd District

STANLEY MOORE  
4th District

MONICA GORDON  
5th District

DONNA MILLER  
6th District

ALMA E. ANAYA  
7th District

ANTHONY J. QUEZADA  
8th District

MAGGIE TREVOR  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

BRIDGET DEGNEN  
12th District

JOSINA MORITA  
13th District

SCOTT R. BRITTON  
14th District

KEVIN B. MORRISON  
15th District

FRANK J. AGUIAR  
16th District

SEAN M. MORRISON  
17th District

OFFICE OF CONTRACT COMPLIANCE

**Nicole Mandeville**

DIRECTOR

69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 • Chicago, Illinois 60602 • (312) 603-5502

March 30, 2023

Cristina Beran, President  
Chicago Voice and Data Authority  
2444 W. 16<sup>th</sup> Street, 4<sup>th</sup> Floor  
Chicago, IL 604608

**Annual Certification Renewal: April 5, 2024**

Dear Ms. Beran:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Women-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **April 5, 2024**; however, you must re-validate your firm's certification annually.

As a condition of continued Certification during the five (5) year term, you must file Recertification Affidavit within ninety (90) calendar days prior to the date of the annual expiration. Failure to file this application may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) calendar days of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**NAICS CODES:**

**237130 – Cable laying (e.g., fiber optic, electricity, marine, telephone, cable television), including underground**

**238210 – Electrical contractors**

**238990 – Cable splicing (except electrical or fiber optic)**

**541618 – Telecommunications management consulting services**

Your firm's participation on Cook County contracts will be credited toward **MBE/WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

*Dasirée M. Otkins*

Dasirée M. Otkins, EMBA  
Deputy Director, Contract Compliance

DMD/ek



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**Disclosure of Retained Parties**

Pursuant to Resolution No. 5338, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

**A. Definitions and Disclosure Requirements**

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

**B. Certification**

Contractor hereby certifies as follows:

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

2. Name of Contractor: K.R. Miller Contractors, 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.



Signature

Michael Cwienkala

Name (Type or Print)

June 20th, 2023

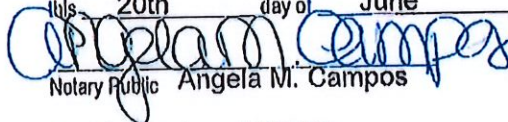
Date

Partner, K.R. Miller Contractors, Inc.

Title

Subscribed and sworn to before me  
this 20th day of June, 2023

(SEAL)



Notary Public Angela M. Campos

Commission expires: 07/22/23



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. C1604

**PERFORMANCE AND PAYMENT BOND**

**Contract No.**

**Bond No. 268016897**

**C1604**

---

KNOW ALL MEN BY THESE PRESENTS, that we, K.R. Miller Contractors, Inc., a Corporation organized and existing under the laws of the State of IL, with offices in the City of Chicago, State of Illinois, as Principal, and

Liberty Mutual Insurance Company

175 Berkley Street

Boston, MA 02116

a corporation organized and existing under the laws of the State of MA, with offices in the State of IL, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of THIRTY MILLION FIVE HUNDRED TWENTY-TWO THOUSAND AND NO CENTS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated June 22, 2023, for the fabrication, delivery, performance and installation of:

Robert Nathaniel Dett Elementary School Annex and Renovations

2131 West Monroe Street

Chicago, Illinois 60612

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. C1604

performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of THIRTY MILLION FIVE HUNDRED TWENTY-TWO THOUSAND AND NO CENTS shall secure the payment of all sums due of and by the Principal under the Contract and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. C1604

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 06/23/2023  
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  
  
\_\_\_\_\_  
Business Address  
  
\_\_\_\_\_  
City State

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

CORPORATE SEAL

ATTEST:  
  
BY Susan Miller  
Susan Miller  
Title corp. Secretary

K.R. Miller Contractors, Inc.  
Principal  
BY Michael Cwienkala  
Michael Cwienkala, Vice President  
Title  
\_\_\_\_\_  
(JV Partner, if applicable)  
Principal

