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# TO BE EXECUTED IN DUPLICATE

BOOK 1:

# PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

### CONTRACT NO. C1602R

KENWOOD ACADEMY LINK AND MECHANICAL PROJECT 5015 SOUTH BLACKSTONE AVENUE CHICAGO, IL 60615 PROJECT #05326

# PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Brandon Johnson Chairman

Ray Giderof Acting Executive Director

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

ISSUED FOR BID ON FEBRUARY 8, 2024

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

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### I. INTRODUCTION

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

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

# II. PROJECT INFORMATION

# A. General Information

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

# CONTRACT NO. C1602R

# KENWOOD ACADEMY LINK AND MECHANICAL PROJECT 5015 SOUTH BLACKSTONE AVENUE CHICAGO, IL 60615 PROJECT #05326

2. General Description of Scope of Work:

The project entails constructing an enclosed second level link between the main Kenwood Academy building and the Canter building along with associated site enhancements for landscaping and parking. Interior scope consists of HVAC improvements of mechanical units for the Athletic Wing of the school. Locker/Team/Trainer Room Conversion (3 areas): Renovated Trainer Room, Enlarged Teams Lockers, Renovated Electrical Room for Link/MEP, Lighting, ADA Scope. This Project includes a Phasing Plan.

- 3. Construction Budget for Base Work Only: **\$10,500,000.00** (excluding Allowances and Commission's Contract Contingency Funds).
- 4. User Agency: Chicago Public Schools
- 5. Project is located in Ward: 4
- 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 Patricia Montenegro, PBC Contract Officer at: <a href="mailto:patricia.montenegro@cityofchicago.org">patricia.montenegro@cityofchicago.org</a>.
- Contract Documents Availability: Documents are available at: Aloha Document Services, Inc. dba Aloha Print Group, 141 West Jackson Boulevard, Suite A100A, Chicago, IL 60604. Contact name: Virginia (Ginger) Peak. Telephone number: 312-542-1300 or <u>orders@alohaprintgroup.com</u>.

Planroom: https://sites.google.com/alohaprintgroup.com/pbc-c1602r/home

- 9. Pre-Bid Meeting Date, Time, and Location: Thursday, February 15, 2024, at 2:00p.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.21.
- 10. Technical Review Meeting Date, Time, and Location: Thursday, February 15, 2024, at 2:30p.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.21.

11. Site Visit Date, Time, and Location: Monday, February 19, 2024, at 9:00a.m. at the Kenwood Academy High School, located at 5015 South Blackstone Avenue, Chicago, Illinois 60615. Contractors are to enter through the Main Entrance (Door #1).

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.

#### \*NOTES REGARDING MEETINGS:

- a. Meetings referenced in Items #9 Pre-Bid and #10 Technical Review above are NOT mandatory.
- b. Subcontractors and Suppliers are encouraged to attend the meetings.
- c. Proper PPE must be worn at all times on the site.
- d. Bidders shall comply with all COVID-19 protocols in accordance with CDC guidelines.

# 12. PBC Class A Prequalified Bidders for the KENWOOD ACADEMY LINK AND MECHANICAL PROJECT are listed below:

#### Class A

All-Bry Construction Company; All Construction Group; Berglund Construction Company; Blinderman Construction Company, Inc.; BOWA Construction; Brandenburg Industrial Service Company; Broadway Electric, Inc.; Burling Builders, Inc.; Clark Construction Group – Chicago, LLC; F.H. Paschen, S.N. Nielsen & Associates, LLC; Friedler Construction Company; Gilbane Building Company; GMA Construction Group; Henry Bros. Co.; Hunt Construction Group, Inc.; James McHugh Construction Company; K.R. Miller Contractors, Inc.; Path Construction Company, Inc.; Powers & Sons Construction Company, Inc.; The George Sollitt Construction Company; Turner Construction Company; Tyler Lane Construction, Inc.; UJAMAA Construction, Inc.; Walsh Construction Company II

 Bid Due Date and Public Bid Opening Date, Time, and Location: Bids are due Friday, March 8, 2024 at 11:00a.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 (TIF)

 Pre-Award Meeting Date, Time, and Location: A Pre-Award meeting is tentatively scheduled for Monday, March 11, 2024 at 10:00a.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.21.

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

- a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
- b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D
- c. Provide and be prepared to discuss the Schedule of Values for the project
- Notice of Award is anticipated to be issued following the March 2024 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:	Kenwood Academy Link and Mechanical Project ZOOM
Meeting Phone Number:	312-626-6799
Meeting ID:	874 9745 7163
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.

### 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 May 30, 2025. Schedule Milestones must be completed as follows:

Milestone Descriptions	Milestone Dates
Milestone#1:Pre-ConstructionActivities,includingPermitting,Mobilization, Critical Submittals•April 1, 2024 – April 30, 2024Start no sooner than April 1, 2024	April 30, 2024
Milestone #2: Selective Interior Renovations and North Parking Lot <ul> <li>June 17, 2024 – August 18, 2024</li> </ul> <li>Start no sooner than June 17, 2024</li>	August 18, 2024
Substantial Completion: New Link, Central Parking Lot and MEP Work         April 30, 2024 – May 30, 2025         Start no sooner than April 30, 2024	May 30, 2025

### F. Commission's Contract Contingency

- 1. The Commission's Contract Contingency for this Project is: **\$338,000.00.**
- 2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be part of the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

### G. Copies of Drawings and Specifications Furnished

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

### H. Liquidated Damages

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph E above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of \$1,500.00 per day per Milestone and \$1,500.00 per day for Substantial Completion date that was 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.

- 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

 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 <u>https://www.illinois.gov/idol</u> 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 <u>patricia.montenegro@cityofchicago.org</u> no later than **February 21, 2024 at 4:00p.m.** 

### B. Interpretations of Addenda

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

Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission and available on PBC's website at: <u>http://www.pbcchicago.com</u>. 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

 The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.

- 2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.
- 3. The Bidder must provide the following item(s) with your Bid Submission:
  - a. Copy of current Contractor's General Contractor License.

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

### E. Preparation of Bid

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

### F. Bid Deposit

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

### 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 complied through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. In order to comply with the Community Hiring requirement, the Contractor must hold a minimum of (2) application intake sessions in the designated Project Community as depicted on Exhibit (3) and compile an applicant database.
- 4. {INTENTIONALLY OMITTED}

### K. Disclosure of Retained Parties

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

### L. Submission of Bid

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, in a single searchable .pdf via email to: bids@pbcchicago.com and patricia.montenegro@cityofchicago.org.

Bidders who are unable to submit their bids electronically may request instructions for submitting a "hard copy" of their bid in writing to Patricia Montenegro, Deputy Director of Procurement at <u>patricia.montenegro@cityofchicago.org</u>.

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

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

### M. Withdrawal of Bids before Bid Opening

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

### N. Opening of Bids

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

### O. Evaluation of Bids

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

### Q. Performance and Payment Bond and Insurance

- 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 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

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

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

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

### S. Licensing

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

### 1.

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

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

#### U. Alternates-Commission Discretion

{INTENTIONALLY OMMITTED}

# V. Project Labor Agreement (PLA)

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

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

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

### IV. BID AND EXECUTION DOCUMENTS

### A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1602R, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d) Plans and Drawings, and e) Addenda Nos. (None unless indicated here)

1, 2**, 3** 

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 **KENWOOD ACADEMY LINK AND MECHANICAL PROJECT** located at the Site designated as required by and in strict accordance with the Contract Documents for Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the Contract Price listed on the next page.

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

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

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

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

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

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

# B. BID FORM - KENWOOD ACADEMY LINK AND MECHANICAL PROJECT

PROJECT	ΝΔΜΕ·	Kenwood Academy Link and Mechanical Project		
		C1602R		
CONTRAC				
PROJECT	NO:	05326		
		BID FORM		
		(For Electronic Submission)		
LINE	DESCRIPTION			AMOUNT
1	Base Work Only		\$	9,512,000.00
•	Duse Work only		Ψ	7,012,000.00
2	Commission's Con	tract Contingoncy	\$	338,000.00
2	Commission's Con		<b>Ф</b>	330,000.00
n	Sitework Allowance		¢	100 000 00
3	SILEWULK Allowallus	5	\$	100,000.00
			<b>•</b>	10,000,00
4	Camera Allowance		\$	10,000.00
5	Environmental Allo	wance	\$	25,000.00
6	TOTAL BASE BID	(equals Line 1 through 5)	\$	9,985,000.00
7		RITERIA FIGURE (based on Line 1)	\$	9,605,570.00
-		Accepted by the Commission		Х
		SURETY INFORMATION		
		(Provide Legal Name and address of Surety)		
Name:		Continental Casualty Company		
Address:		151 N. Franklin Street, Chicago, Illinois 60606		
		BIDDER'S INFORMATION		
Firm Name:		F.H. Paschen, S.N. Nielsen & Associates LLC		
Date:		3/8/2024		
D'a la la la la		NOTES/INSTRUCTIONS		
	ing your bid electronically, pleat 1. Base Work Only Amount, Su	se do the following: irety Information section, and Bidder's Information section have been populated.		
2. Save the file				
3. Convert the	file to PDF. / of the Bid Form within the sca	anned copy of the hid		
5. Attach the P	DF version, along with the sca	nned copy of the bid.		
		atricia.montenegro@cityofchicago.org.		
	Base Work Only	For Base Work only, enter numbers without decimals or commas. (ie For Base Bid of \$100,0		00000)
Light Blue				
Light Yellow				
Orange	Total Base Bid	Equals Line 1 through 5. Total Base Bid automatically populates.	f	11. J. (21. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
Green	Total Award Criteria Figure	Based on Line 6 (Totat Base Bid figure). Total Award Criteria Figure automatically populates	nom Award C	mena Figure worksheet.

PROJECT NAME:	Kenwood Academy Link and Mechanical Project	
CONTRACT NO:	C1602R	
PROJECT NO:	05326	
TROSECTINO.	AWARD CRITERA FIGURE FORMULA	
	(For Electronic Submission)	
		FORMULA
Line 1. (Based on To	otal Base Bid)	\$9,985,000.00
Line 2. Minority Journeyma	n (Maximum figure 0.70)	0.40
Line 3. Multiply Line 2 by L	ine 1 by 0.04	\$159,760.00
		\$9,985,000.00
Line 4. Minority Apprentice	(Maximum figure 0.70)	0.50
Line 5. Multiply Line 4 by L	ine 1 by 0.03	\$149,775.00
		\$9,985,000.00
Line 6. Minority Laborer (M	laximum figure 0.70)	0.70
Line 7. Multiply Line 6 by Li	ne 1 by 0.01	\$69,895.00
		\$9,985,000.00
Line 8. Female Journeyma	n (Maximum figure 0.15)	0.00
Line 9. Multiply Line 8 by Li	-	\$0.00
		\$9,985,000.00
Line 10. Female Apprentice	-	0.00
Line 11. Multiply Line 10 by	y Line 1 by 0.03	\$0.00
		\$9,985,000.00
Line 12. Female Laborer (N	Aaximum figure 0.15)	0.00
Line 13. Multiply Line 12 by	Line 1 by 0.01	\$0.00
		\$9,985,000.00
Line 14. Total of Lines 3, 5	, 7, 9, 11, and 13	\$379,430.00
Line 15. Total Award Criteri	a	\$9,605,570.00
TOTAL AWARD CRI	TERIA (Line 15)	\$9,605,570.00
	Accepted by the Commission	Х
	BIDDER'S INFORMATION	
Firm Nam Date		
	NOTES/INSTRUCTIONS	
<ul> <li>a. Ensure Lines 2, 4, 6,</li> <li>b. Save the file.</li> <li>c. Convert the file to PD</li> <li>d. Include copy of the Ave</li> <li>e. Attach the PDF version</li> </ul>	bid electronically, please do the following: 8, 10, and 12 in the Formula column and the Bidder's Information section have been populated. PF. ward Criteria Figure worksheet within the scanned copy of the bid. on, along with the scanned copy of the bid. bbchicago.com and patricia.montenegro@cityofchicago.org.	
	Base Bid) automatically populates from Bid Form.	
	es 2, 4, 6, 8, 10, and 12 (fields shaded Light Green).	
4. Lines 2, 4, 6, 8, 10, and 1	12 are to be entered in decimals. (ie 5% participation = 0.05, 15% participation = 0.15, 50% participation	oation = .50)
5. TOTAL AWARD CRITE	RIA automatically populates.	

# C. SITEWORK ALLOWANCE SCHEDULE

# KENWOOD ACADEMY LINK AND MECHANICAL PROJECT - \$100,000.00 ALLOWANCE

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

Item No.	Description of Work	Unit(s)	Unit Price
24	Furnish, place and compact aggregate material CA-6 (RECYCLED)	Ton	\$22.00
25	Furnish, place and compact aggregate material CA-6 (VIRGIN)	Ton	\$26.00
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 guantities	Per Day	\$2,000.00
32	Site Survey - Survey crew for verification of excavation and backfill quantities	Half Day	\$1,000.00
33	Street restoration per CDOT standards – Demolition, milling, grinding and disposal of existing asphalt. Furnish and place 1-1/2-inch Asphalt Binder Course and 1-1/2-inch Asphalt Surface Course.	Square Yard	\$185.00
34	Street restoration per CDOT standards – Furnish and place 10-inch PCC Base Course, Work includes joints, structure isolation box, structure adjustment, epoxy coated bars, and epoxy coated dowels, as required.	Square Feet	\$6.00
35	Street restoration per CDOT standards – Furnish and place 10-inch PCC Base Course, 1-1/2-incyh Asphalt Binder Course and 1-1/2-inch Asphalt Surface Course. Work includes joints, structure isolation box, structure adjustment, epoxy coated bars, and epoxy coated dowels, as required.	Square Yard	\$250.00
36	Demolition, removal, handling, loading, transportation, and disposal of underground cobblestones and remnants.	Cubic Yards	\$90.00
37	Demolition, removal, handling, loading, transportation, and salvage of underground cobblestones and remnants.	Cubic Yards	\$30.00
38	Street restoration per CDOT standards – Furnish and place concrete curb and gutter.	Linear Feet	\$20.00
39	Concrete Cutting – Concrete Cutting crew to perform saw cut boundaries.	Half Day	\$800.00
40	Transport and Dispose of Hazardous Lead-Impacted Soil at an Illinois Treatment Facility	Per ton of soil	\$160.00

# 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. CAMERA ALLOWANCE

Camera Allowance Amount is for total of up to \$10,000.00.

