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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1611

**EMERGENCY MEDICAL SERVICES (EMS) ADDITION
701 NORTH KILBORN AVENUE
CHICAGO, IL 60651
PROJECT #07215**

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 JUNE 26, 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

PUBLIC BUILDING COMMISSION OF CHICAGO

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PUBLIC BUILDING COMMISSION OF CHICAGO

I. INTRODUCTION

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

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

II. PROJECT INFORMATION

A. General Information

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

CONTRACT NO. C1611

EMERGENCY MEDICAL SERVICES (EMS) ADDITION

CHICAGO, IL

PBC PROJECT #07215

2. General Description of Scope of Work:

The project scope includes a new 3-Story +/- 53,000SF addition to the existing Public Safety Training Center facility, along with associated site development. The building program includes offices, training rooms, classrooms, simulation labs, support spaces, and new MEP/FP systems.

3. Construction Budget for Base Work Only: \$26,500,000.00 to \$27,000,000.00 (including Allowances and Commission's Contract Contingency Funds).
4. User Agency: City of Chicago – Department of Fleet and Facility Management (2FM)
5. Project is located in Ward: 37
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
7. Requests for Information: Bidders are to submit requests for information, in writing, via email to the attention of Mr. James Borkman, PBC Contract Officer at: james.borkman@cityofchicago.org.
8. Contract Documents Availability: Documents are available at: Cushing and Company, 213 W. Institute Pl. Suite 200 Chicago, IL 60610. Contact name: Diane Nelson. Telephone number: 312-266-8228.
9. Cushing and Company Planroom: <http://dfs.cushingco.com/pbc.htm>
10. **Pre-Bid Meeting Date, Time, and Location: July 10, 2024, at 10:00a.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.**
11. **Technical Review Meeting Date, Time, and Location: July 10, 2024, at 10:30a.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.**
12. **Site Visit Meeting Date, Time, and Location:**

Bidders shall be responsible for inspecting the Sites to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the site logistics required for the successful performance of this Contract.

Failure of the Bidders to visit the Sites shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

***NOTES REGARDING MEETINGS:**

- a. Meetings referenced in Items #9, 10, and 11 above are NOT mandatory.
 - b. Subcontractors and Suppliers are encouraged to attend the meetings.
 - c. Proper PPE must be worn at all times on the site.
 - d. Bidders shall comply with all COVID-19 protocols in accordance with City of Chicago and CDC guidelines.
13. **Bid Due Date and Public Bid Opening Date, Time, and Location:** Bids Due: Bids are due **WEDNESDAY, AUGUST 7, 2024 at 11:00a.m.** and a Public Bid Opening will be held immediately following receipt of bids via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.
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: 30% MBE and 6% WBE
18. Source of Funding: City of Chicago
19. **Pre-Award Meeting Date, Time, and Location:** A Pre-Award is tentatively scheduled for **Thursday, August 9, 2024 at 11:00 a.m.** via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.
- For the Pre-Award Meeting, the Lowest Responsive and Responsible Bidder shall be required to:
- a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
 - b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D
 - c. Provide and be prepared to discuss the Schedule of Values for the project
 - d. Provide a list of Pre-Award meeting attendees in advance of the meeting
20. **Notice of Award** is anticipated to be issued following August 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. **All meetings referenced throughout this document will be hosted on ZOOM virtual meeting platform. To join click on the link or call the number below:**

| | |
|------------------------------|---|
| Meeting Link: | Emergency Medical Services (EMS) Addition |
| Meeting Phone Number: | 312-626-6799 |
| Meeting ID: | 876 6015 8818 |
| Meeting Passcode: | None required |

B. Mandatory Project Specific Contractor Staffing Requirements

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

C. Scheduling Software Requirements

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

D. Online Collaboration and Documentation Management System Requirements

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

E. Time of Completion

Substantial Completion must be achieved no later than February 28, 2026. Schedule Milestones must be completed as follows:

| Milestone Descriptions | Milestone Dates |
|--|-----------------|
| Schedule Milestone #1: <ul style="list-style-type: none">Permitting and Mobilization (Start No Sooner Than: September 16, 2024) | 10/31/2024 |
| Substantial Completion: <ul style="list-style-type: none">Anticipated Caissons only Permit Issuance: August 31, 2024Anticipated Building Permit Issuance: September 30, 2024 (Start No Sooner Than: October 21, 2024) – (Work may commence upon completion and the Commission's acceptance of Milestone 1) | 02/28/2026 |
| Schedule Milestone #2: <ul style="list-style-type: none">FF&E Delivery and Installation (Start No Sooner Than: October 1, 2024) | 3/31/2026 |

F. Commission's Contract Contingency

1. The Commission's Contract Contingency for this Project is: \$825,000.00
2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be included as an allowance in the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

G. Copies of Drawings and Specifications

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

H. Liquidated Damages

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

I. Prevailing Wage Rates

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

III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

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

The PBC requests that all questions related to this solicitation be submitted in writing via email to the attention of James Borkman at james.borkman@cityofchicago.org no later than **July 26, 2024**.

B. Interpretations of Addenda

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

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

C. Pre-Qualification of Bidders

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

D. Evidence of Continuing Qualifications of Bidder

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

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

E. Preparation of Bid

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

F. Bid Deposit

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

G. Bidder's Execution of Bid

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

H. Affidavit of Non-Collusion

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

I. MBE and WBE Commitments

Contract specific goals for MBE and WBE participation is a minimum of 30% MBE and 6% WBE, respectively.

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

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

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

J. Local Business Subcontracting Participation and Community Hiring

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

2. Local Subcontracting Requirement
 - a. General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - b. General Contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.

3. Community Hiring Requirement. At least 7.5% of the project labor must be performed by "Project Community Residents" as defined in Section II.A.6 and included on the "Project Community Area Map" in Exhibit #3. The aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract may be complied through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. In order to comply with the Community Hiring requirement, the Contractor must hold a minimum of (2) application intake sessions in the designated Project Community as depicted on Exhibit (3) and compile an applicant database.
4. {INTENTIONALLY OMITTED}

K. Disclosure of Retained Parties

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

L. Submission of Bid

1. 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 james.borkman@cityofchicago.org.
2. Bidders who are unable to submit their bids electronically may request instructions for submitting a "hard copy" of their bid in writing to James Borkman, Director of Procurement at james.borkman@cityofchicago.org.
3. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
4. Written modifications of bids will be considered only if received prior to the time stated for receipt of Bids. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED BID" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit, and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

M. Withdrawal of Bids before Bid Opening

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

N. Opening of Bids

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

O. Evaluation of Bids

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

P. Basis of Award

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

Q. Performance and Payment Bond and Insurance

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

R. Protests

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

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

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

S. Licensing

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

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

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

U. Alternates

{INTENTIONALLY OMMITTED}

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PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1611

PERFORMANCE AND PAYMENT BOND

Contract No.

Bond No. 268018803

C1611

KNOW ALL MEN BY THESE PRESENTS, that we, Path Construction Company, Inc. a Corporation organized and existing under the laws of the State of Illinois, with offices in the City of Arlington Hts., State of Illinois, as 125 E. Algonquin Rd. Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

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

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated August 13, 2024, for the fabrication, delivery, performance, and installation of:

2FM

Emergency Medical Services (EMS) Addition

701 North Kilborn Avenue

Chicago, Illinois 60651

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

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

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety.