BY \_\_\_\_\_  
  
\_\_\_\_\_  
Title

BY \_\_\_\_\_  
  
\_\_\_\_\_  
Title

BY Susan Murray  
Susan Murray  
Business Address  
4811 Emerson Avenue, Suite 102  
Palatine, IL 60067

Liberty Mutual Insurance Company  
Corporate Surety  
BY Laura Priester  
Laura Priester, Attorney-in-Fact  
Title

CORPORATE SEAL



Seal No. 4325

FOR CLAIMS (Please print):  
Contact Name: Liberty Mutual Surety Claims

Business Address: P.O. Box 34526, Seattle, WA 98124

Telephone: (206) 473-6210 Fax: (610) 832-8124

The rate of premium of this Bond is \$ 142,690.00 per thousand. \*\*  
Total amount of premium charged is \$ 142,690.00 \*\*

\* 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. C1604

BOND APPROVAL

BY

\_\_\_\_\_  
Mary Pat Wiltry, Secretary  
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Susan Miller, certify that I am the Corporate Secretary of K.R. Miller Contractors, Inc., corporation named as Principal in the foregoing performance and payment bond, that Michael Cwienkala who signed on behalf of the Principal was then Vice 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 23<sup>rd</sup> day of June, 20 23

CORPORATE SEAL

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-932-8240 or email HOSUR@libertymutual.com.



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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Laura Priester of the city of Palatine, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: K.R. Miller Contractors Inc.  
Obligee Name: Public Building Commission of Chicago  
Surety Bond Number: 268016897 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA 88  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 20, 2025  
Commission number 1128044

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of June, 2023



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE K.R. Miller Contractors Inc.  
5513 N. Cumberland Ave., Suite 707 Chicago, IL 60656

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company  
175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA  
as Surety, hereinafter called the Surety, are held and firmly bound unto Public Building Commission of Chicago  
50 West Washington Street, Room 200 Chicago, IL 60602

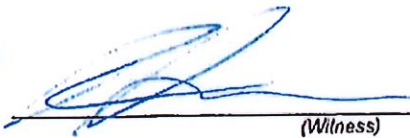
as Oblgee, hereinafter called the Oblgee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Contract No. C1604 Robert Nathaniel Dett Elementary School Annex and Renovations

NOW, THEREFORE, if the Oblgee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblgee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblgee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblgee 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.

Signed and sealed this 8th day of June, 2023

  
(Witness)

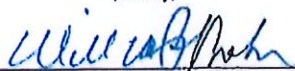
K.R. Miller Contractors Inc.  
(Principal) (Seal)

By:   
MICHAEL CWIEKARA, VICE PRESIDENT (Title)

  
(Witness)



Liberty Mutual Insurance Company  
(Surety) (Seal)

By:   
Attorney-In-Fact William P. Maher (Title)

Surety Phone No. 617-357-9500



G-23208-B

ss,

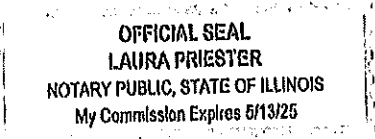
STATE OF Illinois

COUNTY OF Cook

I, Laura Priester Notary Public of Cook County,  
 in the State of Illinois, do hereby certify that William P. Maher  
 Attorney-In-Fact, of the Liberty Mutual 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 he signed, sealed and delivered said instrument, for and on behalf of the  
Liberty Mutual Insurance Company  
 for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine  
 in said County, this 8th day of June A.D., 2023

*Laura Priester*  
 Notary Public Laura Priester  
 My Commission expires: May 13, 2025



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-632-6240 or email: HOBUR@libertymutual.com.