### E. ENVIRONMENTAL ALLOWANCE

Environmental Allowance Amount is for total of up to \$25,000.00.

# F. ALTERNATES

{INTENTIONALLY OMMITTED}

### G. ACCEPTANCE OF THE BID

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the 13. Mathematical Action (2) original counterparts the second data (2) origina

PUBLIC BUILDING COMMISSION OF CHICAGO Ita Pat Chairman Mary Pat Wilry, Secretary randon **CONTRACTING PARTY** 5515 N. East River Road, Chicago, IL 60656 F.H. Paschen, S.N. Nielsen & Associates LLC Address **Contractor Name** IF A CORPORATION: Name: Title: Signature: ATTEST BY: Secretary IF A PARTNERSHIP 5515 N. East River Road, Chicago, IL 60656 artner (Signature) Roland Schneider, Authorized Agent & VP Address Partner (Signature) Address Partner (Signature) Address IF A SOLE PROPRIETORSHIP: Address Signature **NOTARY PUBLIC** County of Cook State of IL 8th day of March 20 24 Subscribed and sworn to before me on this (SEAL) LEEN PATTISON TIAT Notary Public Signature OT LICIAL SEAL Not my Public, State of Illinois **Commission Expires** Commission Expires: August 24, 2026 MV August 24, 2026 APPROVED AS TO FORM AND LEGALITY June 17, 2024 Lubett Date: Neal & Leroy, LLC

Date of Issue. February 8, 2024 PBC C1602R\_Kenwood Academy Link and Mechanical Project Book 1 Instructions to Bidders

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### CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a resolution of the Directors of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC on October 11, 2023.

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

James V. Blair	Agent
James J. Habschmidt	Agent
Joseph V. Scarpelli	Agent
Robert F. Zitek	Agent
Charles Freiheit	Agent
Roland Schneider	Agent
Leo J. Wright	Agent
Michael Kusbel	Agent
David Alexander	Agent

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

Tedd Bloom	Agent	Ronald Rydosz	Agent
Jeremy Seyller	Agent	Matthew Moss	Agent
Wayne Thompson	Agent	Timothy B. Stone	Agent
Francis Mullaghy	Agent	Sean Woods	Agent
William Rocha	Agent	Joseph Schmitz	Agent
Kenneth Swartz	Agent	Joshua Curran	Agent
James Reitz	Agent		

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

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

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 12th day of October, 2023.

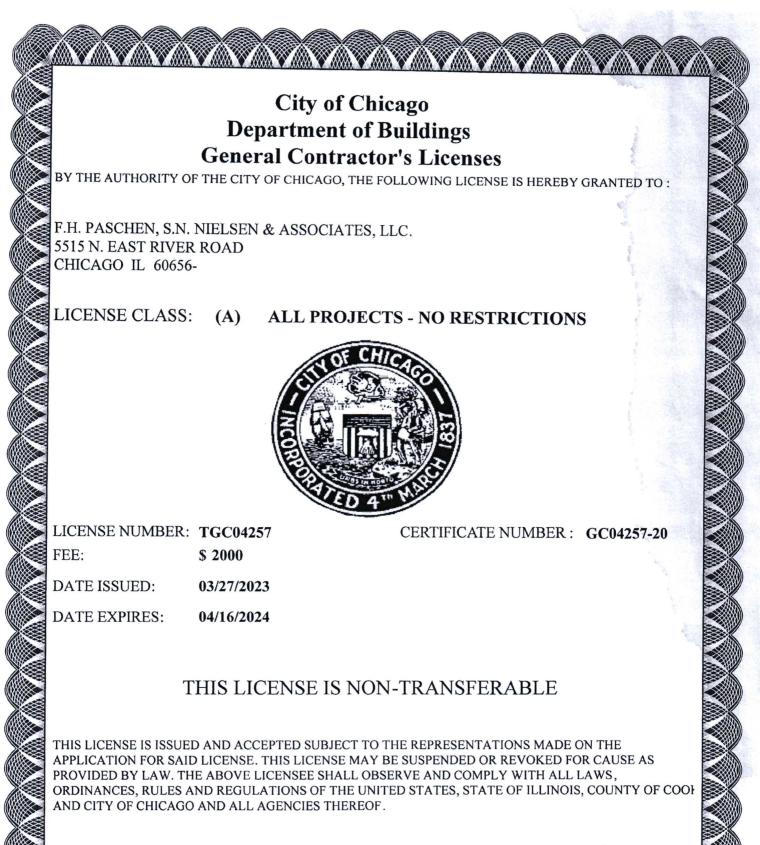
James Habschmidt

Secretary

State of Illinois County of Cook Subscribed and sworn to before me this 12th day of October, 2023.

KATHLEEN PATTISON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires August 24, 2026

otary Public



Lori E Lightfoot Mayor

Matthew W. Beaudet

Matthew Beaudet Commissioner

# V. BID SUPPORT DOCUMENTS

# A. Basis of Award (Award Criteria Figure)

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

# 1. Instructions

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

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

# 2. Award Criteria Figure Formula

	gare i ormana	0.00
Line 1.	TOTAL BASE BID (Refer to Line 8 of BID FORM), in figures	7985000
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)	<i>,</i> Ц
Line 3.	Multiply Line 2 by Line 1 by 0.04	159760
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)	. 5 149 775
Line 5.	Multiply Line 4 by Line 1 by 0.03	149 775
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)	۲ ،
Line 7.	Multiply Line 6 by Line 1 by 0.01	69 895
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)	0
Line 9.	Multiply Line 8 by Line 1 by 0.04	0

Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	8
Line 11.	Multiply Line 10 by Line 1 by 0.03	0
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	0
Line 13.	Multiply Line 12 by Line 1 by 0.01	0
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	379 430
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	9605570
	Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$	9605570

#### 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:

L

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

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

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:

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

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

### 5. Reporting

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

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

### 6. Major Trades

Asbestos Workers	Metal Panels
Carpentry	Ornamental Fencing
Electrical	Painting
Excavation	Plumbing
Glaziers	Roofers
Masonry	Structural Steel
Mechanical	

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	
Electricians	25%	
Roofers	35%	
Glazers	25%	
Sprinkler Fitters	35%	

# VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

### Affidavit of Non-collusion

STATE OF ILLINOIS	}	
COUNTY OF COOK	} SS }	
Roland Schneider		, being first duly sworn, deposes and says that
(1) He/Sohxe is		

Authorized Agent & VP (Owner, Partner, Officer, Representative or Agent) of F.H. Paschen, S.N. Nielsen & Associates LLC the Bidder that has submitted the attached Bid:

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

(Signed)

Roland Schneider, Authorized Agent & VP					
(Title)					
Subscribed and sworn to before me this	8th	_ day of	March	_20	24
Subscribed and sworn to before me this					
The much love -	-				

Notary Public (Title) My Commission expires: August 24, 2026



# 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.

Α.	Na	me of joint venture				
Β.	Ade	dress of joint venture				
C.	Pho	one number of joint venture				
D.	lde	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.	Nat	ture of joint venture's business				
F.	Pro	vide 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%				
	<ol> <li>Other applicable ownership interests, including ownership options or other agreements which restrict ow control.</li> </ol>					

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

are	e resp	of and participation in this Contract: Identify by name, race, sex, and "firm" those individ onsible for day-to-day management and policy decision making, including, but not lim ibility for:				
1.	Financial decisions					
2.	Ма	nagement 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.	Sup	Supervision of field operations				
5.	Sup	Supervision of office personnel				
6.	will	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 employe of the majority firm or the joint venture.		r they will be employee:			

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

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

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

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

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

Name of Project:	Kenwood Academy Link and Mechanical Project / Contract No. C1602R			
Project Number:	05326			
FROM:				
(Name of MBE or WBE)	MBE WBE			
TO:				
F.H. Paschen, S.N. Niels (Name of Bidder)	sen & Associates LLC_and Public Building Commission of Chicago			
The undersigned intends	to perform work in connection with the above-referenced project as (check one):			
a	Sole Proprietora Corporation			
a	Partnershipa Joint Venture			
	s 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 Venture Affidavit, is provided.			
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.				
The above-described sen Documents.	vices or goods are offered for the following price, with terms of payment as stipulated in the Contract			

### 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.

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

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

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

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

BY:

Name of MBE/WBE Firm (Print)	Signature
Date	Name (Print)
Phone	
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	

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

Name of Project: \_Kenwood Academy Link and Mechanical Project / C1602R

STATE OF ILLINOIS }
SS
COUNTY OF COOK }

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

 Authorized Agent & VP, Roland Schneider

 Title and duly authorized representative of

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

 Name of General Contractor whose address is

5515 N. East River Road

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
Oliver	Masary	\$ 185,000-	\$
MIDHAY	Envjournatel	\$ 65.50	\$
Wolf	Cleating Nat. Cleating	\$211,948	\$
Taylor	Clectic	\$)04,481	\$
Legad	Paint	\$ 40,000	\$
Leger Power	Rosting	\$ [81,000-	\$
Orniz	MUA C	\$610,000	\$
Pern	mise steen	\$ 119930	\$
	Total Net MBE/WBE Credit	\$	\$
	Percent of Total Base Bid	%	%

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

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

Name of Project: Kenwood Academy Link and Mechanical Project / C1602R

STATE OF ILLINOIS }
SS
COUNTY OF COOK }

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

Authorized Agent & VP, Roland Schneider	
Title and duly authorized representative of	
F.H. Paschen, S.N. Nielsen & Associates LLC	
Name of General Contractor whose address is	
5515 N. East River Road	

in the City of <u>Chicago</u>, State of <u>Illinois</u> 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
Somehan	Hma	\$ 69243	\$
Cardinal	Callscope	\$211743	\$
Daste	Glass	\$ 174889	\$
ARLorp	Steel	\$67500	\$
Anonix	elect. c	\$	\$152314
Collins	Carthan	\$	\$534832
K31	smilleub-th	\$	\$ 16 700
Schmin	PARS	\$	\$ 46200
	Total Net MBE/WBE Credit	\$2648=34	\$ 749846
	Percent of Total Base Bid	21, %	6 %

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.

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

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

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

BY:

Signature

F.H. Paschen, S.N. Nielsen & Associates LLC Name of Contractor (Print)

March 8, 2024 Date

773-444-3474 Phone

IF APPLICABLE:

BY:

Roland Schneider,	Authorized Agent & V	'P
Name (Print)		

Joint Venture Partner (Print)

Date

Name (Print)

Signature

Phone/FAX

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

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

Date: March 8, 2024

Ray Giderof, Acting Executive Director Public Building Commission of Chicago Richard J. Daley Center 50 W. Washington Street, Room 200 Chicago, IL 60602

Dear Mr. Giderof:

RE: Contract No. C1602R

Project Title: Kenwood Academy Link and Mechanical Project

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

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

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

Sincerely ignature

Roland Schneider Print Name

Authorized Agent & VP Title

F.H. Paschen, S.N. Nielsen & Associates LLC Name of Firm

### **Disclosure of Retained Parties**

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

### A. Definitions and Disclosure Requirements

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

#### B. Certification

Contractor hereby certifies as follows:

- 1. This Disclosure relates to the following transaction: \_\_\_\_
  - a. Description of goods or services to be provided under Contract
- 2. Name of Contractor: \_\_\_\_
- 3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

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

### **Retained Parties:**

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

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

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

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

Signature	Date
Name (Type or Print)	Title
Subscribed and sworn to before me this day of	, 20 (SEAL)
Notary Public	

Commission expires:

Contract No. C1602R

#### PERFORMANCE AND PAYMENT BOND

Contract No.

C1602R

Bond No. 30213374-285074273-9405040

KNOW ALL MEN BY THESE PRESENTS, that we, <u>F.H. Paschen, S.N. Nielsen & Associates, LLC</u> a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_\_\_, with offices in the City of <u>Chicago</u>, State of \_\_\_\_\_\_\_, as

Principal, and	
Continental Casualty Company &	
Liberty Mutual Insurance Company &	
Fidelity and Deposit Company of Maryland	

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

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated <u>March 12, 2024</u>, for the fabrication, delivery, performance and installation of:

Kenwood Academy Link and Mechanical Project

5015 South Blackstone Avenue

Chicago, Illinois 60615

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 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. C1602R

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 <u>NINE MILLION NINE HUNDRED EIGHTY-FIVE</u> <u>THOUSAND DOLLARS AND NO CENTS</u> shall secure the payment of all sums due of and by the Principal under the Contract and guarantee the faithful performance of the Contract.

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

Contract No. C1602R

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this <u>March 13</u>, 2024 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body. WITNESS:

	BY	(Seal)
Name	Individual Principal	
Business Address	Individual Principal	
City State		
CORPORATE SEAL		
ATTEST: By fatalum Patt rom	F.H. Paschen, S.N. Nielsen & Associates, LLC Principal BY	
Kathleen Pattison, Asst. Secretary	Roland Schneider, Authorized Agent & V	P
Title	Title	
	(JV Partner, if appl Principal	icable)
BY	BY	
Title By Agy It land	Title Continental Casualty Company, Libe Insurance Company & Fidelity and E Company of Maryland Corporate Surety BY	
Gary Eklund 3560 Lepox Road, Atlanta, GA 30326	Adrienne C. Stevenson Attorney-in-Fact	
Business Address	Title	
	CORPORATE SEAL	
FOR CLAIMS ( <i>Please print</i> ): Contact Name:James Matt Horan		
Business Address:CNA Surety,801 Warrenvill	le Road, Suite 700, Lisle, IL 60532	
	Fax:	
The rate of premium of this Bond is \$		

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

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

Contract No. C1602R

#### **BOND APPROVAL**

ΒY

Mary Pat Witry, Secretary Public Building Commission of Chicago

# CERTIFICATE AS TO CORPORATE SEAL

Dated this 13 day of March , 20 24

CORPORATE SEAL

Kathleen Pattison, Asst. Secretary

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

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

Adrienne C. Stevenson

, Individually

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

#### - In Unlimited Amounts -

Surety Bond Number: 30213374	
Principal: F.H. Paschen, S.N. Nielsen & Associates LLC	
Obligee: Public Building Commission of Chicago	

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of April, 2023.