The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1611

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1611

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 8/14/24, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal

City State

CORPORATE SEAL

ATTEST:

PATH CONSTRUCTION COMPANY, INC.
Principal

BY *Sharon Lau*
Coordinator
Title

BY *[Signature]*
Richard Krause - President
Title



BY _____
175 Berkeley Street, Boston, MA 02116
Business Address

Liberty Mutual Insurance Company
Corporate Surety
BY *[Signature]*
William P. Maher, Attorney-In-Fact
Title



CORPORATE SEAL

FOR CLAIMS (Please print):

Contact Name: Liberty Claims Department, John O'Donnell

Business Address: 1001 4th Ave., Suite 3800, Seattle, WA 98154

Telephone: 847-396-7139 Fax: _____

The rate of premium of this Bond is \$ Tiered rates per thousand. **
Total amount of premium charged is \$ 140,427.00 **

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

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1611

BOND APPROVAL

BY

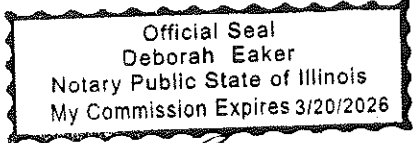
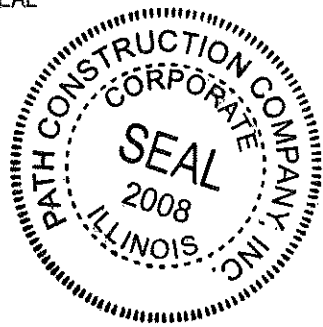
Mary Pat Witry, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, RICHARD KRAUSE, certify that I am the CORPORATE Secretary of PATH CONSTRUCTION COMPANY corporation named as Principal in the foregoing performance and payment bond, that RICHARD KRAUSE who signed on behalf of the Principal was then PRESIDENT of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 15 day of August, 2024

CORPORATE SEAL



Deborah Eaker



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

POWER OF ATTORNEY

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

Principal Name: Path Construction Co., Inc.
Obligee Name: Public Building Commission of Chicago
Surety Bond Number: 268018803

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of August, 2024.



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

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, 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 Notaries

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

ARTICLE 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 Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 2024.



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

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

IV. BID AND EXECUTION DOCUMENTS

A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1611, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d) Plans and Drawings, and e) Addenda Nos. (None unless indicated here)

Addendum 1 - 7/12/24 Addendum 2 - 7/19/24 Addendum 3 - 7/26/24

Addendum 4 - 7/31/24 Addendum 5 - 8/2/24 Addendum 6 - 8/6/24
~~Addendum 7 - 8/7/24~~

Further, the Contractor, having inspected the Sites 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 **Emergency Medical Services (EMS) Addition** 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 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. REVISED BID FORM (Addendum No. 4) - EMERGENCY MEDICAL SERVICES (EMS) ADDITION

| | |
|---------------|---|
| PROJECT NAME: | Emergency Medical Services (EMS) Addition |
| CONTRACT NO: | C1611 |
| PROJECT NO: | 07215 |

REVISED BID FORM (Addendum No. 4)
(For Electronic Submission Copy)

| LINE | DESCRIPTION | AMOUNT |
|------|--|------------------|
| 1 | Base Work Only | \$ 27,847,000.00 |
| 2 | Alternate #1 - Audio/Visual Equipment | \$ 615,000.00 |
| 3 | Commission's Contract Contingency | \$ 825,000.00 |
| 4 | Site Work Allowance | \$ 125,000.00 |
| 5 | Camera Allowance | \$ 110,000.00 |
| 6 | Furniture, Fixtures, and Equipment Allowance | \$ 1,250,000.00 |
| 7 | Rolling Gate at Chicago Avenue Entrance Allowance | \$ 150,000.00 |
| 8 | TOTAL BASE BID (equals Line 1 and Lines 3 through 7) | \$ 30,307,000.00 |
| 9 | TOTAL BASE BID + ALTERNATE #1 (equals Line 1 through Line 7) | \$ 30,922,000.00 |
| 10 | TOTAL AWARD CRITERIA FIGURE (based on Line 8) | \$ 28,246,124.00 |
| 11 | TOTAL AWARD CRITERIA FIGURE (based on Line 9) | \$ 28,819,304.00 |

Accepted by the Commission

SURETY INFORMATION

(Provide Legal Name and address of Surety)

Name: Liberty Mutual
Address: 815 Forbes Avenue, Hoffman Estates, IL 60192

BIDDER'S INFORMATION

Firm Name: Path Construction Company
Date: 8/9/2024

NOTES/INSTRUCTIONS

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

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

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

PROJECT NAME: Emergency Medical Services (EMS) Addition
 CONTRACT NO: C1611
 PROJECT NO: 07215

AWARD CRITERIA FIGURE FORMULA
 (For Electronic Submission Copy)

| | FORMULA |
|---|------------------------|
| Line 1. (Based on Total Base Bid) | \$30,307,000.00 |
| Line 2. Minority Journeyman (Maximum figure 0.70) | 0.70 |
| Line 3. Multiply Line 2 by Line 1 by 0.04 | \$848,596.00 |
| | \$30,307,000.00 |
| Line 4. Minority Apprentice (Maximum figure 0.70) | 0.70 |
| Line 5. Multiply Line 4 by Line 1 by 0.03 | \$636,447.00 |
| | \$30,307,000.00 |
| Line 6. Minority Laborer (Maximum figure 0.70) | 0.70 |
| Line 7. Multiply Line 6 by Line 1 by 0.01 | \$212,149.00 |
| | \$30,307,000.00 |
| Line 8. Female Journeyman (Maximum figure 0.15) | 0.15 |
| Line 9. Multiply Line 8 by Line 1 by 0.04 | \$181,842.00 |
| | \$30,307,000.00 |
| Line 10. Female Apprentice (Maximum figure 0.15) | 0.15 |
| Line 11. Multiply Line 10 by Line 1 by 0.03 | \$136,381.50 |
| | \$30,307,000.00 |
| Line 12. Female Laborer (Maximum figure 0.15) | 0.15 |
| Line 13. Multiply Line 12 by Line 1 by 0.01 | \$45,460.50 |
| | \$30,307,000.00 |
| Line 14. Total of Lines 3, 5, 7, 9, 11, and 13 | \$2,060,876.00 |
| Line 15. Total Award Criteria | \$28,246,124.00 |
| TOTAL AWARD CRITERIA (Line 15) | \$28,246,124.00 |

Accepted by the Commission

BIDDER'S INFORMATION

Firm Name: Path Construction Company
 Date: 8/9/2024

NOTES/INSTRUCTIONS

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

- Line 1. (Based on Total Base Bid) automatically populates from Bid Form.
- Bidder is to populate Lines 2, 4, 6, 8, 10, and 12 (fields shaded Light Green).
- Lines 2, 4, 6, 8, 10, and 12 are to be entered in decimals. (ie 5% participation = 0.05, 15% participation = 0.15, 50% participation = .50)
- TOTAL AWARD CRITERIA** automatically populates.

Alternate 1

PROJECT NAME: Emergency Medical Services (EMS) Addition
 CONTRACT NO: C1611
 PROJECT NO: 07215

AWARD CRITERIA FIGURE FORMULA (For Electronic Submission Copy)

| | FORMULA |
|---|------------------------|
| Line 1. (Based on Total Base Bid) | \$30,922,000.00 |
| Line 2. Minority Journeyman (Maximum figure 0.70) | 0.70 |
| Line 3. Multiply Line 2 by Line 1 by 0.04 | \$865,816.00 |
| | \$30,922,000.00 |
| Line 4. Minority Apprentice (Maximum figure 0.70) | 0.70 |
| Line 5. Multiply Line 4 by Line 1 by 0.03 | \$649,362.00 |
| | \$30,922,000.00 |
| Line 6. Minority Laborer (Maximum figure 0.70) | 0.70 |
| Line 7. Multiply Line 6 by Line 1 by 0.01 | \$216,454.00 |
| | \$30,922,000.00 |
| Line 8. Female Journeyman (Maximum figure 0.15) | 0.15 |
| Line 9. Multiply Line 8 by Line 1 by 0.04 | \$185,532.00 |
| | \$30,922,000.00 |
| Line 10. Female Apprentice (Maximum figure 0.15) | 0.15 |
| Line 11. Multiply Line 10 by Line 1 by 0.03 | \$139,149.00 |
| | \$30,922,000.00 |
| Line 12. Female Laborer (Maximum figure 0.15) | 0.15 |
| Line 13. Multiply Line 12 by Line 1 by 0.01 | \$46,383.00 |
| | \$30,922,000.00 |
| Line 14. Total of Lines 3, 5, 7, 9, 11, and 13 | \$2,102,696.00 |
| Line 15. Total Award Criteria | \$28,819,304.00 |
| TOTAL AWARD CRITERIA (Line 15) | \$28,819,304.00 |

