

PUBLIC BUILDING COMMISSION OF CHICAGO

# Job Order Contracting (JOC) Services

## PS3093D - TIER 1

Public Building Commission of Chicago  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

**Mayor Brandon Johnson**  
Chairman

**Ray Giderof**  
Executive Director

## CONTACT INFORMATION

FIRM NAME:	EPI-Riteway-Huggins JV
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ADDRESS:	16650 South Canal Street South Holland, IL 60473

Any Contract entered into as a result of this RFP process is governed by: Book1 "Project Information and Execution Documents," Book 2 "Standard Terms and Conditions for Construction Contracts", Book 3 "The Construction Task Catalog®", Book 4 "Technical Specifications" and the Drawings.

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Book 2\* – PBC Standard Terms and Conditions for Construction Contracts

Book 3\* – Volumes 1 and 2 - Construction Task Catalog®

Book 4\* – Volumes 1 through 5 - Technical Specifications

\*Available on PBC website at <https://www.pbcchicago.com/doing-business/contract-search/>

# JOB ORDER CONTRACTING SERVICES - PS3093D

**Tier 1 - For Projects Greater than \$1,000,000.01**

**THIS AGREEMENT** effective as of January 14, 2025, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission" or "PBC"), and **EPI-Riteway-Huggins JV** with offices at **16650 South Canal Street, South Holland, Illinois 60473** ("Contractor").

## RECITALS

WHEREAS, the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois that has undertaken the enhancement and improvement of educational, safety, and recreational facilities on behalf of various governmental agencies including, but not limited to, the City of Chicago, Cook County, Chicago Public Library, Chicago Public Schools, Chicago Park District, City Colleges of Chicago, Metropolitan Water Reclamation District of Greater Chicago (referred to individually or collectively, as the case may be, in this Agreement as the "User Agency"); and

WHEREAS, on November 5, 2024, the Commission issued a Request for Proposal (RFP) for Job Order Contracting Services (the "Services") from general contractors to perform construction work through the Commission's Job Order Contracting Program for various construction, renovation and/or improvement projects (referred to herein, collectively or individually as the case may be, as a "Project" or "Projects") undertaken by the Commission from time to time on behalf of various User Agencies; and

WHEREAS, the Contractor has submitted a response to the RFP which provided certain pricing parameters and other relevant criteria and further represented to the Commission that it possessed the requisite knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement; and

WHEREAS, in reliance upon the Contractor's representations and submittals in response to the RFP, the Commission has selected the Contractor to perform the Services on the terms and conditions set forth in this Agreement which includes the Recitals hereby incorporated into the Agreement by reference, Job Order Contract Overview, Project Summary, Description of Job Order Contract Work, Book 1, Book 2, Book 3, and Book 4 as modified from time to time by Amendment or Job Order; and

NOW THEREFORE, the Commission and the Contractor have executed this Agreement on the terms and conditions that follow:

## JOB ORDER CONTRACT OVERVIEW

A Job Order Contract is an indefinite quantity contract whereby the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the PBC and/or its User Agencies. The Contract Documents include a Construction Task Catalog® (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

The Commission may, but is not obligated to, issue Job Orders within the scope of this Agreement. If the Commission does so, and the Contractor submits Job Order Proposals or any written documentation that is accepted by the Commission, the rendering of Services will be in accordance with this Agreement. The Commission is not obligated to issue any Job Orders nor to issue any Requests for Job Order Proposals under this Agreement.

The Contractor has three (3) sets of Adjustment Factors to be applied to the Unit Prices contained in the CTC that correspond to the appropriate Tier. Each set of Adjustment Factors includes an Adjustment Factor for performing work during Normal Working Hours, an Adjustment Factor for performing work during Other Than Normal Working Hours, and an Adjustment Factor for performing work that has not been pre-priced ("Non-Pre-Priced Tasks"). The Adjustment Factors shall apply to every Pre-priced Task in the CTC.

Thereafter, as projects are identified the Contractor will jointly scope the work with the Commission. The Commission will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and their MBE/WBE status, current certification letters, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-priced Tasks.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued. A Job Order will reference the detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Commission has awarded contracts to General Contractors based on the following three (3) Tiers listed below.

- Tier 1** – For Projects Greater than \$1,000,000.01
- Tier 2** - For Projects between \$300,000.01 and \$1,000,000.00
- Tier 3** - For Projects Equal to or Less than \$300,000.00

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## PROJECT SUMMARY

### CONTRACT TERM

The Base Term of is four (4) years. There are two (2) Option Terms. The duration of each Option Term is one year. The Commission and the Contractor may agree to extend the term of an Option Term.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

### BASIS OF AWARD

Contracts were awarded to those firms offering the best value to the PBC in terms of technical qualifications and price. The PBC reserved the right to award to other than the lowest price submittals and other weighted factors in the best interest of the PBC.

### CONTRACT VALUE

The Estimated Annual Value for each Contract is \$6,000,000.00. The Contractor may be issued Job Orders up to or exceeding the Estimated Annual Value during any year of the Contract. The Contractor is not guaranteed to receive any specific volume of Job Orders. It is merely an estimate. The PBC has no obligation to issue to the Contractor any Job Orders.

### CONTRACTOR LICENSE FEE

The PBC selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for the JOC Program. The Gordian JOC Solution includes Gordian's proprietary eGordian® and Bid Safe® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the PBC. The Contractor shall be required to execute Gordian's JOC System License and Fee to obtain access to the Gordian JOC Solution.