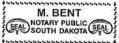


Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

Luotur Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of April, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M Bent

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this <u>13th</u> day of <u>March</u> 2024



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

D. Johnson

Assistant Secretary

Form F6853-4-2023

# Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and resolutions to execute power of attorneys on behalf of each of the CNA Companies.

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

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

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

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

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

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

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

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

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

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

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

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

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

# STATE OF GEORGIA COUNTY OF FULTON

I. <u>Sharon Jean Potts</u>, a Notary Public in and for said County, do hereby certify that <u>Adrienne C. Stevenson</u> as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

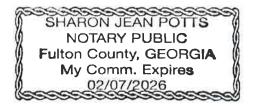
Continental Casualty Company	An Illinois Corporation
Fidelity and Deposit Company of Maryland	An Illinois Corporation
Liberty Mutual Insurance Company	A Massachusetts Corporation

for the uses and purposed therein set forth.

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

this	13th	day of	March	A.D.	2024	

Notary Public





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: 8204866

# **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Adrienne C. Stevenson

all of the city of \_\_\_\_\_\_\_ Atlanta \_\_\_\_\_, state of <u>Georgia</u> 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 act 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 15th day of February, 2021.



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

By:

David M. Carey, Assistant Secretary

#### STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

currency rate, intèrest rate or residual value guarantees.

Not valid for mortgage, note, loan, letter of credit,

On this 15th day of February, 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 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notanes

Teresa Pastella

Teresa Pastella, Notary Public

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

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

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

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

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

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneysinfact 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 \_\_\_\_\_\_ day of \_\_\_\_\_ March \_\_\_\_\_ 2024



Bv:

Renee C. Llewellyn, Assistant Secretary

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 29th day of January, A.D. 2024.

By: Robert D. Murray Vice President

Dawn & Brown\_

By: Dawn E. Brown Secretary

#### State of Maryland County of Baltimore

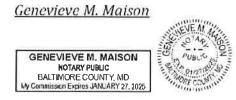
ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:

SEAL SEAI EW VO

On this 29th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the scals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

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

#### CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this <u>13th</u> day of <u>March</u> 2024



The a milit

Thomas O. McClellan Vice President

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

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

# **Document Submittal Checklist**

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

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

# EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES - EFFECTIVE FEBRUARY 8, 2024

(Current as of February 8, 2024)

Please click on link below:

https://labor.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy24/20240125/Cook.pdf

(Remainder of Page Intentionally Left Blank)

# EXHIBIT #2 INSURANCE REQUIREMENTS C1602R - KENWOOD ACADEMY LINK AND MECHANICAL PROJECT

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 \$<u>1,000,000</u> 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 \$<u>1,000,000</u> 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 \$<u>1,000,000</u> per occurrence with the same terms herein.

#### 4) Contractors Pollution Liability

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

non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the 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 \$<u>1,000,000</u> 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 sitework. 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

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.

Page 1 of 9

ACORD	CERTI	FICATE OF LIA	<b>BILITY INS</b>	URANC	E	DATE (N 03/13/	//////////////////////////////////////
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF REPRESENTATIVE OR PRODUCEF	ATIVELY ( INSURANC , AND THE	OR NEGATIVELY AMEND, E DOES NOT CONSTITU CERTIFICATE HOLDER.	EXTEND OR ALT	ER THE CO BETWEEN	VERAGE AFFORDED E	BY THE (S), AU <sup>-</sup>	POLICIES THORIZED
IMPORTANT: If the certificate hole If SUBROGATION IS WAIVED, sub this certificate does not confer right	ect to the	terms and conditions of the	he policy, certain p	olicies may			
PRODUCER			CONTACT		-10-723 33		
MARSH USA LLC. 155 N. WACKER, SUITE 1200			PHONE (A/C, No, Ext):		FAX (A/C, No):		
CHICAGO, IL 60661			E-MAIL ADDRESS:				
Attn: chicago.CertRequest@marsh.com			Access on Property States of the second	SURER(S) AFFOI	RDING COVERAGE		NAIC #
C16	)2R		INSURER A : Zurich Am	nerican Insurance	Company		16535
INSURED F.H. Paschen,			INSURER B : American	Zurich Insurance	Company		40142
S.N. Nielsen & Associates LLC			INSURER C : XL Specia	alty Ins. Co.			37885
5515 N. East River Road Chicago, IL 60656			INSURER D : Vantage F	Risk Specialty Ins	urance Company		16275
Chicago, IL 60656			INSURER E :				
			INSURER F :				
		TE NUMBER:	CHI-010552663-18		<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLI INDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR M EXCLUSIONS AND CONDITIONS OF SU	REQUIREN	IENT, TERM OR CONDITION I, THE INSURANCE AFFORD S. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT	OR OTHER	DOCUMENT WITH RESPE	ст то и	VHICH THIS
INSR LTR TYPE OF INSURANCE	INSD WY	D POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s	
		GLO 5833476-11	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$	2,000,000
CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)	\$	300,000
					MED EXP (Any one person)	\$	10,000
					PERSONAL & ADV INJURY	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	4,000,000
X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	4,000,000
OTHER:					COMBINED SINGLE LIMIT	\$	
A AUTOMOBILE LIABILITY		BAP5833474-11	10/01/2023	10/01/2024	(Ea accident)	\$	2,000,000
					BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS ONLY AUTOS HIRED V NON-OWNED					BODILY INJURY (Per accident) PROPERTY DAMAGE		
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					(Per accident)	\$	
						\$	
C X UMBRELLA LIAB X OCCUR		US00076565LI23A	10/01/2023	10/01/2024	EACH OCCURRENCE	\$	10,000,000
EXCESS LIAB CLAIMS-M	ADE				AGGREGATE	\$	10,000,000
DED RETENTION \$						\$	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	/ N	WC 5833475-11 (AOS)	10/01/2023	10/01/2024	X STATUTE OTH- ER		
<sup>B</sup> ANYPROPRIETOR/PARTNER/EXECUTIVE		WC 5833477-11 (WI)	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$	1,000,000
OFFICER/MEMBER EXCLUDED? (Mandatory In NH)					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D Professional /		P03CP0000046450	11/01/2023	11/01/2024	Each Act		2,000,000
Pollution Liability		SIR: \$250,000			Aggregate		2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VI RE: Contract No. C1602R; Project: Kenwood Acade Please see attached. CERTIFICATE HOLDER			lle, may be attached if mor		l ed)		
			CANCELLATION				
Public Building Commission Richard J. Daley Center Attn: Procurement Department 50 West Washington St. Room 200	APPROV JLB	'ED 3/20/2024		N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL   Y PROVISIONS.		
Chicago, IL 60602							

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

COI\_FHPSNNielsen\_KenwoodAcademyLinkandMechanical\_C1602R\_20241001 © 1988-2016 ACORD CORPORATION. All rights reserved. ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

LOC #: Chicago

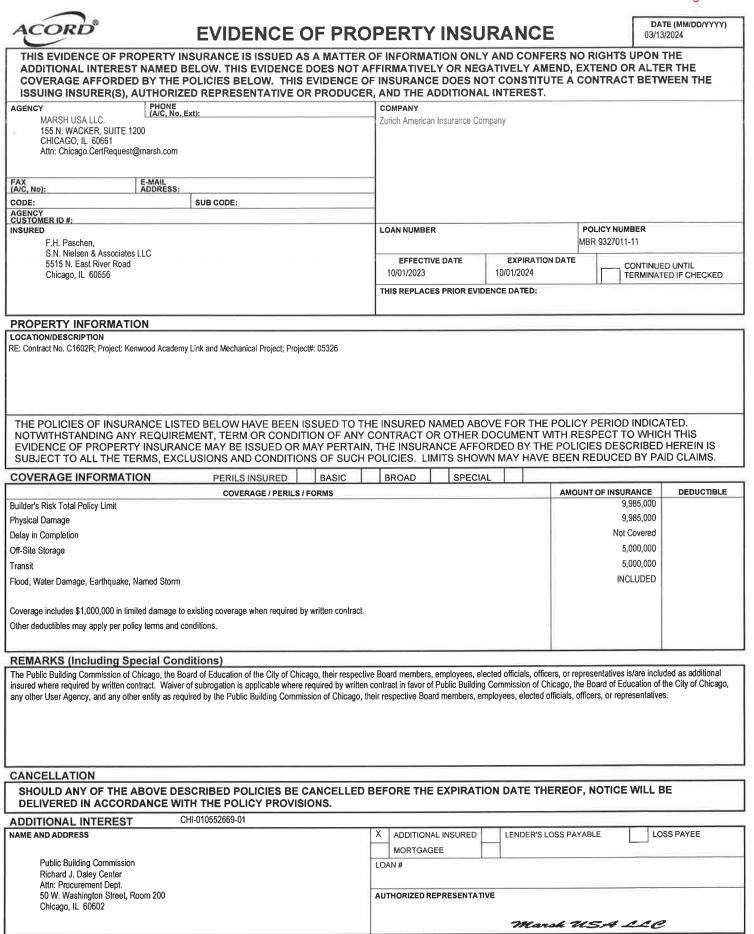
AGENCY MARSH USA LLC.		NAMED INSURED F.H. Paschen,
POLICY NUMBER		S.N. Nielsen & Associates LLC 5515 N. East River Road Chicago, IL 60656
CARRIER	NAIC CODE	
		EFFECTIVE DATE:
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACO FORM NUMBER: 25 FORM TITLE: Certificate of Lia	ORD FORM, ability Insurat	nce
The Public Building Commission of Chicago, the Board of Education of the City of Chica representatives, along with any other User Agency or others, as may be required by the Workers' Compensation) where required by written contract. This insurance is primary a operations of the named insured and where required by written contract. Waiver of subr Commission of Chicago, the Board of Education of the City of Chicago, any other User / respective Board members, employees, elected officials, officers, or representatives. Ex XCU-Explosion, Collapse, Underground is included on the General Liability policy.	Public Building Cor and non-contributor rogation is applicabl Agency, and any oth	nmission of Chicago is/are included as additional insured (except y over any existing insurance and limited to liability arising out of the le where required by written contract in favor of Public Building ner entity as required by the Public Building Commission of Chicago, their
<b>&amp;ርዓ<u>R</u>D-የ0\$ (አባርዓሪዓ)</b> _KenwoodAcademyLinkandMechani The ACORD name a		R_20241001 © 2008 ACORD CORPORATION. All rights reserved, registered marks of ACORD

**ADDITIONAL REMARKS SCHEDULE** 

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Page 2 of 2

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MARSH USA	ALLC.			F.H. Paschen, S.N. Nielsen & Associates LLC
POLICY NUMBER				5515 N. East River Road
				Chicago, IL 60656
CARRIER			NAIC CODE	
ADDITIONAL REM.	ARKS			EFFECTIVE DATE:
		S FORM IS A SCHEDUL		
FORM NUMBER:	27	FORM TITLE: Evider	nce of Property Insura	ince
				1
The property policies evi	denced above	contain various sublimits and are	subject to Insured's deductibles a	nd specific to various perils covered. If you would like additional
information regarding the	ese sublimits o	or deductibles, please contact the ir	nsured.	
	an Konv	voodAcademyLinkano	dMechanical C1602	R_20241001 © 2008 ACORD CORPORATION. All rights reserved.
		The ACOR	RD name and logo are	registered marks of ACORD
			-	-

**ADDITIONAL REMARKS SCHEDULE** 

NAMED INSURED

Page 2 of 2

#### **Disclosure of Retained Parties**

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

#### A. Definitions and Disclosure Requirements

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

#### B. Certification

Contractor hereby certifies as follows:

- This Disclosure relates to the following transaction: Contract C1602R
  - a. Description of goods or services to be provided under Contract

Kenwood Academy Link and Mechanical Project

- 2. Name of Contractor: F.H. Paschen, S.N. Nielsen & Associates LLC
- 3. EACH AND EVERY lobbyist retained or anticipated to be retained by the 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:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
Oliver Construction	24046 S. Lakeside Ct., Crete, IL 60417	Sub-Contractor	\$185,000.00
Services, Inc.		MBE	Estimated
Midway Contracting	16400 105th Court, Orland Park, IL 60467	Sub-Contractor	\$ 65,000.00
Group, LLC		MBE	Estimated
Wolf Electric Supply	55 Gordon St., Elk Grove Village, IL 60007	Supplier	\$211,948.00
Company, Inc.		MBE	Estimated
Taylor Electric Company	7811 S. Stoney Island, Chicago, IL 60649	Sub-Contractor MBE	\$104,481.00 Estimated
Legend Construction	2814 E. 104th St., Chicago, IL 60617	Sub-Contractor	\$ 40,000.00
Services, Inc.		MBE	Estimated

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- "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.