**Liberty Mutual.**  
SURETY

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint William P. Maher of the city of Pelaine, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: K.R. Miller Contractors Inc.  
 Obligor Name: Public Building Commission of Chicago  
 Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 26, 2025  
Commission number 1128044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitation as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8<sup>th</sup> day of June, 2023



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



**DOHN & MAHER ASSOCIATES**

4811 EMERSON AVENUE, SUITE 102  
PALATINE, ILLINOIS 60067-7416

INSURANCE AND BONDING

PHONE (847) 303-6800  
FAX (847) 303-8983  
www.dohn.com

June 8, 2023

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

RE: K.R. Miller Contractors, Inc.  
Project: Contract No. C1604 Robert Nathaniel Dett Elementary School Annex and  
Renovations

To whom it may concern:

Liberty Mutual Insurance Company is the surety for K. R. Miller Contractors, Inc. and has an A.M. Best Rating of A+ XV. Liberty Mutual Insurance Company has given K. R. Miller Contractors, Inc. a surety Line of \$80,000,000 on a single job and \$125,000,000 aggregate bonded program. Current outstanding bond liability is about \$55,000,000. Liberty Mutual Insurance Company has given this line as a standard operating line with the clear understanding that projects outside these parameters would receive favorable consideration.

Should a bid be accepted and a contract awarded to K. R. Miller Contractors, Inc., it is our present intention to become surety on the final bond, or bonds, which may be required guaranteeing performance and payment of the contract.

You understand, of course, that any arrangement for the final bond, or bonds, is a matter between the contractor, and ourselves, and we assume no liability to third parties, or to you, if for any reason we do not execute the said bond, or bonds.

Liberty Mutual Insurance Company

Laura Priester  
Attorney in Fact



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

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

Certificate No: B207815-26S003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carl Dalin, Jr.; Karvin Dohn; Laura Pfisterer; Susan Murray; Vicki L. Broadus; William P. Maher

all of the city of ... state of ... each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its est and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of April, 2022.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 26th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1165044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

ARTICLE XII - Execution of Contracts; Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of June, 2023.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**DOHN & MAHER ASSOCIATES**

**INSURANCE AND BONDING**

4817 EMERSON AVENUE, SUITE 102  
PALATKA, ILLINOIS 60087-7416

PHONE (647) 808-8800  
FAX (647) 808-8883  
www.dohn.com

June 8, 2023

Public Building Commission of Chicago  
50 W. Washington St Rm 200  
Chicago IL 60602

Re: KR Miller Contractors, Inc.  
Contract No: C1604 Robert Nathaniel Dett Elementary School Annex & Renovations  
Bid Date: June 8, 2023

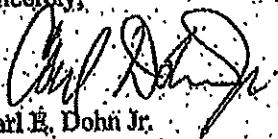
To Whom It May Concern:

Please be advised that GINA is the insurance carrier for K.R. Miller Contractors, Inc..

It is our understanding that K.R. Miller Contractors, Inc. submitted a bid for the above referenced job and should their bid be accepted and a contract awarded to K.R. Miller Contractors, Inc. we will supply the necessary insurance as required by contract.

You understand, of course, that any arrangement for insurance is a matter between the contractor and the insurance carrier and we assume no liability to third parties, or to you, if for any reason we do not execute required insurance.

Sincerely,

  
Carl E. Dohn Jr.  
President

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

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

K.R. MILLER CONTRACTORS, INC.  
5513 N CUMBERLAND AVE  
SUITE 707  
CHICAGO IL 60656

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04382

CERTIFICATE NUMBER : GC04382-20

FEE: \$ 2000

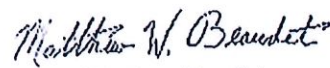
DATE ISSUED: 04/18/2023

DATE EXPIRES: 05/05/2024

**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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE APRIL 3, 2023**

(Current as of May 4, 2023)

Please click on link below:

[https://labor.illinois.gov/content/dam/sol/en/web/ldo/laws-rules/conmed/documents/2023-rates/apr\\_1/Cook.pdf](https://labor.illinois.gov/content/dam/sol/en/web/ldo/laws-rules/conmed/documents/2023-rates/apr_1/Cook.pdf)