Accepted by the Commission

BIDDER'S INFORMATION

Firm Name: _____ Path Construction Company
 Date: _____ 8/9/2024

NOTES/INSTRUCTIONS

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

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

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

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

5. TOTAL AWARD CRITERIA automatically populates.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Path Construction Co., Inc.
125 E Algonquin Rd Arlington Heights, IL 60005

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

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto Public Building Commission of Chicago
50 West Washington Street Chicago, IL 60602

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

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

WHEREAS, the Principal has submitted a bid for PBC Emergency Medical Service Addition. #C1611.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of August, 2024

Debraan Calver
(Witness)



Path Construction Co., Inc.
(Principal) (Seal)

Richard Krause - President
(Title)

Liberty Mutual Insurance Company
(Surety) (Seal)

Uswada
(Witness)



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

Surety Phone No. 617-357-9500

STATE OF Illinois

COUNTY OF Kane

I, V Broaddus Notary Public of Kane County,

in the State of Illinois, do hereby certify that William P. Maher

Attorney-in-Fact, of the Liberty Mutual Insurance Company

who is personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Liberty Mutual Insurance Company

for the uses and purposes therein set forth.

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

in said County, this 7th day of August A.D., 2024

V Broaddus

Notary Public V Broaddus

My Commission expires: April 28, 2025





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

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

POWER OF ATTORNEY

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

Principal Name: Path Construction Co., Inc.
Obligee Name: Public Building Commission of Chicago
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of August, 2024.

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

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



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of August, 2024, 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 Plymouth Meeting, 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 Notaries

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of August, 2024.



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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

F. ACCEPTANCE OF THE BID

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the 7 day of August, in the year 2024, (Board Date)

PUBLIC BUILDING COMMISSION OF CHICAGO

Mary Pat Witry, Secretary

Mayor Brandon Johnson, Chairman

CONTRACTING PARTY

Path Construction Company Inc.

125 E. Algonquin Road
Arlington Heights, IL 60005

Contractor Name

Address

IF A CORPORATION:

Name: Richard Krause

Title: President

Signature: [Handwritten Signature]

ATTEST BY: [Handwritten Signature] Richard Krause
Secretary

IF A PARTNERSHIP:

Partner (Signature) Address

Partner (Signature) Address

Partner (Signature) Address

IF A SOLE PROPRIETORSHIP:

Signature Address

NOTARY PUBLIC

County of Cook State of Illinois

Subscribed and sworn to before me on this 7 day of August, 2024

[Handwritten Signature] (SEAL)
Notary Public Signature Deborah Eaker

Commission Expires: 3/20/26



APPROVED AS TO FORM AND LEGALITY

[Handwritten Signature] Date: November 1, 2024
Neal & Leroy, LLC

PUBLIC BUILDING COMMISSION OF CHICAGO

V. BID SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria Figure) – USE EXCEL SHEET FOR SUBMISSION

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

1. Instructions

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

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

2. Award Criteria Figure Formula

| | | |
|---------|--|--------------|
| Line 1. | TOTAL BASE BID (Refer to Line 6 of BID FORM), in figures | \$30,309,000 |
| 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) | 0.70% |
| Line 3. | Multiply Line 2 by Line 1 by 0.04 | \$848,596 |
| 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) | 0.70% |
| Line 5. | Multiply Line 4 by Line 1 by 0.03 | \$636,447 |
| 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) | 0.70% |
| Line 7. | Multiply Line 6 by Line 1 by 0.01 | \$22,149 |
| 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) | 0.15% |
| Line 9. | Multiply Line 8 by Line 1 by 0.04 | \$181,842 |

PUBLIC BUILDING COMMISSION OF CHICAGO

| | | |
|----------|--|---------------|
| Line 10. | Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15) | 0.15% |
| Line 11. | Multiply Line 10 by Line 1 by 0.03 | \$ 136,381.50 |
| 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) | 0.15% |
| Line 13. | Multiply Line 12 by Line 1 by 0.01 | \$ 45,460.50 |
| Line 14. | Summation of Lines 3, 5, 7, 9, 11, and 13 | \$ 2,060,876 |
| Line 15. | Subtract Line 14 from Line 1 (= "Award Criteria Figure") | \$ 28,246,124 |
| | Award Criteria Figure (Insert Line 15 of Award Criteria Formula): | \$ 28,246,124 |

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

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

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

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

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

5. Reporting

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

6. Major Trades

| | |
|-------------|---------------|
| Landscaping | Excavation |
| Carpentry | Road Markings |
| Concrete | Asphalt |
| Electrical | Plumbing |

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 |
|---------------------|---------------------|
| Landscaping | 75% |
| Carpentry | 75% |
| Concrete | 65% |
| Electrical | 50% |
| Excavation | 50% |
| Road Markings | 75% |
| Asphalt | 50% |
| Plumbing | 50% |
| | |
| | |
| | |
| | |

PUBLIC BUILDING COMMISSION OF CHICAGO

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Non-collusion

STATE OF ILLINOIS }
 }SS
COUNTY OF COOK }
Richard Krause

_____ being first duly sworn, deposes and says that:

(1) He/She is Owner

(Owner, Partner, Officer, Representative or Agent) of
Path Construction Company, Inc.
_____ the Bidder that has submitted the attached Bid;

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


(Signed) Richard Krause
President

(Title)
Subscribed and sworn to before me this 7 day of August 2024


Estimating Coordinator

(Title)
My Commission expires:



MWBE PLAN APPROVAL



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

CONTRACT INFORMATION

| | | | |
|-------------------------|--|-----------------|---|
| Project | Emergency Medical Services EMS Addition | Project No | 07215 |
| Contract Name | General Construction | Contract No | C1611 |
| Contractor/Consultant | Path Construction Co., Inc. | Contract Amount | \$ 30,922,000.00 |
| | | Schedule D | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Description of Services | CDO Lincoln Square Brown Line Area Improvements General Construction | | |

M/WBE UTILIZATION PLAN

| Name Contractor | Type Work | MBE Allowed | WBE Allowed | Not Allowed | Schedule C |
|--|------------------------|---------------------|---------------|--------------------------|-------------------------------------|
| Garth Building Products & Services Corp. | Materials Supplier | | \$ 92,400.00 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Pinto Construction Group, Inc. | Carpentry | \$ 520,000.00 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Abitua Sewer, Water, and Plumbing, Inc. | Plumbing | \$ 912,000.00 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| erra Demolition, Inc. | Selective Demolition | \$ 15,000.00 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Wol Electric Supply Company, Inc. | Materials Supplier | \$ 438,000.00 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| aylor Electric Company | Electrical | \$ 640,000.00 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Phoenix Business Solutions, LLC | Electrical Low Voltage | | \$ 791,000.00 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| JF Carpentry Services, Inc. | Carpentry | \$ 2,152,000.00 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Metropolitan Steel, Inc. | Steel | \$ 600,000.00 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Omega Construction Services, Inc. | Concrete Work | \$ 1,600,000.00 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Totals | | Continued next page | | | |
| Goal % Approved | | | | | |

WAIVER

| | | | |
|-------------------------------|---|-----------------|---|
| Waiver Requested | <input type="radio"/> Yes <input checked="" type="radio"/> No | Waiver Approved | <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A |
| Waiver Approval Justification | | | |