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  - a. Description of goods or services to be provided under Contract

Kenwood Academy Link and Mechanical Project

- 2. Name of Contractor: \_\_\_\_\_F.H. Paschen, S.N. Nielsen & Associates LLC
- 3. EACH AND EVERY lobbyist retained or anticipated to be retained by the 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:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
M.W. Powell Company	3445 S. Lawndale Ave., Chicago, IL 60623	Sub-Contractor MBE	\$181,000.00 Estimated
Ortiz Contracting Group	9308 Gulfstream Rd., Frankfort, IL 60423	Sub-Contractor MBE	\$610,000.00 Estimated
Penn Services, LLC	800 E. Northwest Hwy, Suite 614	Sub-Contractor	\$119,430.00
	Palatine, IL 60074	MBE	Estimated
Sanchez Paving	16308 S. Crawford, Markham, IL 60426	Sub-Contractor	\$ 69,243.00
Company, Inc.		MBE	Estimated
Cardinal State, LLC	1719 Spring Creek Rd., Barrington Hills,	Sub-Contractor	\$211,743.00
	IL 60010	MBE	Estimated

#### **Disclosure of Retained Parties**

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- "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: Contract C1602R
  - a. Description of goods or services to be provided under Contract

Kenwood Academy Link and Mechanical Project

- 2. Name of Contractor: \_ F.H. Paschen, S.N. Nielsen & Associates LLC
- 3. EACH AND EVERY lobbyist retained or anticipated to be retained by the 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: \_\_\_\_\_

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
Oakton Architectural Glass, LLC	777 Dillon Drive, Wood Dale, IL 60191	Sub-Contractor MBE	\$174,889.00 Estimated
Arcorp Structures, LLC	7301 W. 25th St., North Riverside, IL 60546	Sub-Contractor MBE	\$675,000.00 Estimated
Phoenix Business Solutions, LLC	12543 S. Laramie Ave., Alsip, IL 60803	Sub-Contractor WBE	\$152,314.00 Estimated
R.W. Collins Co.	7225 W. 66th St., Chicago, IL 60638	Sub-Contractor WBE	\$534,832.00 Estimated
K.B.I. Custom Case, Inc.	12406 Hansen Rd., Hebron, IL 60034	Sub-Contractor WBE	\$ 16,500.00 Estimated

#### **Disclosure of Retained Parties**

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

#### A. Definitions and Disclosure Requirements

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

#### B. Certification

Contractor hereby certifies as follows:

- 1. This Disclosure relates to the following transaction: Contract C1602R
  - a. Description of goods or services to be provided under Contract

Kenwood Academy Link and Mechanical Project

- 2. Name of Contractor: F.H. Paschen, S.N. Nielsen & Associates LLC
- 3. EACH AND EVERY lobbyist retained or anticipated to be retained by the 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:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
C.R. Schmidt, Inc.	3S215 Talbot Ave., Warrenville, IL 60555	Sub-Contractor WBE	\$ 46,200.00 Estimated

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

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

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

20 24

Signature

Roland Schneider Name (Type or Print) March 18, 2024 Date

t)

Authorized Agent & VP Title

Subscribed and sworn to before me 18th day of March

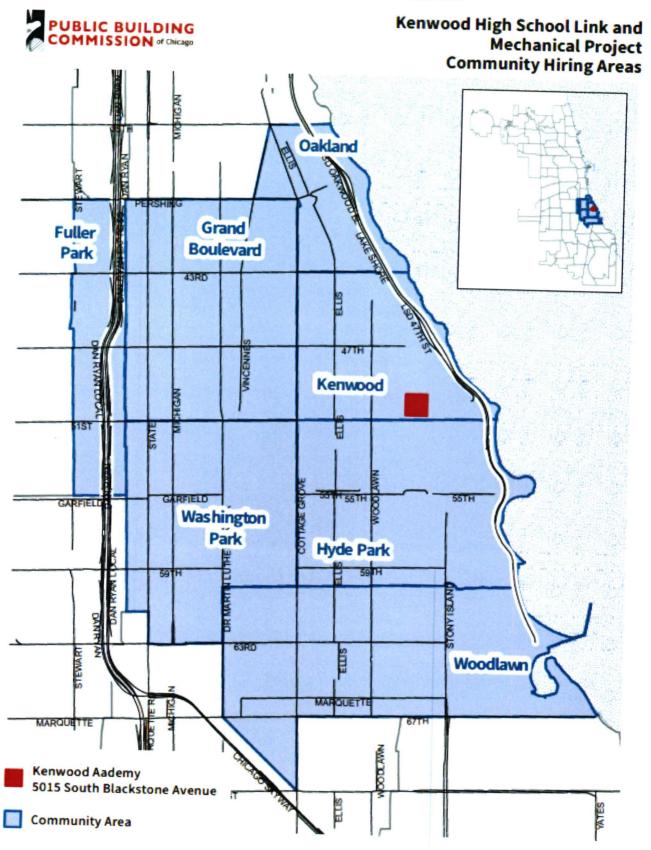
Notary Public

Commission expires: August 24, 2026

(SEAL)



# EXHIBIT #3 PROJECT COMMUNITY AREA MAP



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

# PUBLIC BUILDING COMMISSION OF CHICAGO'S ASSIST AGENCIES

Assist Agencies are comprised of Chamber of Commerce and Not-for-Profit agencies that represent the interests of small, minority- and/or women-owned businesses. If your agency would like to be added to the PBC's Assist Agencies list, please send an email to <u>patricia montenegro@cityofchicago.org</u>

#### African American Contractors Association

PO Box #19670 Chicago, IL 60619 Omar Shareef 312-915-5960 aacanatlassoo@gmail.com www.aacanatl.org

Chatham Business Association: Small Business Development, Inc. 800 E 78th St Chicago, IL 60619 Melinda Kelly (773) 994-5006 melindak elly@cbaworks.org cbaworks.org

> Chicago Urban League 4510 S Michigan Ave, 3rd Floor Chicago, IL 60653 Kelly Evans (773) 451-3547 kevans@chiul.org chiul.org

Construction Business Development Center at Prairie State College 202 S Halsted St Chicago Heights. IL 60411 Cathy Svetanoff (708) 709-3568 csvetanoff@prairiestate.edu prairiestate.edu

Hispanic American Construction Industry Association 650 W Lake St, #415 Chicago, IL 60661 Nette Trevino (312) 575-0389 itrevino@haciaworks.org haciaworks.org

> South Shore Chamber, Inc. 1750 E 71st St Chicago, L 60649 Tonya Trice (773) 955-9508 thrice@southshorechamberinc.org southshorechamberinc.org

Women's Business Development Center 8 S Michigan Ave, #400 Chicago, IL 60603 Donna Beasley (312) 853-3477 dbeasley@wbdc.org wbdc.org

Last Updated: 1/29/2024 11 47 AM

Black Contractors United 12000 S Marshfield Ave Calumet Park, IL 60827 Carole Williams 708-389-5730 bcunewera@att.net blackcontractorsunited.com

Chicago Cook Workforce Partnership 69 W Washington Street Suite 2860 Chicago, IL 60602 Marissa Lewis mlewis@chicookworks.org (312) 603-0200 chicookworks.org

Chicago Women in Trades 2444 W 16th St Chicago, IL 60608 Jayne Veilinga (312) 942-1444 jveilinga@cwit2.org chicagowomenintrades2.org

Federation of Women Contractors 4210 W Irving Park Rd Chicago, IL 60641 Jaemie Neely (312) 360-1122 info@fwochicago.com fwochicago.com

Illinois Black Chamber of Commerce 411 Hamilton Blvd, #1404 Peoria, IL 61602 Larry Nory & Kenyafta Fisher (309) 740-4430 larryivory@ illinoisblackchamber.org illinoisblackchamber.org



CANDO Corporation 1633 S Michigan Ave Chicago, IL 60615 LaVerne Hall (312) 488-9338 LHall@candocorp.net

Chicago Minority Supplier Development Council 216 W Jackson Boulevard Suite 600 Chicago, IL 60606 Debra Jennings-Johnson (312) 755-8880 into@ChicagoMSDC.org chicagomsdc.org

ConstructConnect 3825 Edwards Road, #800 Cincinnati, OH 45209 Amanda Beyer (513) 458-5837, Extension 5108336 amanda beyer@constructConnect.com ConstructConnect.com

HIRE360 Chicago 2301 S Lake Shore Drive Lakeside Center, Chicago, IL 60616 Deborah Whitaker (312) 575-2500 dwhitaker@hire360chicago.com bids@hire360chicago.com

> Rainbow/PUSH Coalition 930 E 50th St Chicago, IL 606 15 John Mitchell (773) 256-2766 imitchell@rainbowpush.org rainbowpush.org

U.S. Minority Contractors Association 1250 Grove Ave, #200 Barrington, IL 60010 Larry Bullock (847) 852-5010 larry.bullock@usminoritycontractors.org usminoritycontractors.org

Women Construction Owners & Executives 308 Circle Ave Forest Park, IL 60130 Mary Kay Monaghan (708) 366-1250 mkm@mkmesvices.com wcoeusa.org

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

Name of Project: Kenwood Academy Link and Mechanical Project / C1602R

STATE OF ILLINOIS }
SS
COUNTY OF COOK }

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

Authorized Agend & VP, Re	oland Schneider
Title and duly authorized r	representative of
F.H. Paschen, S.N. Nielsen	& Associates LLC
Name of General Contrac	tor whose address is
5515 N. East River Rd	

in the City of <u>Chicago</u>, State of <u>Illinois</u> 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	Dollar Credit To Go	ward MBE/WBE als
	Accordance with Schedule C	MBE	WBE
Oliver Construction Services, Inc	Masonry	\$ 185,000	\$
Midway Contracting Group	Environmental & Selective Demo	\$ 65,500	\$
Wolf Electric Supply Co.	Electric Material Supply	\$ 211,948	\$
Taylor Electric Company	Electrical	\$ 104,481	\$
Legend Construction Services Inc.	Painting	\$ 40,000	\$
M. W. Powell Company	Roofing	\$ <sup>181,000</sup>	\$
Ortiz Contracting Group	HVAC	\$ 610,000	\$
Penn Services LLC.	Misc Metals	<b>\$</b> 119,430	\$
	Total Net MBE/WBE Credit	\$	\$
	Percent of Total Base Bid	%	%

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

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

Name of Project: Kenwood Academy Link and Mechanical Project / C1602R

STATE OF ILLINOIS }
SS
COUNTY OF COOK }

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

ŀ	Authorized Agend & VP, Roland Schneider
	Title and duly authorized representative of
F.	.H. Paschen, S.N. Nielsen & Associates LLC
	Name of General Contractor whose address is
55	515 N. East River Rd

in the City of <u>Chicago</u>, State of <u>Illinois</u> 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		ward MBE/WBE als
	Accordance with Schedule C	MBE	WBE
Sanchez Paving Company, Inc.	Asphalt	\$ 69,243	\$
Cardinal State, LLC	Landscaping	\$ 211,743	\$
Oakton Architectural Glass, LLC	Storefront & Glass	\$ 174,889	\$
ARCORP Structure, LLC.	Steel	\$ 675,000	\$
Phoenix Business Solutions LLC	Low Voltage	\$	\$ 152,314
R.W. Collins Co.	Earthwork	\$	\$ 534,832
KBI Custom Case, Inc.	Millwork	\$	<b>\$</b> 16,500
C.R. Schmidt, Inc.	Pavers	\$	\$ 46,200
	Total Net MBE/WBE Credit	\$ 2,648,234	\$ 749,846
	Percent of Total Base Bid	26.52 %	7.51 %

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

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

	Cubcontractor, Cubconsultant, ana/or inc	
Name of Project:	Kenwood Academy Link and Mechanical Project /	Contract No. C1602R
Project Number:	05326	
FROM:		
Oliver Construction (Name of MBE or WBE)		WBE
TO:		
F.H. Paschen, S.N. Nie (Name of Bidder)	elsen & Associates LLC_and Public Building Comm	ission of Chicago
The undersigned intend	ds to perform work in connection with the above-refe	renced project as (check one):
6	a Sole Proprietor	xa Corporation
6	a Partnership	a Joint Venture
8/1/2024	tus of the undersigned is confirmed by t In addition, in the case where the under nt Venture Affidavit, is provided.	
The undersigned is prep with the above-named p	pared to provide the following described services or s project.	supply the following described goods in connection
Masonry Repairs	5	
The above-described se Documents.	ervices or goods are offered for the following price, w	vith terms of payment as stipulated in the Contract

## 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	
0	0	
0		

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

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

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

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

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

BY:

**Oliver Construction Services, Inc** Name of MBE/WBE Firm (Print)

Date 3/8/2024 Phone

IF APPLICABLE: BY:

Jyrone	Olivor	
Signature		

Tyrone Oliver Name (Print)

Signature

Joint Venture Partner (Print)

Date

Name (Print)

MBE WBE Non-MBE/WBE

Phone

Date of Issue: February 8, 2024 PBC: C1602R\_Kenwood Academy Link and Mechanical Project\_Book 1 Instructions to Bidders



# DEPARTMENT OF PROCUREMENT SERVICES

AUG 29 2019

# **CITY OF CHICAGO**

Tyrone Oliver Oliver Construction Services, Inc. 24046 S. Lakeside Court Crete, IL 60417-1825

Dear Mr. Oliver:

We are pleased to inform you that Oliver Construction Services, Inc. has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 8/01/2024; 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 **8/01/2020, 8/01/2021, 8/01/2022 and 8/01/2023.** 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 in the suspension or rescission of your certification.

Your firm's five year certification will expire on 8/01/2024. 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 6/01/2024.

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

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

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

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

Your firm's name will be listed in the City's Directory of Certified Firms in the specialty area(s) of:

# NAICS Code(s): 238140 – Masonry 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 and Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Programs.