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PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #2 INSURANCE REQUIREMENTS

C1604 – ROBERT NATHANIEL DETT ELEMENTARY SCHOOL ANNEX AND RENOVATIONS

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

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

A. INSURANCE TO BE PROVIDED

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

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

2) Commercial General Liability (Primary and Umbrella)

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will



## PUBLIC BUILDING COMMISSION OF CHICAGO

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 Board of Education of the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

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

### 5) Professional Liability

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

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

### 6) Builders Risk/Installation Floater

Contractor must provide All Risk Builders Risk or Installation Floater insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior site work. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

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

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

## B. ADDITIONAL REQUIREMENTS

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

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

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

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

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

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

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

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

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

**Contractor must submit the following at the time of award:**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2023

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> AssuredPartners - Palatine IL dba Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067-7416 Carl E. Dohn Jr.	847-303-6800	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 847-303-6800 FAX (A/C, No): 847-303-6963 E-MAIL ADDRESS: certificates.dohn@assuredpartners.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> K. R. Miller Contractors, Inc. 5513 N Cumberland Ave Ste 707 Chicago, IL 60656	INSURER A: The Charter Oak Fire Ins AXV	NAIC # 25615
	INSURER B: Nat'l Fire Ins of Hartford	20478
	INSURER C: Valley Forge Ins Co AXV	20508
	INSURER D: Continental Insurance Co AXV	35289
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 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	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 <input type="checkbox"/> OTHER	Y	Y	7036817009	04/15/2023	04/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7036816989	04/15/2023	04/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000	Y	Y	7036816992	04/15/2023	04/15/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7036817012	04/15/2023	04/15/2024	<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
A	Rental Equipment			QT-660-3J544263	04/15/2023	04/15/2024	Limit 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Contract #C1604 Robert Nathaniel Dett Elementary School Annex and Renovations, 2131 W. Monroe St., Chicago, IL 60612, Project #05445. The following are included as Additional Insured to General Liability (coverage form attached), Automobile and Excess/Umbrella coverage as required by written contract with respects to work performed by the Named Insured: Cont.

<b>CERTIFICATE HOLDER</b>  Public Building Commission of Chicago 50 W Washington St Rm 200 Chicago, IL 60602	<b>PUBLICB</b>  <b>APPROVED</b> <b>JLB</b> <b>6/30/2023</b>	<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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**NOTEPAD:**

HOLDER CODE PUBLICB  
INSURED'S NAME K. R. Miller Contractors, Inc.

MILLKC1  
OP ID: SM

PAGE 2  
Date 06/23/2023

Additional Insureds: Public Building Commission of Chicago; the Board of Education of the City of Chicago; their respective board members, employees, elected officials, officers or representatives, along with any other User Agency or others as may be required through written contract by the Public Building Commission of Chicago.

The General Liability and Automobile Additional Insured is on a Primary and Non-Contributory basis.

Excess/Umbrella Liability coverage is following form.

A Waiver of Subrogation in favor of the Additional Insureds is included under the General Liability and Workers Compensation coverage as required by written contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/30/2023

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

PRODUCER AssuredPartners - Palatine IL dba Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067-7416 Carl E. Dohn Jr.	847-303-6800	CONTACT NAME: PHONE (A/C, No, Ext): 847-303-6800 FAX (A/C, No): 847-303-6963 E-MAIL ADDRESS: certificates.dohn@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Great American E&S Ins Co NAIC # 37532 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED K.R. Miller Contractors, Inc. 5513 N Cumberland Ave #707 Chicago, IL 60656		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab <input checked="" type="checkbox"/> \$10,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PCM 3948874 11	01/10/2023	01/10/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			PCM 3948874 11	01/10/2023	01/10/2024	Limit \$2MM/\$2MM Retention 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Contract #C1604 Robert Nathaniel Dett Elementary School Annex and Renovations, 2131 W. Monroe St, Chicago, IL 60612, Project #05445. The following are included as Additional Insured to Pollution Liability on a Primary and Non-Contributory basis as required by written contract with respects to work performed by the Named Insured: See attached.