Approved: Yes No

Signed: Patrice Doyle

Date: 10 15 2024

File Code: 07215 10-06

Requires Additional Consideration (specify):

Date Printed: 10 15 2024

File Code: 07215-10-06

File Name: ME_PBC_PLD_MWBEApproval_07215EmergencyMedicalSrvsAddtPathC1611_20241015

MWBE PLAN APPROVAL



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

CONTRACT INFORMATION

| | | | |
|-------------------------|--|-----------------|---|
| Project | Emergency Medical Services EMS Addition | Project No | 07215 |
| Contract Name | General Construction | Contract No | C1611 |
| Contractor/Consultant | Path Construction Co., Inc. | Contract Amount | \$ 30,922,000.00 |
| | | Schedule D | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Description of Services | CDO Lincoln Square Brown Line Area Improvements General Construction | | |

M/WBE UTILIZATION PLAN

| Name Contractor | Type Work | MBE Allowed | WBE Allowed | Not Allowed | Schedule C |
|---|----------------|-----------------|-----------------|--------------------------|-------------------------------------|
| Ortiz Contracting Group | Mechanical | \$ 2,400,000.00 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Doetsch Contractors Inc. | Site Demo | | \$ 537,000.00 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Chicago Area Plumbing & Mechanical Inc. | Site Utilities | | \$ 305,000.00 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Briar Patch Landscaping | Landscaping | | \$ 63,000.00 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Clausen Structures, Inc. | Rebar Cages | | \$ 67,000.00 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| Totals | | \$ 9,277,000.00 | \$ 1,855,400.00 | | |
| Goal % Approved | | 30.00 | 6.00 | | |

WAIVER

| | | | |
|-------------------------------|---|-----------------|---|
| Waiver Requested | <input type="radio"/> Yes <input checked="" type="radio"/> No | Waiver Approved | <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A |
| Waiver Approval Justification | | | |

Approved: Yes No

Signed: Patrice Doyle

Date: 10 15 2024

File Code: 07215 10-06

Requires Additional Consideration (specify):

Date Printed: 10 15 2024

File Code: 07215-10-06

File Name: ME_PBC_PLD_MWBEApproval_07215EmergencyMedicalSrvsAddtPathC1611_20241015

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Title and duly authorized representative of
Path Construction Co. Inc.

Name of General Contractor whose address is
125 E. Algonquin Road, Arlington Heights, IL 60005

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 |
| Garth Building Products & Serv. | Supply Materials | \$ | \$ 92,400 |
| Pinto Const. Group Inc. | Carpentry | \$ 520,000 | \$ |
| Abitua Sewer, Water & Plumbing | Plumbing | \$ 912,000 | \$ |
| Terra Demolition | Selective Demolition | \$ 15,000 | \$ |
| Wolf Electric Supply | Supplies | \$ 438,000 | \$ |
| Taylor Elec. Supply | F+I Electric | \$ 646,000 | \$ |
| Phoenix Business Solutions | Low Voltage / Fire Alarm | \$ | \$ 791,000 |
| JF Carpentry | Carpentry | \$ 2,152,000 | \$ |
| Total Net MBE/WBE Credit | | \$ | \$ |
| Percent of Total Base Bid | | % | % |

← See next Page

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Title and duly authorized representative of
Path Construction Co. Inc.

Name of General Contractor whose address is
125 E. Algonquin Road, Arlington Heights, IL 60005

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 |
| <u>Metropolitan Steel Inc.</u> | <u>Steel</u> | <u>\$ 600,000</u> | <u>\$</u> |
| <u>Omega Construction Services</u> | <u>Concrete work</u> | <u>\$ 1,600,000</u> | <u>\$</u> |
| <u>Ortiz Contracting Group</u> | <u>Mechanical</u> | <u>\$ 2,400,000</u> | <u>\$</u> |
| <u>Doetsch Contractors, Inc.</u> | <u>Site Demo</u> | <u>\$</u> | <u>\$ 537,000</u> |
| <u>Chicago Area Plumbing</u> | <u>Site Utilities</u> | <u>\$</u> | <u>\$ 305,000</u> |
| <u>Briar Patch Landscape</u> | <u>Landscaping</u> | <u>\$</u> | <u>\$ 63,000</u> |
| <u>Clausen Structures</u> | <u>Rebar Cage Tying</u> | <u>\$</u> | <u>\$ 67,000</u> |
| | | <u>\$</u> | <u>\$</u> |
| Total Net MBE/WBE Credit | | <u>\$ 9,277,000</u> | <u>\$ 1,855,400</u> |
| Percent of Total Base Bid | | <u>30 %</u> | <u>6 %</u> |

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

BY:

Path Construction Company, Inc.

Name of Contractor (Print)

8/7/24

Date

847-398-7100

Phone

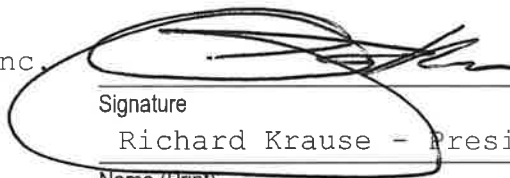
IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone/FAX



Signature

Richard Krause - President

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

Project Number: 07215

FROM:

Garth Building Products & Services

MBE _____ WBE

(Name of MBE or WBE)

TO:

Metalmaster

and Public Building Commission of Chicago

(Name of Bidder)

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

_____ a Sole Proprietor

a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 11/01/2023. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Supply Materials

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

\$154,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS*

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

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

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

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

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

BY:

Garth Building Products & Services

Name of MBE/WBE Firm (Print)

07/31/2024

Date

708-564-5137

Phone

Signature

Carol Garth, President

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

NOV 01 2023

Carol Garth
Garth Building Products & Services Corporation
579 Williams Street
Thornton, IL 60476

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Garth:

We are pleased to inform you that **Garth Building Products & Services Corporation** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **August 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 August 15th**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of August 15th**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

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

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

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

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):

236115 – Construction Management, Single Family Building

236116 – Construction Management, Multifamily Building

236118 – Construction Management, Residential Remodeling

236210 – Construction Management, Industrial Building (Except Warehouse)

236220 – Construction Management, Commercial and Institutional Building

238390 – Waterproofing Contractors

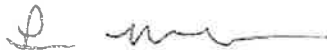
423310 – Roofing Materials, Wood, Merchant Wholesalers

423330 – Asphalt Roofing Shingles Merchant Wholesalers; Insulation Materials (Except Wood) Merchant Wholesalers; Roofing Materials (Except Wood) Merchant Wholesalers

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

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

Sincerely,



Tammi Morgan
Contracting Equity Officer

TM/fn



PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

Project Number: 07215

FROM:

Pinto Construction Group, Inc MBE WBE
(Name of MBE or WBE)

TO:

G+L Associates and Public Building Commission of Chicago
(Name of Bidder)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 1.15.2025. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

COLD-FORMED FRAMING, ROUGH CARPENTRY, DOORS
TEMP PARTITIONS, METAL PANELS

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

\$520,000

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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:

Richard Pinto

Name of MBE/WBE Firm (Print)
Pinto Construction Group, Inc

Date 08/05/2024

Phone 708.430.0040

Signature

Richard Krause

Name (Print)

IF APPLICABLE:

BY:

n/a

Joint Venture Partner (Print)

Date

Phone

Signature

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



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 10 2020

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

Dear Mr. Pinto:

We are pleased to inform you that **Pinto Construction Group, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **1/15/2025**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **1/15/2021, 1/15/2022, 1/15/2023 and 1/15/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **1/15/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/15/2024**.

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

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

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

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

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

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

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

NAICS Code(s):

238130- Framing Contractors

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

238310- Drywall and Insulation Contractors

238320- Painting and Wall Covering Contractors

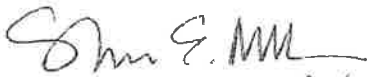
238350- Finish Carpentry Contractors

238990- Sign, Building, Erection

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

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

Sincerely,



Shannon E. Andrews *mg*
Chief Procurement Officer

SEA/fn

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS*

5 % 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:

ABITUA SEWER, WATER & PLUMBING, INC.