Sincerely,

Shannon E. Andrews my Chief Procurement Officer

SEA/em

Print

Business & Contact Inform	nation
BUSINESS NAME	Oliver Construction Services, Inc, DBA Oliver Construction Services, Inc.
OWNER	Mr Tyrone Oliver
ADDRESS	24046 S. Lakeside CT Crete, IL 60417 [ <u>map]</u>
PHONE	708-829-7869
FAX	708-279-7285
EMAIL	tyrone ocs@yahoo.com
ETHNICITY	African American

# **Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	8/24/2023
RENEWAL DATE	8/1/2024
EXPIRATION DATE	8/1/2029
CERTIFIED BUSINESS DESCRIPTION	NAICS 238140 Masonry Contractors

Commodity Co	odes
Code	Description
NAICS 238140	Masonry Contractors

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

Name of Project:		Kenwood Academy Link and Mechanical Project / Contract No. C1602R		
Proje	ct Number:	05326		
FROM: Midway (Untracting Grap MBEWBE				
TO:				
F.H. Paschen, S.N. Nielsen & Associates LLC and Public Building Commission of Chicago (Name of Bidder)				
The u	undersigned intend	s to perform work in connection with the	above-referenced project as (check one):	
		a Sole Proprietor a Partnership	a Corporation	
The	MRE/WRE state	us of the undersigned is confirm	med by the attached Letter of Certifica	

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated  $\frac{2}{2}$ . 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.

& Selective Remo

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

65,500-

numental

### 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:	
midway Carthad Ing Gray	
Name of MBE/WBE Firm (Print)	
Date 210101	
Phone US-JL-14U	

ature

IF APPLICABLE: BY:

Joint	Venture	Partner	(Print)	

Signature

Date

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

Phone



TONI PRECKWINKLE PRESIDENT Cook County Board of Commissioners

> TARA STAMPS 1st District

DENNIS DEER 2nd District

BILL LOWRY 3rd District

STANLEY MOORE 4th District

MONICA GORDON 5th District

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> MAGGIE TREVOR 9th District

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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. AGUILAR 16th District

SEAN M. MORRISON 17th District OFFICE OF CONTRACT COMPLIANCE

DIRECTOR

161 N. Clark Street, Suite 2300 • Chicago, Illinois 60601 • (312) 603-5502

January 26, 2024

Aaron Villegas, President Midway Contracting Group, LLC 16400 105th Court Orland Park, IL 60467

Annual Certification Renewal:

December 28, 2024

Dear Mr. Villegas:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise ("MBE"),** by Cook County Government.

As a condition of continued Certification, you must file a <u>No Change Affidavit</u> within ninety (90) calendar days prior to the date of the annual renewal, December 28th. Failure to file this affidavit may result in the termination of your Certification. In addition, 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 ten (10) 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 certifled firms in the following area(s) of specialty:

NAICS CODES:

238910 - Demolition Contractor

562910 – Asbestos Abatement Services; Asbestos Removal Contractors; Lead Paint Abatement Services; Lead Paint Removal Contractors

Your firm's participation on Cook County contracts will be credited toward **MBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE** 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,

Desiree M. Otkins

Desiree M. Otkins, EMBA Deputy Director, Contract Compliance

DMO/rl

💲 Fiscal Responsibility 🌹 Innovative Leadership 🛑 Transparency & Accountability 😰 Improved Services

Print

# **Certified Profile**

<b>iy Contracting Group, LLC.</b> • Villegas • Nillegas • th Court ark, IL 60467 [map] 200 202 202 202 Mmerican								
		Midway Contracting Group, LLC.	Mr. Aaron Villegas	16400 105th Court Orland Park, IL 60467 <u>[map]</u>	708-342-1200	708-342-1202	<u>aaron@midwaycg.com</u>	Hispanic American
	Business & Contact Information	BUSINESS NAME	OWNER	ADDRESS	PHONE	FAX	EMAIL	ETHNICITY

# **Certification Information**

Cook County	MBE - Minority Business Enterprise	1/26/2024	12/28/2024	12/28/2024	Construction: Asbestos and Lead Abatement; Environmental Remediation; and Interior Demolition	
CERTIFYING AGENCY	CERTIFICATION TYPE	CERTIFICATION DATE	RENEWAL DATE	EXPIRATION DATE	CERTIFIED BUSINESS DESCRIPTION	

# **Commodity Codes**

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Code	Description
NAICS 238910	Demolition contractor
NAICS 562910	Asbestos abatement services
NAICS 562910	Asbestos removal contractors
NAICS 562910	Lead paint abatement services
NAICS 562910	Lead paint removal contractors

# Additional Information

SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As
Subcontractor, Subconsultant, and/or Material Supplier
Name of Project: KENWOOD ANGURMY LINK MED
Project Number: 05320
WOIF Electric Surply Cumpany MBE WBE
TO: Candor Electric 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 Partnershipa Joint Venture
The MBEAVIBE status of the undersigned is confirmed by the attached Letter of Certification, dated 3/15/23
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.
Electric Al mature 1
The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
\$ 353,247,00 -> \$ 211,948,00-2 6090-0-3/11/24

Date of Issue: February 8, 2024 PBC: C1802R\_Kenwcod Academy Link and Mechanical Project\_Book 1 Instructiona to Biddens

Page 27 of 44

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).

 $C_{11} = \frac{3/11}{240} + \frac{3}{240} = \frac{3}{11} + \frac{3}{240} + \frac{3}{20} = \frac{3}{11} + \frac{3}{240} + \frac{3}{20} = \frac{3}{11} + \frac{3}{20} + \frac{3}$ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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

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

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

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

BY: y Ompany Su . im (Print) Date 290-1010

Phone

IF APPLICABLE: BY:

Joint Venture Partner (Print)

Date

Phone

CONI	
Signature Charles	Marsh
Name (Print)	

Name (Print)

Signatu	ire	
Name (	Print)	
MBE	WBE	Non-MBE/WBE

Date of Issue: February 8, 2024 PBC: C1602R\_Kenwood Academy Link and Mechanical Project\_Book 1 Instructions to Bidders

Page 28 of 44



### CITY OF CHICAGO

### DEPARTMENT OF PROCUREMENT SERVICES

MAR 2 8 2023

Charles Marsh Wolf Electric Supply Company, Inc. 55 Gordon Street Elk Grove Village, IL 60007

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Marsh:

We are pleased to inform you that Wolf Electric Supply Company, Inc. continues to be certified as a Minority-Owned Business Enterprise ("MBE") and Veteran-Owned Business Enterprise ("VBE") by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired March 15, 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 15<sup>th</sup>.

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 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.

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE/VBE** 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

Wolf Electric Supply Company, Inc. Page 2 of 2

- 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, 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):

423610 - Construction Materials, Electrical, Merchant Wholesalers 423610 - Electric Light Fixtures Merchant Wholesalers 423610 - Fixtures, Electric Lighting, Merchant Wholesalers 423610 - Fuses, Electric, Merchant Wholesalers 423610 - Wire, Insulated, Merchant Wholesalers

Your firm's participation on City contracts will be credited only toward **MBE/VBE** 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/kr 20

Print

Business & Contact Inform	nation
BUSINESS NAME	Wolf Electric Supply Company, Inc.
OWNER	Mr. Charles Marsh
ADDRESS	55 Gordon Street Elk Grove Village, IL 60007-1117 <u>[map]</u>
PHONE	847-290-1010
FAX	847-290-1047
EMAIL	chuck@wolfelectricsupply.com
ETHNICITY	Hispanic/Latino

## **Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	3/28/2023
RENEWAL DATE	3/15/2024
EXPIRATION DATE	3/15/2024
CERTIFIED BUSINESS DESCRIPTION	NAICS 423610 Construction materials, electrical, merchant wholesalers NAICS 423610 Electric light fixtures merchant wholesalers NAICS 423610 Fixtures, electric lighting, merchant wholesalers NAICS 423610 Fuses, electric, merchant wholesalers NAICS 423610 Wire, insulated, merchant wholesalers

Commodity Co	odes	
Code	Description	
NAICS 423610	Construction materials, electrical, merchant wholesalers	
NAICS 423610	Electric light fixtures merchant wholesalers	
NAICS 423610	Fixtures, electric lighting, merchant wholesalers	
NAICS 423610	Fuses, electric, merchant wholesalers	

### 3/8/24, 12:10 PM

NAICS 423610

B2Gnow

Wire, insulated, merchant wholesalers

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
Name of Project: KENWOOD ACAULIMY LINKEMEP
Project Number: 05326
FROM:
MBEWBE (Name of MBE or WBE)
TO: Candon Electric 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 ProprietorX a Corporation
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated <u>May 14, 2019</u> . 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.

Electrical installation and wiring

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.  $\frac{000}{4}$ 

Date of Issue: February 8, 2024 PBC: C1602R\_Kenwood Academy Link and Mechanical Project\_Book 1 Instructions to Bidders

### SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2)

To Perform As

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

### PARTIAL PAY ITEMS

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

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

### SUB-SUBCONTRACTING LEVELS\*

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

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.

TAYLOR ELECTRIC COMPANY	
Name of MBE/WBE Firm (Print) March 7, 2024	
Date 773-346-5658	

Phane

IF APPLICABLE: BY:

Joint Venture Partner (Print)

Date

Phone

Signature Kendra Dinkins, President and CEO Name (Print)

Signature

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

Date of Issue: February 8, 2024 PBC: C1602R\_Kenwood Academy Link and Mechanical Project\_Book 1 Instructions to Bidders

Page 28 of 44



### **DEPARTMENT OF PROCUREMENT SERVICES**

### **CITY OF CHICAGO**

MAY 1 4 2019

Kendra D. Dinkins Taylor Electric Company 7811 S. Stony Island Chicago, IL 60649

Dear Ms. Dinkins:

We are pleased to inform you that Taylor Electric Company has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until 05/15/2024; 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 **05/15/2020, 05/15/2021, 05/15/2022, and 05/15/2023**. 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 05/15/2024. 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 03/15/2024.

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.

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

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **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 fraud abuse to the City's Inspector General or suspicions of or at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

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

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

### NAICS Code(s): 238210 – Electrical Contractors and Other Wiring Installation Contractors

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,

Shin E.K.

Shannon E. Andrews

the.

SEA/sl

**Certified Profile** 

Print

# **Business & Contact Information**

BUSINESS NAME	Taylor Electric Company
OWNER	Kendra Dinkins
ADDRESS	7811 S. Stony Island Avenue Chicago, IL 60649 <u>[map]</u>
PHONE	773-346-5658
FAX	773-346-5659
EMAIL	<u>kmdinkins@taylorelectricco.com</u>
ETHNICITY	African American

## **Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	6/14/2023
RENEWAL DATE	5/15/2024
EXPIRATION DATE	5/15/2024
CERTIFIED BUSINESS DESCRIPTION	238210 Electrical Contractors and Other Wiring Installation Contractors

es
Description
Electrical contractors

Additional Information	
WARD 8	
COMMUNITY AREA 43	South Shore

QUALIFIED INVESTMENT AREA Yes

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

		and of material capping	
Name of Project:	Kenwood Academy Link and Mechanie	cal Project / Contract No. C1602	R
Project Number:	05326		
FROM:	nstruction Services In		
(Name of MBE or WBE)	ISTUCTION ANDON	WREWBE	
TO:			
F.H. Paschen, S.N. Niels	sen & Associates LLC and Public Buil	ding Commission of Chicago	
(Name of Bidder)			
The undersigned intends	to perform work in connection with the	above-referenced project as (c	heck one):
a	Sole Proprietor	a Corporatio	on
a	Partnership	a Joint Vent	ure
03/23/202	s of the undersigned is confirm D In addition, in the case whe Venture Affidavit, is provided.		
with the above-named pro	red to provide the following described s oject.		
The above-described ser Documents.	vices or goods are offered for the follow	ving price, with terms of paymen	t as stipulated in the Contract

40,000-

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

### PARTIAL PAY ITEMS

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

If more space 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: Oristinction Souries Tre. Signature Name of MBE/WBE Firm (Print)

Name (Print)

Phone

Date

IF APPLICABLE: BY:

Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBEWBENon-MBE/WBE
Phone	



# CITY OF CHICAGO

### DEPARTMENT OF PROCUREMENT SERVICES

MAR 2 3 2020

Jorge Gabriel Gutierrez Munoz Legend Construction Services Inc. 2814 East 104<sup>th</sup> Street Chicago, Illinois 60617

Dear Mr. Munoz:

We are pleased to inform you that Legend Construction Services Inc. has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 3/1/2025; 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 3/1/2021, 3/1/2022, 3/1/2023 and 3/1/2024. 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 in the suspension or rescission of your certification.

Your firm's five year certification will expire on 3/1/2025. 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 1/1/2024.

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 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

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

File your recertification within the required time period.

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

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

Your firm's name will be listed in the City's Directory of Certified Firms in the specialty area(s) of:

### NAICS Code(s): 238320 – Painting and Wall Covering 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 and Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Programs.

Sincerely,

Shu S. M.

Shannon E. Andrews Chief Procurement Officer

SEA/ab

https://chicago.mwdbe.com

Print

Business & Contact Information		
BUSINESS NAME	Legend Construction Services Inc.	
OWNER	Jorge Gutierrez-Munoz	
ADDRESS	2814 East 104th Street Chicago, IL 60617 <u>[map]</u>	
PHONE	773-902-7410	
FAX	773-530-0439	
EMAIL	legendconstructioninc@gmail.com	
ETHNICITY	Hispanic/Latino	

<b>Certification Info</b>	rmation
---------------------------	---------

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	3/23/2020
RENEWAL DATE	4/1/2022
EXPIRATION DATE	3/1/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 238320 Painting & Wall Covering Contractors

Commodity Co	odes
Code	Description
NAICS 238320	Painting and Wall Covering Contractors

Additional Information			
WARD	10		
COMMUNITY AREA	52 East Side		

QUALIFIED INVESTMENT AREA Yes

B2Gnow

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

Name of Project:	Kenwood Academy Link and Mech	nanical Project / Co	ntract No. C1602R
Project Number:	05326		
FROM:			
M W Powell Comp (Name of MBE or WBE)	any	MBE X	WBE
TO:			
$\frac{\text{F.H. Paschen, S.N. Nie}}{(\text{Name of Bidder})}$	elsen & Associates LLC_ and Public	Building Commissi	on of Chicago
The undersigned intend	s to perform work in connection with	n the above-referen	ced project as (check one):
	a Sole Proprietor a Partnership		a Corporation a Joint Venture
The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated <u>August 17, 2020</u> . 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 prep with the above-named p		ed services or supp	bly the following described goods in connection
Roofin	g Services		
The above-described se Documents.	ervices or goods are offered for the f	ollowing price, with	terms of payment as stipulated in the Contract
\$181,00	0.00		
Payme	nt in accordance with contract	t provisions	

### 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.

% 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 W Powell Company Name of MBE/WBE Firm (Print) March 8, 2024

Date 773/247-7438

Phone

IF APPLICABLE: BY:

1	P	
Ant		-
Signature	C.	

Anthony J Roque/President Name (Print)

Joint Venture Partner (Print)

Signature

Date

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

Phone



### CITY OF CHICAGO

AUG 1 7 2020

DEPARTMENT OF PROCUREMENT SERVICES

Anthony J. Roque M. W. Powell Company 3445 S. Lawndale Ave. Chicago, Illinois 60623

Dear Mr. Roque:

We are pleased to inform you that **M. W. Powell Company** is recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **7/15/2025**; 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 7/15/2021, 7/15/2022, 7/15/2023 and 7/15/2024. 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 in the suspension or rescission of your certification.