<b>CERTIFICATE HOLDER</b>  PUBLIC5  Public Building Commission of Chicago 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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**NOTEPAD:**

HOLDER CODE PUBLIC5  
INSURED'S NAME K.R. Miller Contractors, Inc.

MILLKC1  
OP ID: SM

PAGE 2  
Date 06/30/2023

Additional Insureds: Public Building Commission of Chicago; the Board of Education of the City of Chicago; their respective board members, employees, elected officials, officers or representatives, along with any other User Agency or others as may be required through written contract by the Public Building Commission of Chicago.

A Waiver of Subrogation in favor of the Additional Insureds is included under the Pollution Liability coverage as required by written contract.



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2023

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

AGENCY <b>AssuredPartners - Palatine IL</b> dba Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067-7416 Carl E. Dohn Jr.		PHONE (A/C, No, Ext): <b>847-303-6800</b>		COMPANY <b>Continental Casualty Co A XV</b> 801 Warrenville Road, Suite 70 Lisle, IL 60532	
FAX (A/C, No): <b>847-303-6963</b>		E-MAIL ADDRESS:			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: <b>MILLKC1</b>		LOAN NUMBER		POLICY NUMBER <b>7039869879</b>	
INSURED  <b>K. R. Miller Contractors, Inc.</b> <b>5513 N Cumberland Ave Ste 707</b> <b>Chicago, IL 60656</b>		EFFECTIVE DATE <b>07/31/23</b>	EXPIRATION DATE <b>08/11/24</b>	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

### PROPERTY INFORMATION

LOCATION/DESCRIPTION <b>2131 W Monroe St</b> <b>Chicago, IL 60612</b>	<b>Contract #C1604</b> <b>Robert Nathaniel Dett Elementary</b> <b>School Annex and Renovations</b>
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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Bullders Risk	30,522,000	10,000
Existing Structure	1,000,000	10,000
Transit	250,000	10,000
Temporary Storage	250,000	10,000

### REMARKS (Including Special Conditions)

Additional Named Insured: Board of Education of the City of Chicago.

Permission to Occupy Endorsement

### CANCELLATION

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

### ADDITIONAL INTEREST

NAME AND ADDRESS  <b>Public Building Commission of</b> <b>Chicago</b> <b>50 W Washington St Rm 200</b> <b>Chicago, IL 60602</b>	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> <b>Add'l Named Insured</b>
	LOAN #	
AUTHORIZED REPRESENTATIVE 		



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such written contract; or
  - B. in the performance of your work subject to such written contract, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the written contract requires you to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.
- II. But if the written contract requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of your work that is subject to such written contract.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the written contract; or
  - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16)

Page 1 of 2

National Fire Insurance of Hartford


Insured Name: K.R. Miller Contractors, Inc.

Policy No: 7036817009

Endorsement No:

Effective Date: 04/15/2023



	<p style="text-align: right;"><b>CNA PARAMOUNT</b></p> <p style="text-align: center;"><b>Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement</b></p>
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**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the bodily injury or property damage; or
  2. the offense that caused the personal and advertising injury;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2


National Fire Insurance of Hartford

Policy No: 7036817009

Endorsement No:

Effective Date: 04/15/2023

Insured Name: K. R. Miller Contractors, Inc.

	<b>CNA PARAMOUNT</b>  <b>Contractors' General Liability Extension Endorsement</b>
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- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

### 23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

### 24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

### 25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the Named Insured's ongoing operations; or
2. your work included in the products-completed operations hazard.

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

1. is in effect or becomes effective during the term of this Coverage Part; and
2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

### 26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

1. Bodily Injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor

CNA74705XX (1-15)  
Page 16 of 17  
National Fire Insurance of Hartford

Policy No: 701367817009  
Endorsement No:  
Effective Date: 04/15/2023

Insured Name: K.R. Miller Contractors, Inc.