Name of MBE/WBE Firm (Print)

8/08/24

Date

847-741-7777

Phone

Frank Abitua

Signature

FRANK ABITUA

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO

*

DEPARTMENT OF PROCUREMENT SERVICES

FEB 23 2022

Frank Abitua
Abitua Sewer, Water, and Plumbing, Inc. dba Abitua Corp.
8705 Pyott Rd.
Lake In the Hills, IL 60156

Re: Change in NAICS codes

Dear Mr. Abitua:

We are pleased to inform you that we have updated your certification to reflect your firm's change in NAICS code(s). **Abitua Sewer, Water, and Plumbing, Inc. dba Abitua Corp** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of December 15th**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

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

DWD

- 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:

237110- Water and Sewer Line and Related Structures Construction

238220- Plumbing Contractors


327320- Concrete Batch Plant (Including Temporary)

488490- Snow Removal, Airside (Airports); Snow Clearing, Airside (Airports)

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

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

Sincerely,



Aileen Velazquez
Chief Procurement Officer

AV/fn

PUBLIC BUILDING COMMISSION OF CHICAGO

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

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: Emergency Medical Services

Project Number: 07215

FROM:

Terra Demolition MBE WBE
(Name of MBE or WBE)

TO:

Path Const. and Public Building Commission of Chicago
(Name of Bidder)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

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

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

Selective Demolition

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

\$ 15,000

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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:

Terra Denatium

Name of MBE/WBE Firm (Print)

8/8/24

Date

847 4519301

Phone

Miguel Brando

Signature

Miguel Brando

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

AUG - 1 2023

Miguel Bueno
Terra Services, Inc. d/b/a Terra Demolition, Inc.
2055 Janice Avenue
Melrose Park, IL 60160

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Bueno:

We are pleased to inform you that **Terra Services, Inc. d/b/a Terra Demolition, Inc.** 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 **May 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 May 15th**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of May 15th**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

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

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

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

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, 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):
238910 – Demolition Contractor

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

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

Sincerely,



Tammi Morgan
Contracting Equity Officer

TM/sl



PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC EMERGENCY MEDICAL SERVICES ADDITION

Project Number: 07215

FROM:

Wolf Electric Supply Company MBE WBE
(Name of MBE or WBE)

TO:

Candor Electric Bid Public Building Commission of Chicago
(Name of Bidder)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 3/15/25. 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 Supply

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

\$ 736,000

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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:

Wolf Electric Supply Company

Name of MBE/WBE Firm (Print)

8/8/24

Date 847-290-1010

Phone

[Signature]

Signature

Charles Marsh

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAR 28 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 15th**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of March 15th**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

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;

- 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:

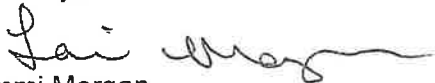
NAICS Code(s):

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 



| CertificationID | Certificate Action | dmID | Certification Number | Application Type |
|-----------------|--------------------|---------|----------------------|--------------------------|
| 839 | Expedited | 5593432 | | No change affidavit |
| 7073 | Expedited | 5593432 | | FULL BEP VBP Application |
| 840 | Reciprocal | 5349253 | | Recognition Application |

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PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

Project Number: 07215

FROM:

Taylor Electric Co.

MBE X WBE _____

(Name of MBE or WBE)

TO:

Cardor 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 X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 05.21.2024. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Furnish and install electrical work

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

\$640,000

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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:
Taylor Electric Co.
Name of MBE/WBE Firm (Print)
8/8/24
Date
773.346.5658
Phone


Signature
Kendra Dinkins
Name (Print)

IF APPLICABLE:
BY:
N/A
Joint Venture Partner (Print)
Date
Phone

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



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

MAY 21 2024

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

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Dinkins:

We are pleased to inform you that **Taylor Electric Company** 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 **May 15, 2024** 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 May 15th**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of May 15th**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

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.

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):

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,



Tammi Morgan
Contracting Equity Officer

TM/kr


PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

Project Number: 07215

FROM:

Phoenix Business Solutions LLC MBE _____ WBE X
(Name of MBE or WBE)

TO:

Cardor 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 X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 06/09/2020. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Work per Proposal #16416. Data, fire alarm, access control
CCTV

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

\$791,000

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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:

Phoenix Business Solutions LLC

Name of MBE/WBE Firm (Print)

08/05/2024

Date

708-388-1330

Phone

Signature

Peggy T. Hrindak

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUN 09 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 may result 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:

DWD

- 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,



Shannon E. Andrews/kc
Chief Procurement Officer

SEA/kf

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

Project Number: 07215

FROM:

JF CARPENTRY MBE X WBE _____
(Name of MBE or WBE)

TO:

Path Construction Co. Inc. and Public Building Commission of Chicago
(Name of Bidder)

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

_____ a Sole Proprietor X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7-15-24. 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.

FRAMING/DRYWALL, ROUGH CARPENTRY

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

\$2,152,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS*

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

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

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

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

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

BY:

JF CARPENTRY
Name of MBE/WBE Firm (Print)
8-1-24
Date
847-916-2186
Phone

Signature

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

MICHAEL KAWAC
Signature
MICHAEL KAWAC
Name (Print)
MBE X WBE _____ Non-MBE/WBE _____



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUL 15 2021

Jose Luis Flores
JF Carpentry Services, Inc.
9226 W. Grand Avenue
Franklin Park, IL 60131

Dear Mr. Flores:

We are pleased to inform you that **JF Carpentry Services, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **7/1/2026**; 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 **7/1/2022, 7/1/2023, 7/1/2024 and 7/1/2025**. 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 may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **7/1/2026**. 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 **5/1/2026**.

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

DMM

- 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):

238130 - Framing Contractors
238310 - Drywall and Insulation Contractors
238350 - Finish Carpentry

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,



Monica Jimenez
Acting Chief Procurement Officer

MJ/rn

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

Project Number: 07215

FROM:
Metropolitan Steel Inc MBE X WBE _____
(Name of MBE or WBE)

TO:
Affordable Welding and Public Building Commission of Chicago
(Name of Bidder)

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

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 1-24-2024. 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.

Structural Steel Erection

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

\$ 600,000

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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.

BY:

Metropolitan Steel Inc

Name of MBE/WBE Firm (Print)

8-9-2024

Date

708-474-2072

Phone

Signature

Tim Caballero

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

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

| | |
|---------------|---|
| BUSINESS NAME | Metropolitan Steel, Inc. |
| OWNER | Mr. Timothy Caballero |
| ADDRESS | 1931 E. 177th St. Lansing, IL 60438 [map] |
| PHONE | 708-474-2072 |
| FAX | 708-474-2073 |
| EMAIL | tim@metropolitan-steel.com |
| WEBSITE | http://Metropolitan-Steel.com |
| ETHNICITY | Hispanic/Latino |

Certification Information

| | |
|--------------------------------|--|
| CERTIFYING AGENCY | City of Chicago |
| CERTIFICATION TYPE | MBE - Minority Business Enterprise |
| CERTIFICATION DATE | 1/24/2024 |
| RENEWAL DATE | 4/1/2025 |
| EXPIRATION DATE | 4/1/2025 |
| CERTIFIED BUSINESS DESCRIPTION | 237310 Bridge construction 238120 Structural Steel and Precast Concrete Contractors |

Commodity Codes

| Code | Description |
|--------------|---|
| NAICS 237310 | Bridge construction |
| NAICS 238120 | Structural Steel and Precast Concrete Contractors |

Additional Information

8/8/24, 1 49 PM

B2Gnow

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

This profile was generated on 8/8/2024

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

Project Number: 07215

FROM:

Omega Construction Services Inc MBE WBE
(Name of MBE or WBE)

TO:

Path Construction Co. Inc. and Public Building Commission of Chicago
(Name of Bidder)

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

a Sole Proprietor

a Corporation

a Partnership

a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 11/1/2024. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Concrete work

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

\$ 1,600,000

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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 Omega Construction Inc. Rosina Gonzalez
(Name of MBE/WBE Contractor) Signature
08-09-2024
Date
708-552-5304
Phone
Rosina Gonzalez
Name (Print)

IF APPLICABLE:

BY

Joint Venture Partner (Print)

Date

Phone

Signature

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



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUN 14 2023

Rosina Gonzalez
Omega Construction Services Inc.
8603 Meade Avenue
Burbank, IL 60459

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Gonzalez:

We are pleased to inform you that **Omega Construction Services Inc.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expires **November 1, 2023** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of November 1st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of November 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

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

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

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

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):

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

238110 – Poured Concrete Foundation and Structure Contractors

238990 – Concrete Patio Construction

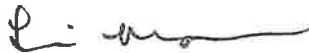
238990 – Concrete Sawing and Drilling (except demolition)

238990 – Curb and Gutter Construction, Residential and Commercial Driveway and Parking Area, Concrete

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

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

Sincerely,



Tammi Morgan
Contracting Equity Officer

TM/etm



Certified Profile

[CLOSE WINDOW](#) 
[Print](#)

Business & Contact Information

| | |
|---------------|--|
| BUSINESS NAME | OMEGA CONSTRUCTION SERVICES INC. |
| OWNER | Ms. Rosina Gonzalez |
| ADDRESS | 8603 Meade Ave IL Burbank, IL 60459 [map] |
| PHONE | 708-552-5304 |
| FAX | 708-552-5482 |
| EMAIL | omegacosi@gmail.com |
| ETHNICITY | Hispanic/Latino |

Certification Information

| | |
|--------------------------------|---|
| CERTIFYING AGENCY | City of Chicago |
| CERTIFICATION TYPE | MBE - Minority Business Enterprise |
| CERTIFICATION DATE | 6/14/2023 |
| RENEWAL DATE | 11/1/2024 |
| EXPIRATION DATE | 11/1/2024 |
| CERTIFIED BUSINESS DESCRIPTION | NAICS 237310 Concrete paving (i.e., highway, road, street, public sidewalk) NAICS 238110 Poured Concrete Foundation and Structure Contractors NAICS 238990 Concrete patio construction NAICS 238990 Concrete sawing and drilling (except demolition) NAICS 238990 Curb and gutter construction, residential and commercial driveway and parking area, concrete |

Commodity Codes

| Code | Description |
|--------------|--|
| NAICS 237310 | Concrete paving (i.e., highway, road, street, public sidewalk) |
| NAICS 238110 | Poured Concrete Foundation and Structure Contractors |
| NAICS 238990 | Concrete patio construction |

| | |
|--------------|--|
| NAICS 238990 | Concrete sawing and drilling (except demolition) |
| NAICS 238990 | Curb and gutter construction, residential and commercial driveway and parking area, concrete |

Additional Information

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

This profile was generated on 8/9/2024

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

| | |
|---------------|--|
| BUSINESS NAME | OMEGA CONSTRUCTION SERVICES INC. |
| OWNER | Ms. Rosina Gonzalez |
| ADDRESS | 8603 Meade Ave IL Burbank, IL 60459 [map] |
| PHONE | 708-552-5304 |
| FAX | 708-552-5482 |
| EMAIL | omegacosi@gmail.com |
| ETHNICITY | Hispanic/Latino |

Certification Information

| | |
|--------------------------------|---|
| CERTIFYING AGENCY | City of Chicago |
| CERTIFICATION TYPE | WBE - Women Business Enterprise |
| CERTIFICATION DATE | 6/14/2023 |
| RENEWAL DATE | 11/1/2024 |
| EXPIRATION DATE | 11/1/2024 |
| CERTIFIED BUSINESS DESCRIPTION | NAICS 237310 Concrete paving (i.e., highway, road, street, public sidewalk) NAICS 238110 Poured Concrete Foundation and Structure Contractors NAICS 238990 Concrete patio construction NAICS 238990 Concrete sawing and drilling (except demolition) NAICS 238990 Curb and gutter construction, residential and commercial driveway and parking area, concrete |

Commodity Codes

| Code | Description |
|--------------|--|
| NAICS 237310 | Concrete paving (i.e., highway, road, street, public sidewalk) |
| NAICS 238110 | Poured Concrete Foundation and Structure Contractors |
| NAICS 238990 | Concrete patio construction |

| | |
|--------------|--|
| NAICS 238990 | Concrete sawing and drilling (except demolition) |
| NAICS 238990 | Curb and gutter construction, residential and commercial driveway and parking area, concrete |

Additional Information

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

This profile was generated on 8/9/2024

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

Project Number: 07215

FROM:

Ortiz Contracting Group MBE X WBE
(Name of MBE or WBE)

TO:

Premier Mechanical and Public Building Commission of Chicago
(Name of Bidder)

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

a Sole Proprietor X a Corporation
a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 09/21/23. 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.

Plumbing, Heater, & Air Conditioning

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

\$2,400,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS*

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

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


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

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

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

BY:

Ortiz Contracting Group
Name of MBE/WBE Firm (Print)
8/8/24
Date
(708) 382-1496
Phone


Signature
Peter Ortiz
Name (Print)

IF APPLICABLE:

BY:

N/A
Joint Venture Partner (Print)
Date
Phone

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



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

OCT 27 2020

Darrell Ortiz
Dekayo Corporation DBA Ortiz Contracting Group
9308 Gulfstream Rd.
Frankfort, IL 60423

Dear Mr. Ortiz:

We are pleased to inform you that **Dekayo Corporation DBA Ortiz Contracting Group** is recertified 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;

DMO

- 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,



Shannon E. Andrews
Chief Procurement Officer

SEA/do

RECEIVED

By ORTIZ CONTRACTING GROUP at 10:52 am, Nov 03, 2020

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

Project Number: 07215

FROM:

Doetsch Contractors Inc. MBE _____ WBE
(Name of MBE or WBE)

TO:

Path Construction Co. Inc. and Public Building Commission of Chicago
(Name of Bidder)

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

_____ a Sole Proprietor a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/1/24. 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.

Site demolition and excavation

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

\$537,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

Three horizontal lines for describing partial pay items.

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

SUB-SUBCONTRACTING LEVELS*

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

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

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

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

BY:

Doetsch Contractors Inc.
Name of MBE/WBE Firm (Print)
8/9/2024
Date
(847)537-2280
Phone

Isabelle Harlow
Signature
Isabelle Harlow
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)
Date
Phone

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



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

OCT 20 2022
Isabelle Harlow
Doetsch Contractors Inc.
3501 16th Street
Zion, IL 60099

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Harlow:

We are pleased to inform you that **Doetsch Contractors 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 **July 15, 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 October 1st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of October 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

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

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

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

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):

238910 - Site Preparation Contractors

484220 - Dump Trucking (a.g. gravel, sand, top-soil)

484220 - Flatbed Trucking, Local

484220 - Specialized Freight (except used goods) Trucking, Local

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

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

Sincerely,


Aileen Velazquez
Chief Procurement Officer

AV/rn



PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

Project Number: 07215

FROM:

Chicago Area Plumbing & Mechanical MBE WBE X
(Name of MBE or WBE)

TO: Pathcorst. Co. Inc and Public Building Commission of Chicago
(Name of Bidder)

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

a Sole Proprietor X a Corporation
a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 1-26-2025. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Site Utility

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

\$305,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

Four horizontal lines for describing partial pay items.