Your firm's five year certification will expire on **7/15/2025**. 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 **5/15/2025**.

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, 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

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/od

**Certified Profile** 

Print

Business & Contact Information	
BUSINESS NAME	M. W. Powell Company
OWNER	Mr. Anthony Roque
ADDRESS	3445 S. Lawndale Ave Chicago, IL 60623-5009 <u>[map]</u>
PHONE	773-247-7438
FAX	773-247-7441
EMAIL	<u>mwp151@sbcglobal.net</u>
ETHNICITY	Hispanic/Latino

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City of Chicago	MBE - Minority Business Enterprise	6/29/2023	7/15/2024	7/15/2025	NAICS 238160 Corrugated metal roofing installation NAICS 238160 Galvanized iron roofing installation NAICS 238160 Roofing contractors NAICS 238160 Sheet metal roofing installation
CERTIFYING AGENCY	CERTIFICATION TYPE	CERTIFICATION DATE	RENEWAL DATE	EXPIRATION DATE	CERTIFIED BUSINESS DESCRIPTION

# **Commodity Codes**

commonity codes	
Code	Description
NAICS 238160	Corrugated metal roofing installation
NAICS 238160	Galvanized iron roofing installation
NAICS 238160	Roofing contractors
NAICS 238160	Sheet metal roofing installation

# Additional Information

WARD

COMMUNITY AREA QUALIFIED INVESTMENT AREA

30 South Lawndale No

22

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

	oubcontractor, oubconsuita	in, and or mator	iai ouppiloi
Name of Project:	Kenwood Academy Link and Mecha	anical Project / Cor	ntract No. C1602R
Project Number:	05326		
FROM:			
Ortiz Contracti (Name of MBE or WBE	ng Group	MBE X	WBE
TO:			
F.H. Paschen, S.N. N (Name of Bidder)	elsen & Associates LLC and Public B	Building Commissio	on of Chicago
The undersigned inten	ds to perform work in connection with	the above-referen	ced project as (check one):
	a Sole Proprietor	X	a Corporation
-	a Partnership		a Joint Venture
9-23-21			attached Letter of Certification, dated gned is a Joint Venture with a non-MBE/WBE
The undersigned is pre with the above-named		ed services or supp	bly the following described goods in connection
Furnish and i	nstall mechanical / HVAC	equipment a	nd materials.
The above-described s Documents.	services or goods are offered for the fo	llowing price, with	terms of payment as stipulated in the Contrac

610,000-

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

### PARTIAL PAY ITEMS

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

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:

Date

Phone

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TOX	
IF UZ	

Signature Peter Ortiz

Name (Print)

IF APPLICABLE: BY:

N/A Joint Venture Partner (Print)

Ortiz Contracting Group

Name of MBE/WBE Firm (Print)

708-382-1496

3/7/24

Signature

Date

Name (Print)

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

Phone



CITY OF CHICAGO

### DEPARTMENT OF PROCUREMENT SERVICES

SEP 2 3 2021

Peter Ortiz Dekayo Corporation dba Ortiz Contracting Group 9308 Gulfstream Road Frankfort, IL 60423

Re: Change in Ownership

Dear Mr. Ortiz:

We are pleased to inform you that we have updated your certification to reflect your firm's change in ownership. Dekayo Corporation dba Ortiz Contracting Group continues to be certified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 10/15/2025; 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 **10/15/2021**, **10/15/2022**, **10/15/2023** and **10/15/2024**. 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 10/15/2025. 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 8/15/2025.

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, or 866-IG-TIPLINE (866-448-4754).

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

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

NAICS Code(s):

### 236220 - Commercial and Institutional Building Construction

238210 - Temperature Control System Installation

238220 - Plumbing, Heating, and Air-Conditioning

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 Acting Chief Procurement Officer

AV/m

Print

Business & Contact Information		
BUSINESS NAME	Dekayo Corporation, DBA Ortiz Contracting Group	
OWNER	Mr. Peter Ortiz	
ADDRESS	9308 Gulfstream Road Frankfort, IL 60423 <u>[map]</u>	
PHONE	779-324-5212	
FAX	779-456-7980	
EMAIL	portiz@ortizcontracting.com	
ETHNICITY	Hispanic/Latino	

## **Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	10/24/2023
RENEWAL DATE	10/15/2024
EXPIRATION DATE	10/15/2025
CERTIFIED BUSINESS DESCRIPTION	236220 Commercial and Institutional Building Construction 238210 Control system (e.g., environmental, humidity, temperature) installation 238220 Plumbing, Heating, and Air-Conditioning Contractors

# **Commodity Codes**

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

Name of Project:	Kenwood Academy Link and Mechani	cal Proje	ect / Contra	act No. C1602R
Project Number:	05326			
FROM:				
Penn Services, L	LC	MBE	х	WBE
(Name of MBE or WBE)				
TO:				
F.H. Paschen, S.N. Niel (Name of Bidder)	sen & Associates LLC_ and Public Bui	lding Co	mmission	of Chicago
The undersigned intends	to perform work in connection with the	e above-	reference	d project as (check one):
Xa	dividual, LLC Partnership			a Corporation
a	Partnership			a Joint Venture
January 7, 2022	•			ttached Letter of Certification, dated ed is a Joint Venture with a non-MBE/WBE

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

Miscellaneous Metals - Furnish and Instal	Miscellaneous	Metals	- Furnish	and Install
---	---------------	--------	-----------	-------------

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

### \$119,430.00

### 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:

NA

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:

Penn Services, LLC

Name of MBE/WBE Firm (Print) 3/11/2024

847-312-0654

Phone

IF APPLICABLE: BY:

4r	With
Sanature	

John Wilson, President and CEO

Name (Print)

Joint Venture Partner (Print)

Date

Signature

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

Phone

Print

# **Business & Contact Information**

BUSINESS NAME	Penn Services, LLC	
OWNER	Mr. John Wilson	
ADDRESS	800 E. Northwest Hwy Ste 614 Palatine, IL 60074-6513 <u>[map]</u>	
PHONE	847-705-3866	1,0
FAX	847-705-3868	
EMAIL	j <u>ohn@pennservicesllc.com</u>	
ETHNICITY	African American	

# **Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	1/17/2024
RENEWAL DATE	12/15/2024
EXPIRATION DATE	12/15/2026
CERTIFIED BUSINESS DESCRIPTION	NAICS 236220 Commercial building construction NAICS 237310 Bridge construction NAICS 237310 Highway construction NAICS 238150 Curtain wall, glass, installation NAICS 238150 Glass installation (except automotive) contractor NAICS 238310 Drywall installation NAICS 238350 Finish carpentry NAICS 238120 Structural Steel and Precast Concrete Contractors NAICS 332312 Fabricated Structural Metal Manufacturing

Commodity Co	odes	
Code	Description	
NAICS 236220	Commercial building construction	
NAICS 237310	Bridge construction	

NAICS 237310	Highway construction
NAICS 238120	Structural Steel and Precast Concrete Contractors
NAICS 238150	Curtain wall, glass, installation
NAICS 238150	Glass installation (except automotive) contractors
NAICS 238310	Drywall installation
NAICS 238350	Finish carpentry
NAICS 332312	Fabricated structural metal manufacturing

# **Additional Information**

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

	Subcontractor, Subconsultar	it, and/or Materia	Supplier
Name of Project:	Kenwood Academy Link and Mecha	nical Project / Contra	act No. C1602R
Project Number:	05326		
FROM:			
Sanchez Pavi (Name of MBE or WBE	ing Company, Inc	МВЕ	WBE
TO:			
F.H. Paschen, S.N. Ni (Name of Bidder)	ielsen & Associates LLC_ and Public B	uilding Commission	of Chicago
The undersigned inten	ds to perform work in connection with t		
	a Sole Proprietor	$\sim$	a Corporation
	a Partnership		_ a Joint Venture
June 30, 2020	tus of the undersigned is conf In addition, in the case w nt Venture Affidavit, is provided.		ttached Letter of Certification, dated ed is a Joint Venture with a non-MBE/WBE
The undersigned is pre with the above-named		d services or supply	the following described goods in connection
Asphalt Paving			
The above-described s Documents.	ervices or goods are offered for the foll	lowing price, with ter	ms of payment as stipulated in the Contract

69, 243-

#### 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 0

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

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

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

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

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

D	V	
D	T	

Sanchez Paving Company, Inc	
Name of MBE/WBE Firm (Print	t)
March 7, 2024	
Date	
708-333-1300	
Phone	

Tinth	4	litts
Signature	1	l

Timothy Waters Name (Print)

,

IF APPLICABLE: BY:

Signature

Joint Venture Partner (Print)

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



# CITY OF CHICAGO

#### DEPARTMENT OF PROCUREMENT SERVICES

JUN 3 0 2020

Otoniel Sanchez Sanchez Paving Company, Inc. 16309 S. Crawford Markham, IL 60426-5309

Dear Mr. Sanchez:

We are pleased to inform you that Sanchez Paving Company, Inc. has been 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 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 a **MBE** if you fail to:

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

• File your recertification within the required time period.

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

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

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

NAICS Codes: 237310- Highway, Street and Bridge Construction 237990- Sports Field and Tennis Courts Construction 532412- Construction Machinery and Equipment Rental or Leasing without Operator 561790- Snow Plowing Driveways and Parking Lots (i.e. Not Combined With Any Other Services)

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 1/C Chief Procurement Officer

SEA/fn

Print

Business & Contact Information		
BUSINESS NAME	Sanchez Paving Company	
OWNER	Mr. Otoniel Sanchez	
ADDRESS	16309 S. Crawford Markham, IL 60426-5309 [ <u>map]</u>	
PHONE	708-333-1300 Ext. 103	
FAX	708-333-4800	
EMAIL	tim@sanchezpaving.net	
ETHNICITY	Hispanic/Latino	
L		

# **Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	10/3/2023
RENEWAL DATE	6/15/2024
EXPIRATION DATE	6/15/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 237310- Highway, Street and Bridge Construction NAICS 237990 - Sports field construction NAICS 237990 - Tennis courts construction NAICS 532412 - Construction machinery and equipment rental or leasing without operator NAICS 561790 - Snow plowing driveways and parking lots (i.e., not combined with any other service)

# **Commodity Codes**

Code	Description
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 237990	Sports field construction
NAICS 237990	Tennis courts, outdoor, construction

3/8/24, 8:42 AM

B2Gnow

NAICS 532412 Construction machinery and equipment rental or leasing without operator

NAICS 561790 Snow plowing driveways and parking lots (i.e., not combined with any other service)

Additional Information	
WARD	Ν/Α
COMMUNITY AREA	Ν/Α
QUALIFIED INVESTMENT AREA	N/A

	SCHEDULE C - Letter of Inte To Perforr Subcontractor, Subconsultant,	n As	
Name of Project:	Kenwood Academy Link and Mechani	cal Project / Con	tract No. C1602R
Project Number:	05326		
FROM:			
Cardinal State, LI (Name of MBE or WBE)		MBE X	WBE
F.H. Paschen, S.N. Nie (Name of Bidder)	Isen & Associates LLC_ and Public Bui		
ć	a Sole Proprietor	Х	a Corporation
	a Partnership		a Joint Venture
10/21/2022 firm, a Schedule B, Join	. In addition, in the case who t Venture Affidavit, is provided.	ere the undersig	attached Letter of Certification, dated ned is a Joint Venture with a non-MBE/WBE
The undersigned is prep with the above-named p		services or suppl	y the following described goods in connection
Furnish and provid	e landscape related items and s	ervices.	
The above-described se Documents.	_		erms of payment as stipulated in the Contract

.

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

#### PARTIAL PAY ITEMS

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

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

#### SUB-SUBCONTRACTING LEVELS\*

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

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

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

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

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

-			
R	v	٠	
D			

Date

Phone

0

611

Signature Roger Wiese Name (Print)

Joint Venture Partner (Print)

Cardinal State, LLC Name of MBE/WBE Firm (Print)

3/8/2024

630-320-9257

IF APPLICABLE:

Date

BY:

Signature

Name (Print) MBE\_\_\_\_\_WBE\_\_\_Non-MBE/WBE

Phone



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

OCT 2 1 2022

Roger Wiese Cardinal State, LLC 1719 Spring Creek Road Barrington Hills, IL 60010

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Wiese:

We are pleased to inform you that **Cardinal State**, **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 **December 1**, **2022** 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 December 1**<sup>st</sup>.

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 December 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.