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**Business Auto Policy**  
Policy Endorsement

**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS**

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

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an insured under any other liability "policy" providing auto coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. **Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: 6036816989

Policy Effective Date: 04/15/2023

Endorsement No: Page: 1 of 4

Policy Page:

Underwriting Company: National Fire Insurance of Hartford

COI\_KRM\_DeletAnnexandRenovations\_C1604\_JLB\_20240110



**Business Auto Policy  
Policy Endorsement**

(4) Your employees may know of an accident or loss. This will not mean that you have such knowledge, unless such accident or loss is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(6) Your employees may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

**C. Concealment, Misrepresentation or Fraud**

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

**E. Policy Period, Coverage Territory**

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

Section V. paragraph C. is deleted and replaced by the following:

**Bodily Injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: 7036816989

Policy Effective Date: 04/15/2023

Endorsement No: Page: 4 of 4

Policy Page:

Underwriting Company: National Fire Insurance Company of Hartford  
K-R, Miller Contractors, Inc.

COI\_KRM DeltE S Annex and Renovations C1604 - JLB - 2024-196



Workers Compensation And Employers Liability Insurance  
Policy Endorsement

**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.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)	Endorsement Expiration Date:	Policy No: 7036817012
Endorsement Effective Date:		Policy Effective Date: 04/15/2023
Endorsement No: Page: 1 of 1		Policy Page:
Underwriting Company: Valley Forge Insurance Company		
COI_KRM_BelleAnnexandRenovations_C1604_JLB_20240110 M.R. Miller Contractors, Inc.		



## CNA Paramount Excess and Umbrella Liability Policy

or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

### 3. Cooperation

With respect to both Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability, the Named Insured will cooperate with the Insurer in addressing all claims required to be reported to the Insurer in accordance with this paragraph O. Notice of Claims/Crisis Management Event/Covered Accident, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

### P. Notices

Any notices required to be given by an Insured shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

### Q. Other Insurance

If the Insured is entitled to be indemnified or otherwise insured in whole or in part for any damages or defense costs by any valid and collectible other insurance for which the Insured otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a claim, incident or such event covered by such other insurance.

With respect to Coverage A - Excess Follow Form Liability only, if:

- a. the Named Insured has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. Underlying Insurance includes that person or entity as an additional insured; and
- c. Underlying Insurance provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

### R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current policy period. Premium charges may be paid to the Insurer or its authorized representative.

### S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a Named Insured, or chartered by or for a Named Insured, will be treated in the same manner as though the action were *in personam* against the Named Insured.

### T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the First Named Insured, this insurance applies:

- 1. as if each Named Insured were the only Named Insured; and
- 2. separately to each Insured against whom a claim is made.

### U. Transfer of Interest

Form No: CNA75504XX (03-2015)

Policy Page:

Underwriting Company: The Continental Insurance Company

K.R. Miller Contractors, Inc.

Policy No: 7036816992

Policy Effective Date: 04/15/2023

Policy Page:

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CNA Paramount Excess and Umbrella Liability Policy

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the Named Insured's representations as to existing hazards, if the Named Insured should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the Named Insured has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. is in effect or becomes effective during the policy period; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the Named Insured's goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
B. regarding web-sites, only that part of a web-site that is about the Named Insured's goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an Insured is required to submit by statute or court rule or to which an Insured has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any executive officer, member of the Named Insured's risk management or in-house general counsel's office, or any employee authorized by the Named Insured to give or receive notice of a claim.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, auto does not include mobile equipment.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