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

SUB-SUBCONTRACTING LEVELS*

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

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

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

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

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

BY:

Chicago Area Plumbing & Mechanical
Name of MBE/WBE Firm (Print)
8-9-2024
Date
312-521-0801
Phone

Signature
Samantha Polz, President
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)
Date
Phone

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



TONI PRECKWINKLE
PRESIDENT
Cook County Board
of Commissioners

TARA STAMPS
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY J. QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK J. AGUILAR
15th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

Nicole Mandeville

DIRECTOR

161 N. Clark-23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

February 27, 2024

Samatha Polz, President
Chicago Area Plumbing & Mechanical Incorporated
140 Joey Drive
Elk Grove Village, IL 60007

Annual Certification Renewal: January 26, 2025

Dear Ms. Polz:

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

As a condition of continued Certification, you must file a **No Change Affidavit** within **ninety (90) calendar days prior** to the date of the annual renewal, **January 26th**. Failure to file this affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **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 certified firms in the following area(s) of specialty:

NAICS CODES:

238220 – Plumbing, Heating, and Air-Conditioning Contractors

238220 – Bathroom Plumbing Fixture and Sanitary Ware Installation

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

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

Sincerely,

Desiree M. Otkins

Desiree M. Otkins, EMBA
Deputy Director, Contract Compliance

DMO/ew

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: FBC Emergency Medical Services Addition

Project Number: 27215

FROM

Briar Patch Landscaping MBE _____ WBE
(Name of MBE or WBE)

TO

Path Construction Co., Inc. and Public Building Commission of Chicago
(Name of Bidder)

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

_____ a Sole Proprietor a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification dated 07/15/2025. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B Joint Venture Affidavit is provided.

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

Landscaping Installation

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

\$63,000

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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

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 department, 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:

Ecior Patch Landscaping
Name of MBE/WBE Firm (Print)
08/08/2024
Date
773-316-4524
Phone

Nanette Flynn
Signature
Nanette Flynn, President
Name (Print)

IF APPLICABLE

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

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



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

AUG 17 2020

Nanette Flynn
BriarPatch Landscaping, Inc.
2923 N. Milwaukee Ave., Suite 907
Chicago, Illinois 60618

Dear Ms. Flynn:

We are pleased to inform you that **BriarPatch Landscaping, Inc.** is recertified as a **Minority-Owned Business Enterprise (“MBE”)** and **Women-Owned Business Enterprise (“WBE”)** by the City of Chicago (“City”). This **MBE/WBE** 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 may result 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/WBE** if you fail to:

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

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

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

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

NAICS Code(s):
561730 – Landscaping Services

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

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

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/lj

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC - EMS Addition

Project Number: 07215

FROM:

Clausen Structures MBE _____ WBE X
(Name of MBE or WBE)

TO:

Stalworth Underground and Public Building Commission of Chicago
(Name of Bidder)

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

X a Sole Proprietor _____ a Corporation
_____ a Partnership _____ a Joint Venture

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

Tying Rebar Cages

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

\$ 67,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS*



% 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:

Clausen Structures, Inc.

Name of MBE/WBE Firm (Print)

08/09/24

Date

630-947-4166

Phone

Signature

Christina Clausen

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

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

BUSINESS NAME **Clausen Structures, Inc**

OWNER **Ms. Christina Clausen**

ADDRESS **1515 Canal Street
Lockport, IL 60441 [\[map\]](#)**

PHONE **630-257-6969**

FAX **630-257-6965**

EMAIL **Christina@clausenstructures.com**

WEBSITE **<http://www.clausenstructures.com>**

ETHNICITY **Caucasian**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

CERTIFICATION DATE **4/17/2024**

RENEWAL DATE **1/1/2025**

EXPIRATION DATE **1/1/2026**

CERTIFIED BUSINESS DESCRIPTION **NAICS Code(s):
237310 - Highway, Street and Bridge Construction
238120 - Structural Steel and Precast Concrete Contractors**

Commodity Codes

| Code | Description |
|--------------|---|
| NAICS 237310 | Highway, Street, and Bridge Construction |
| NAICS 238120 | Structural Steel and Precast Concrete Contractors |

Additional Information

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

This profile was generated on 8/27/2024

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

STATE OF ILLINOIS }
 }SS
 COUNTY OF COOK }

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

Title and duly authorized representative of
Path Construction Co. Inc.

Name of General Contractor whose address is
125 E. Algonquin Road, Arlington Heights, IL 60005

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 |
| Garth Building Products Serv. | Supply Materials | \$ 600,000 | \$ |
| Pinto Construction Grp. Inc. | Carpentry | \$ 520,000 | \$ |
| Abi Tyea Sewer, Water Plumb. | Plumbing | \$ 960,000 | \$ |
| Terra Demolition | Selective Demo | \$ 15,000 | \$ |
| Wolf Elec. Supply | Supplies | \$ 438,000 | \$ |
| Taylor Electric | F&I Electrical | \$ 640,000 | \$ |
| Phoenix Bus. Solutions | Low Voltage/FA | \$ | \$ 791,000 |
| JF Carpentry | Carpentry | \$ 2,550,000 | \$ |
| 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: PBC Emergency Medical Services Addition

STATE OF ILLINOIS }
 COUNTY OF COOK } SS

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

Title and duly authorized representative of
Path Construction Co. Inc.

Name of General Contractor whose address is
125 E. Algonquin Road, Arlington Heights, IL 60005

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 |
| Metropolitan Steel | Steel | \$ 600,000 | \$ |
| Omega Concrete/Const | Concrete Work | \$ 1,600,000 | \$ |
| Optiz Contracting Grp | Mechanical | \$ 2,100,000 | \$ |
| TK Concrete | Concrete | \$ | \$ 270,000 |
| Doetsch Contractor | Site Demo | \$ | \$ 537,000 |
| Chgo. Area Plumb | Site Util | \$ | \$ 305,000 |
| | | \$ | \$ |
| | | \$ | \$ |
| 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

BY:

Path Construction Company, Inc.

Name of Contractor (Print)

8/7/24

Date

847-398-7100

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Richard Krause - President

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: 8/7/24

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. C1611
Project Title: PBC Emergency Medical Services Addition

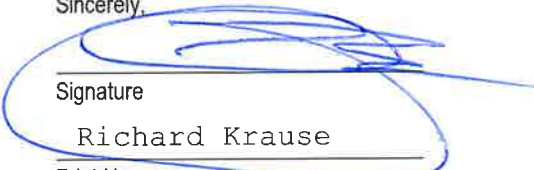
In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts 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:

N/A

Documentation attached: yes no

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

Sincerely,


Signature

Richard Krause

Print Name

President

Title

Path Construction Company, Inc.

Name of Firm



August 7, 2024

4811 Emerson Avenue
Suite 102
Palatine, IL 60067
(847) 303-6800
www.assuredpartners.com

Public Building Commission of Chicago
50 W Washington St
Chicago IL 60602

RE: Path Construction Co., Inc.
125 E Algonquin Road
Arlington Heights IL 60005

Project: PBC Emergency Medical Service Addition, #C1611

Liberty Mutual Insurance Company ("Liberty Mutual") has been the surety for Path Construction Company ("Path") since 2008. We feel this is an exceptional organization both from a financial perspective and a managerial point of view.

We have agreed to provide surety support for Path for single projects in excess of \$230,000,000 and an aggregate work program of \$500,000,000, subject to satisfactory review of the scope of work, applicable contract documents and bond forms. This letter is not an assumption of liability, nor is it a Bid or Performance Bond and is issued only as a bonding reference at the request of our client.

Liberty Mutual has a Best's rating of A XV and a Treasury limit in excess of \$1 Billion. We are considered one of the strongest Insurance companies in the Industry. We hold Path Construction Company in high regard, and give them our unqualified recommendation.

Should a bid be accepted and a contract awarded to them, it is our present intention to become surety on the final bond, or bonds, which may be required guaranteeing performance of the contract. The amount of the bond will be including the cost of any change orders.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

Table with PRODUCER, CONTACT NAME, INSURER A-F, and INSURED information.