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;

Cardinal State, LLC Page 2 of 2

- 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**, 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): 238110 - Poured Concrete Foundation Contractors 238910 - Site Preparation Contractors 561730 - Landscaping Services 562910 - Remediation Services

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/sl

**Certified Profile** 

B2Gnow

CLOSE WINDOW

Print

### **Business & Contact Information**

BUSINESS NAME	Cardinal State LLC
OWNER	Mr. Roger Wiese
ADDRESS	1719 Spring Creek Road Barrington Hills, IL 60010 <u>[map]</u>
PHONE	630-320-9257
FAX	630-326-8142
EMAIL	rogerw@cardinalstatellc.com
ETHNICITY	Asian American

# **Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	12/28/2023
RENEWAL DATE	12/1/2024
EXPIRATION DATE	12/1/2027
CERTIFIED BUSINESS DESCRIPTION	NAICS 238110 Poured Concrete Foundation Contractors NAICS 238910 Site Preparation Contractors NAICS 561730 Landscaping Services NAICS 562910 Remediation Services

# **Commodity Codes**

Code	Description
NAICS 238110	Poured Concrete Foundation and Structure Contractors
NAICS 238910	Site Preparation Contractors
NAICS 561730	Landscaping Services
NAICS 562910	Remediation Services

3/8/24, 9:00 AM		B2Gnow	
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, ar	nd/or Material Supplier
Name of Project: Kenwood Academy High School Link	and Mechanical Project
Project Number: 05326	
FROM:	
Oakton Architectural Glass M (Name of MBE or WBE)	IBE X WBE
TO:	
F.H. Paschen, S.N. Nielsen & Associates LLC and Public Buildin (Name of Bidder)	ng Commission of Chicago
The undersigned intends to perform work in connection with the at	bove-referenced project as (check one):
X a Sole Proprietor	a Corporation
a Partnership	a Joint Venture
The MBE/WBE status of the undersigned is confirmed 02/22/2021 . In addition, in the case where firm, a Schedule B, Joint Venture Affidavit, is provided.	
The undersigned is prepared to provide the following described ser with the above-named project.	vices or supply the following described goods in connection
Furnish and Install Aluminum Windows, Sto	refront and Looselites.
The above-described services or goods are offered for the followin Documents.	g price, with terms of payment as stipulated in the Contract

#### 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.

% 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:

Oakton Architectural Glass

Name of MBE/WBE Firm (Print) 3/8/24 Date 630-422-1931 Phone

MC	- transfer
Signature	
Jaime A. Pacheco	

Name (Print)

IF APPLICABLE: BY:

Signature

Joint Venture Partner (Print)

Date Phone

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



# CITY OF CHICAGO

#### DEPARTMENT OF PROCUREMENT SERVICES

FEB 2 2 2021

Jaime Pacheco Oakton Architectural Glass, LLC 777 Dillon Drive Wood Dale, IL 60191

Dear Mr. Pacheco:

We are pleased to inform you that **Oakton Architectural Glass, LLC** is certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **1/31/2026**; 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 1/31/2022, 1/31/2023, 1/31/2024 and 1/31/2025. 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 in the suspension or rescission of your certification.

Your firm's five-year certification will expire on 1/31/2026. 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 11/30/2025.

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, 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): 238150 - Glass and Glazing 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,

Shin G. MM

Shannon E. Andrews  $\mathcal{Y}$  Chief Procurement Officer

SEA/do

# **Certified Profile**

Print

Business & Contact Information		
BUSINESS NAME	Oakton Architectural Glass LLC	
OWNER	Jaime Pacheco	
ADDRESS	777 Dillon Drive IL Wood Dale, IL 60191 <u>[map]</u>	
PHONE	847-525-5094	
EMAIL	alex@oaktonarch.com	
ETHNICITY	Hispanic/Latino	

<b>Certification Inf</b>	ormation
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CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	3/7/2024
RENEWAL DATE	1/31/2025
EXPIRATION DATE	1/31/2026
CERTIFIED BUSINESS DESCRIPTION	238150 Glass and Glazing Contractors

Commodity Co	des
Code	Description
NAICS 238150	Glass and Glazing Contractors

A	dditional Information	
N	VARD	N/A
С	OMMUNITY AREA	N/A
Q	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:	Kenwood Academy Link and Mechani	ical Project / C	Contra	act No. C1602R
Project Number:	05326			
FROM:				
ARCORP STRUCT	TURE, LLC.	MBE >	х	WBE
(Name of MBE or WBE)				
TO:				
	and Public Bu	ilding Commis	ssion	of Chicago
(Name of Bidder)		0		
The undersigned intend	s to perform work in connection with the	e above-refere	ence	d project as (check one):
	a Sole Proprietor	х	ĸ	_ a Corporation
6	a Partnership			_ a Joint Venture
12/8/20				ttached Letter of Certification, dated ed is a Joint Venture with a non-MBE/WBE
The undersigned is prep with the above-named p		services or su	ipply	the following described goods in connection

#### STRUCTURAL STEEL FABRICATION & ERECTION

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

#### \$675,000.00

#### 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:

#### SEE ARCORP QUOTE #E24-125

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

#### SUB-SUBCONTRACTING LEVELS\*

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

27% % 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: ARCORP STRUCTURES, LLC.	Digitally gapent A Zanca Sin Dir (211), Erics adjournagen com Or-Anong Bruckster, LLC- Anong Bruckster, LLC- Commentation and Anone Commentation Daniel A. Zarco Sr. Lasterior Direage Office Automatic Commentation and Commentation and Status and Other Status Sta		
Name of MBE/WBE Firm (Print) 3/11/24	Signature DANIEL A. ZARCO SR.		
Date 866-312-4766	Name (Print)		
Phone			
IF APPLICABLE: BY:			
Joint Venture Partner (Print)	Signature		
Date	Name (Print) MBE WBE Non-MBE/WBE		
Phone			



#### CITY OF CHICAGO

#### DEC 0 8 2020 DEPARTMENT OF PROCUREMENT SERVICES

Daniel Zarco Arcorp Structures, LLC 7301 W. 25<sup>th</sup> Street North Riverside, Illinois 60546

Dear Mr. Zarco:

We are pleased to inform you that Arcorp Structures, LLC is certified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 12/1/2025; 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 **12/1/2021**, **12/1/2022**, **12/1/2023** and **12/1/2024**. 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 in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/1/2025**. 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 **10/1/2025**.

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.

Arcorp Structures, LLC Page 2 of 2

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

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

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

NAICS Code(s): 238120 – Structural Steel and Precast Concrete Contractors 238120 – Structural Steel Erecting or Iron Work Contractors 238130 – Steel Framing Contractors 238190 – Decorative Steel and Wrought Iron Work Installation 331110 – Steel Manufacturing 332312 – Fabricated Structural Metal Manufacturing

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,

Om F. MM

Shannon E. Andrews Chief Procurement Officer

SEA/Ij

Print

# **Business & Contact Information**

BUSINESS NAME	Arcorp Structures, LLC	
OWNER	Mr. Daniel Zarus	1221.45.4
ADDRESS	2310 W 78th St Chicago, IL 60620 [ <u>map]</u>	Contraction of the second
PHONE	866-312-4766 Ext. 700	
FAX	708-564-2223	
EMAIL	dan@arcorpgroup.com	
ETHNICITY	Hispanic/Latino	

# **Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	12/19/2023
RENEWAL DATE	12/1/2024
EXPIRATION DATE	12/1/2025
CERTIFIED BUSINESS DESCRIPTION	Structural Steel and Precast Concrete Contractors Structural Steel Erecting or Iron Work Contractors Steel Framing Contractors Decorative Steel and Wrought Iron Work Installation Steel Manufacturing Fabricated Structural Metal Manufacturing

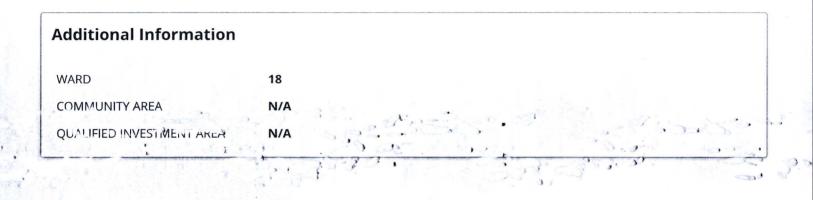
# **Commodity Codes**

Code	Description
NAICS 238120	Structural Steel and Precast Concrete Contractors
NAICS 238120	Structural steel erecting or iron work contractors
NAICS 238130	Steel framing contractors

NAICS 238190	Decorative steel and wrought iron work installation
--------------	---

NAICS 331110 Steel manufacturing

NAICS 332312 Fabricated structural metal manufacturing



	SCHEDULE C - Letter of Ir To Perfo Subcontractor, Subconsultar		)
Name of Project:	Kenwood Academy		
Project Number:	05326		
FROM:			
Phoenix Busi (Name of MBE or WBE)	ness Solutions LLC	MBEWBE	
TO:			
Candor Elect (Name of Bidder)	ric and Public Bu	uilding Commission of Chicago	
The undersigned intends	s to perform work in connection with th	e above-referenced project as (	check one):
a	Sole Proprietor	X a Corporati	ion
a	Partnership	a Joint Ven	ture
06/09/2020	s of the undersigned is confir In addition, in the case wh Venture Affidavit, is provided.	med by the attached Lett tere the undersigned is a Joint \	ter of Certification, dated /enture with a non-MBE/WBE
The undersigned is prepa with the above-named pr	red to provide the following described oject.	services or supply the following o	described goods in connection
communication	ns cabling,		DVS system
Intercom and	program interface		
The above-described service Documents.	vices or goods are offered for the follow	,	
Sub-Contra	to 100%-	\$ 152.3	1400 pth

Date of Issue: February 8, 2024. PBC: C1602R\_Kenwood Academy Link and Mechanical Project\_Book 1 Instructions to Bidders

Page 27 of 44

#### 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

0

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

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

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

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

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

BY:

Phoenix Business Solutions LLC

Name of MBE/WBE Firm (Print) 03/07/24

Date 708-388-1330 Phone

IF APPLICABLE: BY:

Joint Venture Partner (Print)

Date

Phone

T. Johnah

Signature Peggy T. Hrindak

Name (Print)

Signature

Name (Print) MBE WBE Non-MBE/WBE

Date of Issue: February 8, 2024 PBC: C1602R\_Kanwood Academy Link and Mechanical Project\_Book 1 Instructions to Bidders

Page 28 of 44



CITY OF CHICAGO

#### DEPARTMENT OF PROCUREMENT SERVICES

JUN 0 9 2020

Peggy Hrindak Phoenix Business Solutions, LLC 12543 S. Laramie Ave. Alsip, IL 60803

Dear Ms. Hrindak:

We are pleased to inform you that Phoenix Business Solutions, LLC has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until 6/1/2025; 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 6/1/2021, 6/1/2022, 6/1/2022 and 6/1/2023. 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 in the suspension or rescission of your certification.

Your firm's five-year certification will expire on 6/1/2025. 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 4/1/2025.

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 a **WBE** if you fail to:

and

#### Phoenix Business Solutions, LLC 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, or 866-IG-TIPLINE (866-448-4754).

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

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

NAICS Code(s):

#### 238210 - Electrical Contractor

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,

Sha E.MM

Shannon E. Andrews C Chief Procurement Officer

SEA/kr

# **Certified Profile**

B2Gnow

Print

Business & Contact Information		
BUSINESS NAME	Phoenix Business Solutions,LLC, DBA Same	
OWNER	Ms. Peggy Hrindak	
ADDRESS	12543 S. Laramie Ave. Alsip, IL 60803 <u>[map]</u>	
PHONE	708-388-1330	
FAX	708-388-1446	
EMAIL	phrindak@getpbsnow.com	
ETHNICITY	Caucasian	

# **Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	6/13/2023
RENEWAL DATE	6/1/2024
EXPIRATION DATE	6/1/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 238210 Electrical contractors

Commodity Codes		
Description		
Electrical contractors		

Additional Information	
WARD	N/A
COMMUNITY AREA	N/A

QUALIFIED INVESTMENT AREA N/A

B2Gnow

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

Name of Project: K	Kenwood Academy Link and Mechanic	al Project / Contrac	t No. C1602R
Project Number:	05326		
FROM: Rue Of MBE or WBE) TO:	Omport	MBE\	NBE X
F.H. Paschen, S.N. Nielse (Name of Bidder)	en & Associates LLC and Public Build	ding Commission o	f Chicago
The undersigned intends to	o perform work in connection with the	above-referenced	project as (check one):
a S	Sole Proprietor	8	a Corporation
a P	Partnership		a Joint Venture
4/13/23			ached Letter of Certification, dated I is a Joint Venture with a non-MBE/WBE
The undersigned is prepare with the above-named proj		ervices or supply th	e following described goods in connection
EXEMULATION /	BrekAll		

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

534, 8325

#### 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:

RW COLLINS CO.	
Name of MBE/WBE Firm (Print)	
Date 708 - 325 - 5017	

May Mathenen

IF APPLICABLE:

BY:

Phone

Signature	,
Mansi	Nathenen
Name (Print)	Natheney

Signature

Joint Venture Partner (Print)

Date

Phone

Name (Print) MBE WBE Non-MBE/WBE



## DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

FEB - 7 2018

Ann H. Collins R. W. Collins Co. 7225 West 66<sup>th</sup> Street Chicago, IL 60638

Dear Ann H. Collins:

We are pleased to inform you that **R.W. Collins Co.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **2/1/2023**; 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 **2/1/2019, 2/1/2020, 2/1/2021, and 2/1/2022.** Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit in the suspension or rescission of your certification.

Your firm's five year certification will expire on 2/1/2023. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 12/1/2022.

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

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

Chy .