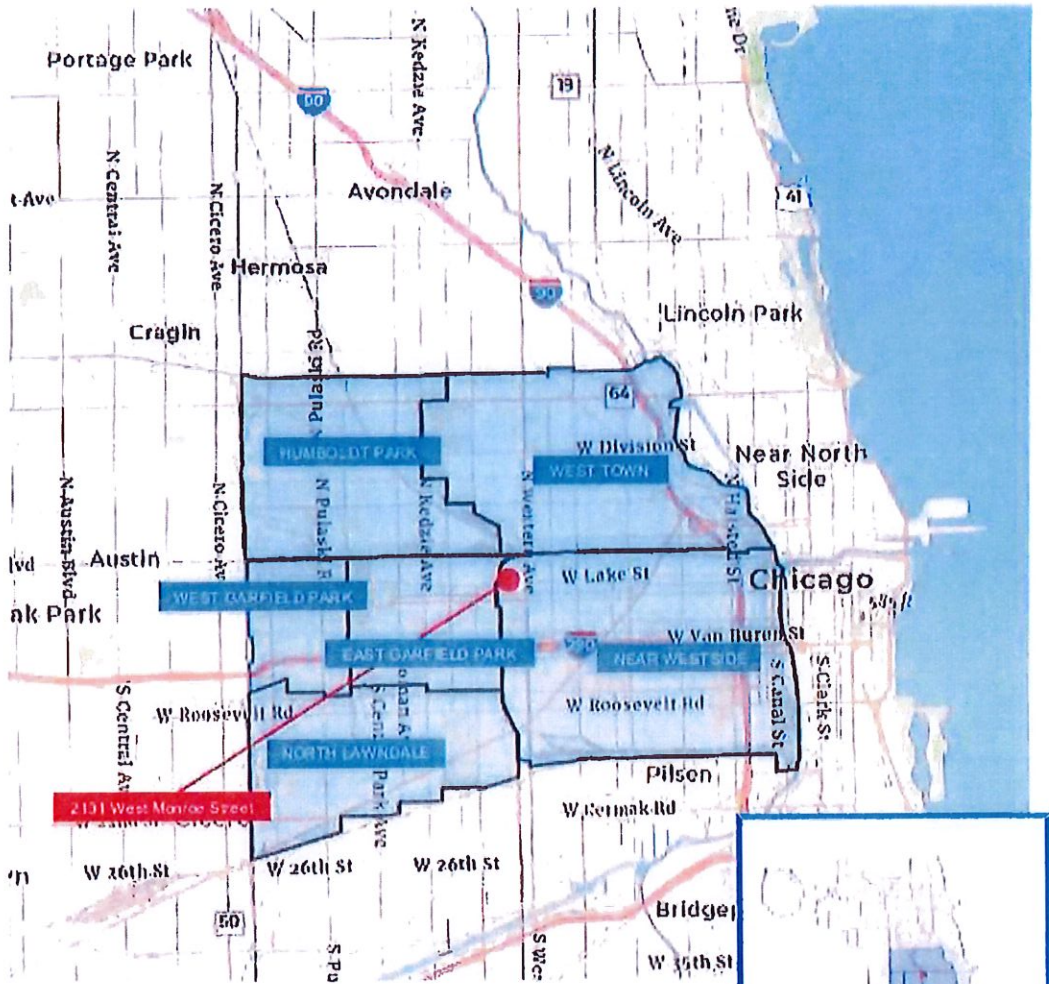
- A. suit; or

Form No: CNA75504YX (03-2015)
Policy Page:
Underwriting Company: The Continental Insurance Company
K.R. Miller Contractors, Inc.

Policy No: 7036816992
Policy Effective Date: 04/15/2023
Policy Page:

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #3 PROJECT COMMUNITY AREA MAP