COVERAGES CERTIFICATE NUMBER: 1729423630 REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: C1611 - EMERGENCY MEDICAL SERVICES (EMS) ADDITION PBC PROJECT #07215.

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

A Waiver of Subrogation applies to the Worker's Compensation, General Liability, and Pollution Liability policies in favor of the Additional Insureds, when See Attached...

Table with CERTIFICATE HOLDER (APPROVED JLB 10/29/2024) and CANCELLATION information.

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| | | | |
|---------------------------------------|-----------|--|--|
| AGENCY Marsh & McLennan Agency LLC | | NAMED INSURED Path Construction Company, Inc. 125 E. Algonquin Rd., Unit 5 Arlington Heights IL 60005 | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | | |
| | | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

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

required by written contract and where allowed by law.

Umbrella Follows Form.

A 30 day notice of cancellation is included for the certificate holder.



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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such written contract; or
- B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - 1. the written contract requires you to provide the additional insured such coverage; and
 - 2. this coverage part provides such coverage.

II. But if the written contract requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the written contract; or
- B. a higher limit of insurance than required by the written contract.

IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16)

Page 1 of 2

Policy No: 6016207172

Endorsement No: 1

Effective Date: 01/01/2024

COI_Path Construction - DPBSys - 61611-20250101

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

Primary and Noncontributory Insurance

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

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

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

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

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

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

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

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

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

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

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the bodily injury or property damage; or
2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)
Page 2 of 2

Policy No: 6016207172
Endorsement No: 1
Effective Date: 01/01/2024

COI_PathConstruction_DBBSves_G1611_20250101

Insured Name: Path Construction Company, Inc.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

The insurance afforded by this provision **A.2.:**

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

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

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

B. Bail Bonds and Loss of Earnings

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

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

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6016207155

Policy Effective Date: 01/01/2024

Endorsement No: 16; Page: 1 of 4

Policy Page: 81 of 163

Construction Company, 151 N Franklin St, Chicago, IL 60606

COI_Path: Construction - DBS - CNA - 120250101



Business Auto Policy
Policy Endorsement

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6016207155

Policy Effective Date: 01/01/2024

Endorsement No: 16; Page: 2 of 4

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Construction Company, 151 N Franklin St, Chicago, IL 60606

COI_Path Construction - DBB SCS 01611 - 60256101



Business Auto Policy
Policy Endorsement

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

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

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 16; Page: 3 of 4

Policy No: BUA 6016207155

Policy Effective Date: 01/01/2024

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Underwriting from DBS, The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

COI_Path\Constructors_DBS_Svc_C01614_20250101



Business Auto Policy
Policy Endorsement

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

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

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

B. Transfer Of Rights Of Recovery Against Others To Us

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

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

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

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

C. Concealment, Misrepresentation or Fraud

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

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

D. Other Insurance

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

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

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

E. Policy Period, Coverage Territory

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

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

V. DEFINITIONS

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

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

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 16; Page: 4 of 4

Policy No: BUA 6016207155

Policy Effective Date: 01/01/2024

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COI_Path Construction DBS Co 0101 2025 101



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

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

23. SUPPLEMENTARY PAYMENTS

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

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

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

25. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

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

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

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

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

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

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

CNA74705XX (1-15)

Page 16 of 17

The Continental Insurance Co.

Insured Name: PAIR CONSTRUCTION COMPANY, INC. & TORO CONSTRUCTION CORPORATI

Policy No: 6016207172

Endorsement No: 6

Effective Date: 01/01/2024

COI_Path\Construction\OBBS\cs_C1611_20250101



Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

All other terms and conditions of the policy remain unchanged.

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

| | | |
|---|------------------------------|-----------------------------------|
| Form No: WC 00 03 13 (04-1984) | Endorsement Expiration Date: | Policy No: WC 6 16207222 |
| Endorsement Effective Date: | | Policy Effective Date: 01/01/2024 |
| Endorsement No: 5; Page: 1 of 1 | | Policy Page: 81 of 123 |
| Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St, Chicago, IL 60606 | | |

COI_Path\Construction_DBS\wes_c\611_20250101



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
8/27/2024

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

| | | | | |
|---|---|--|--|---|
| AGENCY Marsh & McLennan Agency LLC 20 North Martingale Road Suite 100 Schaumburg, IL 60173 | | PHONE (A/C, No., Ext): (847) 7247-3063 | COMPANY Continental Casualty Co 333 S. Wabash Avenue Chicago, IL 60604 | |
| FAX (A/C, No.): (847) 440-9130 | E-MAIL ADDRESS: Jamie.Leahy@MarshMMA.com | | | |
| CODE: | SUB CODE: | | | |
| AGENCY CUSTOMER ID #: | | LOAN NUMBER | | POLICY NUMBER 7092666018 |
| INSURED Public Building Commission Procurement Department Richard J. Daley Center 50 West Washington Street, Room 200 Chicago IL 60602 | | EFFECTIVE DATE 09/23/2024 | EXPIRATION DATE 01/23/2026 | <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED |
| THIS REPLACES PRIOR EVIDENCE DATED: | | | | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 RE: Builders Risk : C1611 – EMERGENCY MEDICAL SERVICES (EMS) ADDITION PBC PROJECT #07215.

Jobsite address: 701 N. KILBOURN AVE, CHICAGO, ILLINOIS, 60651

New 3 story 53,000 SF addition to the existing Public Safety Training Center facility along with associated site development

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

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD X SPECIAL

| COVERAGE / PERILS / FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|--|---------------------|------------|
| Hard Costs | 27,000,000 | 10,000 |
| Soft Costs | 4,000,000 | 10,000 |
| Property in Transit Limit | 1,000,000 | 10,000 |
| Temporary Storage Limit | 1,000,000 | 10,000 |
| * Water Damage Deductible | | 50,000 |
| Equipment Breakdown & Testing | 31,000,000 | 10,000 |
| Named Storm | 31,000,000 | 25,000 |
| EARTHQUAKE & FLOOD | 31,000,000 | 10,000 |
| Terrorism - Included | | |
| Permission to Occupy Endorsement Applies | | |


REMARKS (Including Special Conditions)

Additional Named Insured:
 The Public Building Commission of Chicago, the City of Chicago, the City of Chicago Department of Fleet and Facility Management, their respective Board members, employees, elected officials, officers, or representatives, and any others as may be required by the Public Building Commission
 RE: C1611 – EMERGENCY MEDICAL SERVICES (EMS) ADDITION PBC PROJECT #07215.

CANCELLATION

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

ADDITIONAL INTEREST

| | | | |
|---|--|---|--|
| NAME AND ADDRESS Public Building Commission Procurement Department Richard J. Daley Center 50 West Washington Street, Room 200 Chicago, IL 60602 | <input type="checkbox"/> ADDITIONAL INSURED | <input type="checkbox"/> LENDER'S LOSS PAYABLE | <input type="checkbox"/> LOSS PAYEE |
| | <input type="checkbox"/> MORTGAGEE | LOAN # | |
| AUTHORIZED REPRESENTATIVE  | | | |

City of Chicago
Department of Buildings
General Contractor's Licenses

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

PATH CONSTRUCTION COMPANY, INC
125 EAST ALGONQUIN ROAD
ARLINGTON HEIGHTS IL 60005

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC017882

CERTIFICATE NUMBER: GC017882-16

FEE: \$ 2000

DATE ISSUED: 03/15/2024

DATE EXPIRES: 04/13/2025

THIS LICENSE IS NON-TRANSFERABLE

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

A handwritten signature in black ink, appearing to read "Brandon Johnson".

Brandon Johnson
Mayor

A handwritten signature in black ink, appearing to read "Marlene Hopkins".

Marlene Hopkins
Acting Commissioner