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

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

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

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

#### NAICS Code(s):

- 562910 Environmental remediation services
- 562910 Oil spill cleanup services
- 562910 Remediation and cleanup of contaminated buildings, mine sites, soil, or ground water
- 562910 Remediation services, environmental
- 562910 Site remediation services
- 562910 Soil remediation services

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 selfperformed 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/lj

3/1/24, 9:07 AM

**Certified Profile** 

**B2Gnow** 

# CLOSE WINDOW

Print

Business & Contact Information	AME R.W. Collins Co	Ms. Mary Beth Matheney	7225 West 66th Street Chicago, IL 60638-4701 [ <u>map</u> ]	708-325-5017	708-458-6870	mmatheney@rwcollins.com	Caucasian	
Business & Contac	BUSINESS NAME	OWNER	ADDRESS	PHONE	FAX	EMAIL	ETHNICITY	

# **Certification Information**

CERTIFYING AGENCYCity of ChicagoCERTIFICATION TYPEWBE - Women Business EnterpriseCERTIFICATION DATEWE - Women Business EnterpriseCERTIFICATION DATE4/13/2023RENEWAL DATE4/1/2024RENEVAL DATE4/1/2024CERTIFICATION DATE4/1/2024CERTIFICATION DATE4/1/2024CERTIFICATION DATE4/1/2024CERTIFICATION DATE4/1/2024CERTIFIED BUSINESS DESCRIPTIONEnvironmental remediation Services; Underground Storage Tank Removal; Waste Management Services; Underground Storage Tank Removal; Waste Management ServicesCERTIFIED BUSINESS DESCRIPTIONEnvironmental remediation services S62910 Remediation servicesS62910 Remediation services562910 Soil remediation services S62910 Soil remediation services S62910 Soil remediation services S62910 Oil spill cleanup servicesS62910 Oil spill cleanup services562910 Oil spill cleanup services S62910 Oil spill cleanup services		
	CERTIFYING AGENCY	City of Chicago
	CERTIFICATION TYPE	WBE - Women Business Enterprise
	CERTIFICATION DATE	4/13/2023
	RENEWAL DATE	4/1/2024
	EXPIRATION DATE	4/1/2024
	CERTIFIED BUSINESS DESCRIPTION	Environmental and Soil Remediation Services; Underground Storage Tank Removal: Waste Management Services 562910 Environmental remediation services 562910 Remediation and clean up of contaminated buildings, mine sites, soil, or ground water 562910 Remediation services 562910 Site remediation services 562910 Oil spill cleanup services 562910 Oil spill cleanup services

# **Commodity Codes**

•	
Code	Description
NAICS 562910	Environmental remediation services
NAICS 562910	Oil spill cleanup services

https://chicago.mwdbe.com

1/2

3/1	3/1/24, 9:07 AM	B2Gnow
	NAICS 562910	Remediation and cleanup of contaminated buildings, mine sites, soil, or ground water
	NAICS 562910	Remediation services, environmental
	NAICS 562910	Site remediation services
	NAICS 562910	Soil remediation services
	Additional Information	mation

WARD	13
COMMUNITY AREA	64 Clearing
QUALIFIED INVESTMENT AREA	No

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

	oubcontractor, oubconsultant, una/or material oupprior	
Name of Project:	Kenwood Academy Link and Mechanical Project / Contract No. C1602R	
Project Number:	05326	
FROM:		
	n Case, Inc. MBEWBEX	
(Name of MBE or WBE)	E)	
TO:		
F.H. Paschen, S.N. Nie	Nielsen & Associates LLC_ and Public Building Commission of Chicago	
(Name of Bidder)		
The undersigned intend	nds to perform work in connection with the above-referenced project as (check o	ne):
	_ a Sole ProprietorXa Corporation	
	a Partnershipa Joint Venture	
12/29/23	atus of the undersigned is confirmed by the attached Letter of In addition, in the case where the undersigned is a Joint Venture	
firm, a Schedule B, Joir	pint Venture Affidavit, is provided.	
The undersigned is prep with the above-named p	repared to provide the following described services or supply the following described d project.	ed goods in connection
Solid surfa	ace window sills	
The above-described se Documents.	services or goods are offered for the following price, with terms of payment as sti	pulated in the Contract
\$16,500 - N	Net 30 days payment.	

### 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:

ature Sign nice LeTourneau

KBI Custom Case, Inc. Name of MBE/WBE Firm (Print) 03/08/24 Date 815-648-4940 Phone

IF APPLICABLE: BY:

Joint Venture Partner (Print)

Signature

ame (Print)

Date

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

Phone



### CITY OF CHICAGO

### DEPARTMENT OF PROCUREMENT SERVICES

DEC 2 9 2023

Janice LeTourneau K.B.I. Custom Case, Inc. 12406 Hansen Rd. Hebron, IL 60034

RE: CONTINUATION OF CERTIFICATION

Dear Ms. LeTourneau:

We are pleased to inform you that K.B.I. Custom Case, Inc. continues to be certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **September 15, 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 September 15<sup>th</sup>**.

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 September 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.

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

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

 Notify the City of any changes affecting your firm's certification within 10 days of such change.

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, 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):

321918 – Panel Work, Wood Millwork, Manufacturing

337110 – Countertops (i.e., Kitchen, Bathroom), Wood or Plastics Laminated on Wood Manufacturing

- 337122 Cabinets, Wood Household-Type, Freestanding, Manufacturing
- 337126 Cabinets, Metal Household-Type, Freestanding, Manufacturing

337212 – Millwork, Custom, Architectural, Manufacturing

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,

Tammi Morgan Contracting Equity Officer

TM/fn Je

Print

Business & Contact Information				
BUSINESS NAME	KBI CUSTOM CASE, INC.			
OWNER	Janice Letourneau			
ADDRESS	12406 Hansen Road IL Hebron, IL 60034-0000 <u>[map]</u>			
PHONE	815-648-4940			
FAX	815-648-4827			
EMAIL	janicel@kbicustomcase.com			
ETHNICITY	Caucasian			

# **Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	12/29/2023
RENEWAL DATE	9/15/2024
EXPIRATION DATE	9/15/2024
CERTIFIED BUSINESS DESCRIPTION	Millwork Countertops (i.e., kitchen, bathroom), wood or plastics laminated on wood, manufacturing Cabinets, wood household-type, freestanding, manufacturing Cabinets, metal household-type, freestanding, manufacturing Millwork, custom architectural, manufacturing

Commodity Codes					
Code	Description				
NAICS 321918	Panel work, wood millwork, manufacturing				
NAICS 337110	Countertops (i.e., kitchen, bathroom), wood or plastics laminated on wood, manufacturing				
NAICS 337122	Cabinets, wood household-type, freestanding, manufacturing				

NAICS 337212

Millwork, custom architectural, manufacturing

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

Name of Project:	Kenwood Academy High School Link and Mechanical Project			
Project Number:	C1602			
FROM:				
C.R. Schmidt, I (Name of MBE or WBE		MBE	WBE X	
(Name of Bidder)	A. NELSEN & ASSOCIATES and Public Buil			
	a Sole Proprietor	Х	_ a Corporation	
	a Partnership	-	_a Joint Venture	
12/4/19			tached Letter of Certification, dated d is a Joint Venture with a non-MBE/WBE	
The undersigned is prep with the above-named		ervices or supply t	he following described goods in connection	

2" Aggregate Setting Bed, 1/4" Limestone Swept Joints, Unilock Eco Priora Pavers in Standard Finish/Color, Mechanically Laid in Modified Herringbone Pattern w/ Half Pieces.

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

\$46,200.00 Forty Six Thousand Two Hundred Dollars

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

Subcontractor, Subconsultant, and/or Material Supplier

### PARTIAL PAY ITEMS

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

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

#### SUB-SUBCONTRACTING LEVELS\*

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

o l 3.8.24 0

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) 3.6.24 Date 630 293 5885 Phone Signature

Olivia Lockett Name (Print)

Joint Venture Partner (Print)

IF APPLICABLE:

Date

BY:

Signature

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

Phone



### 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;

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

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

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

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

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

# NAICS Code(s): 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,

She E.M.

Shannon E. Andrews

SEA/sl

# **Certified Profile**

Print

# Business & Contact Information

BUSINESS NAME	C.R. Schmidt, Inc.
OWNER	Ms. Olivia Lockett
ADDRESS	3S215 Talbot Avenue Warrenville, IL 60555 <u>[map]</u>
PHONE	630-293-5885
FAX	630-293-7030
EMAIL	<u>olivia@crschmidt.com</u>
ETHNICITY	Caucasian

B2Gnow

# **Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	1/25/2024
RENEWAL DATE	11/15/2024
EXPIRATION DATE	11/15/2024
CERTIFIED BUSINESS DESCRIPTION	NAICS 238990 All Other Specialty Trade Contractors (Installers of pavers and retaining walls)

Commodity Codes				
Code	Description			
NAICS 238990	All Other Specialty Trade Contractors			

Additional Informatio	n		
WARD	N/A		
COMMUNITY AREA	N/A		

QUALIFIED INVESTMENT AREA N/A

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B2Gnow

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# **Document A310<sup>™</sup> – 2010**

**Conforms with The American Institute of Architects AIA Document 310** 

# Bid Bond

### **CONTRACTOR:**

(Name, legal status and address) F.H. Paschen, S.N. Nielsen & Associates LLC

5515 N. East River Road Chicago, IL 60656

### **OWNER:**

(Name, legal status and address) Public Building Commission of Chicago 50 West Washington Street Chicago, IL 60602

### SURETY:

(Name, legal status and principal place of business) Continental Casualty Company 151 N Franklin Street CHICAGO, IL 60606 State of Inc: Illinois

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

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

## BOND AMOUNT: Five Percent of Amount Bid (5%)

### **PROJECT:**

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

CONTRACT NO. C1602R KENWOOD ACADEMY LINK AND MECHANICAL PROJECT 5015 SOUTH BLACKSTONE AVENUE CHICAGO, IL 60615 PROJECT #05326

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

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

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

2024 Signed and sealed this 8th day of March SN Melsen & Associates F.H. Paschen. 1C (Princ (Seal) (Witness) Kathleen Pattison Title) Roland Schneider, AUthorized Agent & VP Continental Casualty Company Surety (Seal) Gary Eklund (Title) Adrienne C. Stevenson, Attorney-in-Fact

State of County of	Georgia} ss:			
On therein, duly con	March 8, 2024 missioned and sworn, persona		Notary Public in and	for said County and State, residing
		Adrienne C. Stevenso	n	
the corporation de		e within and foregoing ins		o me to be the person who executed h corporation executed the same.
IN WITNESS W	HEREOF, I have hereunto set a	ny hand and affixed my of	icial seal, the day and	year stated in this certificate above.
My Commission	Expires February 7	2026	S & Joharon Jean	Potts Notary Public

SHARON JEAN POTTS NOTARY PUBLIC Fulton County, GEORGIA My Comm. Expires 02/07/2026

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

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

Adrienne C. Stevenson

, Individually

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

### - In Unlimited Amounts -

Surety Bo	nd Number: 001
Principal:	F.H. Paschen, S.N. Nielsen & Associates LLC
Obligee:	Public Building Commission of Chicago

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of April, 2023.

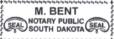


Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

Luotun Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of April, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 8th day of March , 2024



Form F6853-4-2023

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

D. Johnson

Assistant Secretary

# **Authorizing By-Laws and Resolutions**

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and resolutions to execute power of attorneys on behalf of each of the CNA Companies.

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

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

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

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

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

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

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

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

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

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

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

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

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."



Adrienne C. Stevenson Vice President Marsh USA Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, Georgia 30326 1 404 995 2920 adrienne.c.stevenson@marsh.com www.marsh.com

February 28, 2024

Patricia Montenegro Public Building Commission of Chicago 50 W. Washington Street, Suite 200 Chicago, Illinois 60602

### Subject: F.H. Paschen, S.N. Nielsen & Associates LLC

# Re: CONTRACT NO. C1602R KENWOOD ACADEMY LINK AND MECHANICAL PROJECT 5015 SOUTH BLACKSTONE AVENUE CHICAGO, IL 60615 PROJECT #05326

Dear Ms. Montenegro:

Continental Casualty Company is the Surety for F.H. Paschen, S.N. Nielsen & Associates LLC and Marsh USA Inc. is their surety agent that currently has the privilege of providing bonds for F.H. Paschen, S.N. Nielsen & Associates LLC. F.H. Paschen, S.N. Nielsen & Associates LLC's financial strength and management capabilities have qualified them for bonding on any project, which they have chosen to undertake. As such, Continental Casualty Company highly recommends them for your favorable consideration on your project.

F.H. Paschen, S.N. Nielsen & Associates LLC has been extended a bonding facility, which will support individual projects up to \$500,000,000.00 and an aggregate work program in the \$1,300,000,000.00 range. F.H. Paschen, S.N. Nielsen & Associates LLC currently has in excess of \$500,000,000.00 in available bond capacity. Surety bonds are issued through the Continental Casualty Company which is rated A XV by AM Best and is listed in the Federal Register.

Continental Casualty Company holds F.H. Paschen, S.N. Nielsen & Associates LLC in the highest regard. We heartily endorse their organization and will provide the requisite bonding should the project be awarded to F.H. Paschen, S.N. Nielsen & Associates LLC. This commitment is subject to acceptable contractual and underwriting terms and conditions.

Sincerely, **Continental Casualty Company** Adrienne C. Stevenson Attorney-in-Fact



### STATE OF GEORGIA COUNTY OF FULTON

I. Sharon Jean Potts , a Notary Public in and for said County, do hereby certify that <u>Adrienne C. Stevenson</u> as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

### CONTINENTAL CASUALTY COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of <u>Atlanta</u> in said County, this <u>28th</u> day of <u>February</u> A.D. <u>2024</u>

Notary Public SHARON JEAN POTTS NOTARY PUBLIC Fulton County, GEORGIA My Comm. Expires 02/07/2026

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

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

, Individually

Adrienne C. Stevenson

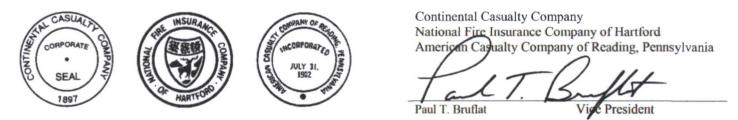
Georgia \_\_\_\_\_, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal Atlanta of and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of February, 2021.



State of South Dakota, County of Minnehaha, ss:

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said. February 2024 insurance companies this 28th day of



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

D. Johnson Assistant Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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