# Robert Nathaniel Dett Elementary School Annex & Renovations

- Robert Nathaniel Dett E.S. 2131 West Monroe Street
- Community Areas





PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #4 ASSIST AGENCIES

 <b>PBC ASSIST AGENCIES</b> Assist agencies are chambers of commerce and not-for-profit agencies that represent the interests of small, minority- and/or women-owned businesses. For the most up-to-date contact information, visit <a href="http://pbcchicago.com/doing-business/assist-agencies/">pbcchicago.com/doing-business/assist-agencies/</a>		
P.O. Box 103070 Chicago, IL 60687	<b>African American Contractors Association</b> Onna Stines (312) 915-3350	assna@att.net assna@att.net
12070 S Marshfield Ave Columar Park, IL 60627	<b>Black Contractors United</b> Carole Williams (708) 389-5330	bcunet@att.net blackcontractorsunited.com
1013 S Michigan Ave Chicago, IL 60605	<b>CANDO Corporation</b> Ladette Hill (312) 493-9338	lhill@cando.org
200 E 70th St Chicago, IL 60649	<b>Chatham Business Association: Small Business Development, Inc.</b> Melinda Kelly (773) 914-9206	melindakelly@cbaworks.org cbaworks.org
210 West Jackson Boulevard Suite 500 Chicago, IL 60606	<b>Chicago Minority Supplier Development Council</b> Vince Williams (312) 753-2556	info@chicagoMSDC.org chicago.msd.org
4300 S Michigan Ave, 3rd Floor Chicago, IL 60653	<b>Chicago Urban League</b> Jaron Johnson (773) 451-3339	jjohnson@chicagourbanleague.org thechicagourbanleague.org
2444 W 16th St Chicago, IL 60608	<b>Chicago Women In Trades</b> Dyane Velazquez (312) 942-8484	joellings@cwit2.org chicagowomenintrade2.org
3815 Edwards Road, 0910 Cincinnati, OH 45229	<b>ContractConnect</b> Amanda Beyer (513) 458-8837, Extension 5108336	amanda.beyer@contractconnect.com ContractConnect.com
202 S Halsted St Chicago Heights, IL 60411	<b>Construction Business Development Center at Prairie State College</b> Paul Marzagh (708) 709-1692	pmarzagh@prairiestate.edu prairiestate.edu
4210 W Irving Park Rd Chicago, IL 60641	<b>Federation of Women Contractors</b> Jaime Neely (312) 360-8122	info@fwcchicago.com fwcchicago.com
650 W Lake St, 0415 Chicago, IL 60661	<b>Hispanic American Construction Industry Association</b> Juan Calahorra (312) 573-0389	jcalahorra@haciaworks.org haciaworks.org
2301 South Lake Shore Drive Lakeview Center, Chicago, IL 60606	<b>HIRE360 Chicago</b> Deborah Whitaker (312) 575-2500	dwhitaker@hire360chicago.com biz@hire360chicago.com
401 Harrison Blvd, 0100 Pearl, IL 61602	<b>Illinois Black Chamber of Commerce</b> Kenyatta Fisher (309) 740-4430	info@illinoisblackchamber.org illinoisblackchamber.org
3512 W Fullerton Ave Chicago, IL 60647	<b>Latin American Chamber of Commerce</b> D. Lorenza Padron (773) 252-5211	dflorenzapadron@laccua.com laccua.com
930 E 50th St Chicago, IL 60615	<b>Rainbow/PUSH Coalition</b> John Mitchell (773) 256-2666	johnmitchell@rainbowpush.org rainbowpush.org
1750 E 71st St Chicago, IL 60649	<b>South Shore Chamber, Inc.</b> Tanya Trice (773) 955-9508	trice@southshorechamberinc.org southshorechamberinc.org
8 S Michigan Ave, 4020 Chicago, IL 60603	<b>Women's Business Development Center</b> Fleeta Curry (312) 653-1477	Fcurry@wbdc.org wbdc.org
200 Circle Ave Forest Park, IL 60130	<b>Women Construction Owners &amp; Executives</b> Mary Kay Miraghan (708) 386-1250	miraghan@wcoe.org wcoe.org
1250 Grove Ave, 0200 Barrington, IL 60010	<b>U.S. Minority Contractors Association</b> Lany Bullock (847) 652-5010	lanybullock@usaminoritycontractors.org usaminoritycontractors.org

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