### RESERVATIONS

The Commission's approval of a contractor pursuant to this RFP does not mean that the Commission has approved the firm as qualified to perform a specific project. At the full discretion of the Commission, the Commission holds the following reservations and rights.

The right to:

- request any additional, relevant information determined to be necessary for the proper evaluation of a submission,
- review a firm's qualifications to perform a specific project at the time of the Job Order Request,
- reject a firm's proposal if the Commission determines that the firm is not qualified to perform the project,
- require project-specific MBE/WBE Participation Goals, EEO, and Community Hiring provisions;
- negotiate Proposed Adjustment Factors;
- request Job Order Proposals from all Tiers, a specific Tier, or a subset of each Tier; and,
- utilize Bid Safe in the issuance of Job Order

### KEY INFORMATION

1) **User Agency:** Varies per Job Order

2) **Project is located in Ward:** Varies per Job Order

3) **Project Community Area Map:** For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated in the Job Order. Refer to sample "Exhibit I - Project Community Area Map".

**4) MBE/WBE Contract Goals:**

Program-Wide aggregate MBE/WBE Participation Goal are listed below:

- Tier 1 – 32% MBE/WBE
- Tier 2 – 16% MBE/WBE
- Tier 3 – 8% MBE/WBE

Contractor will be required to submit an MBE/WBE Participation Plan on all Job Orders, regardless of dollar value. Compliance goals will still be reviewed cumulatively. At the conclusion of the Term of this Agreement, all appropriate calculations for MBE, WBE, and EEO provisions will be made. The Commission expressly reserves the right to include project-specific MBE/WBE contract goal(s) to each Job Order based on scope, complexity, size, and location of project. Please refer to Book 2, Article 23. MBE/WBE Special Conditions for further details.

**5) 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.

**6) Liquidated Damages**

The Contractor agrees that the Work must be executed regularly and diligently to ensure completion of the Detailed Scope of Work within the Job Order Completion Time specified in the Job Order. 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 according to the following schedule per day for each day Milestones and Substantial Completion dates are not achieved, not as a penalty, but as liquidated damages for the breach of contract occurring each and every day after the time stipulated in the Job Order for completing the Work.

JOB ORDER PRICE	LIQUIDATED DAMAGES PER DAY
Greater than \$1,000,000.00	\$1,500 / Day
\$300,000.01 to \$1,000,000.00	\$1,200 / Day
\$0 TO \$300,000.00	\$1,000 / Day

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 on each Job Order and submission of the Contractor's final pay request. Substantial Completion of the Work is defined in Book 2, Section 1.01.33.

**7) Prevailing Wage Rates**

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit H. One resource for determining the current prevailing wage rate is the Internet site [www.state.il.us/agency/idol/CM/countym.htm](http://www.state.il.us/agency/idol/CM/countym.htm) maintained by the State of Illinois Department of Labor.

**8) EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS:** Contractors will be required to comply with all laws with respect to the employment of labor and payment of local prevailing wage rates. Please Note: The EEO goals calculation are found on FORM J – AWARD CRITERIA FIGURE and are set for the PBC Job Order Program as follows:

	Minority Journey Workers	Minority Apprentices	Minority Laborers	Female Journey Workers	Female Apprentices	Female Laborers
Tier 1	50%	10%	50%	1%	1%	1%
Tier 2	50%	10%	50%	1%	1%	1%
Tier 3	50%	10%	50%	1%	1%	1%

**9) LOCAL BUSINESS SUBCONTRACTING PARTICIPATION, CITY RESIDENCY AND COMMUNITY HIRING:**

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

a. Local Subcontracting Requirement

- i. Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contracts with the Commission to subcontractors that are Local Businesses.
- ii. Contractors that are not Local Businesses are required to award 35% of the Work under their contracts with the Commission to subcontractors that are Local Businesses.
- iii. 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 of Greater Chicago, "Local Business" shall be defined in the solicitation documents for that project.

b. Community Hiring Requirement. A percentage of the project labor must be performed by "Project Community Residents" and included on a "Project Community Area Map". The aggregate hours of Work to be performed by the Contractor and subcontractors under this Contract may be complied with 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. The PBC reserves the right to require Community Hiring on project-specific Job Order Proposals. Please refer to Book 2 for further details.

c. City of Chicago Residency Requirements. The Contractor agrees to ensure that the aggregated hours of Work to be performed under this Contract will be performed such that at least 50% of the aggregated hours of Work is performed by City of Chicago Residents. Please refer to Book 2 for further details.

**10) PAYMENT AND PERFORMANCE BOND:** A payment and performance bond may be required for each Job Order. The Contractor will be reimbursed for the cost of the Payment and Performance Bond(s) according to the reimbursable work task in the Construction Task Catalog®.

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## DESCRIPTION OF JOB ORDER CONTRACT WORK

The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

This Contract is for construction work and related services to be performed on locations and facilities under the jurisdiction of the PBC or its User Agencies.

General Contractors awarded contracts for PBC's Job Order Contracting program will be responsible for providing all required labor and materials, equipment, supervision and administration necessary to complete the Detailed Scope of Work ("Work") described in each Job Order. The Work will be supervised and administered on behalf of PBC by the PBC'S authorized representative and such staff personnel as shall be determined by PBC in accordance with procedures established by the Commission.

Specific work for assigned projects may include, but shall not be limited to, the following:

1. Documenting project scopes, as required
2. Procuring all materials, equipment, labor and vendor services
3. Providing general conditions work
4. Conducting Scope Review
5. Completing the punch list corrective work and turnover requirements
6. Submitting samples, shop drawings and reports
7. Submitting RFI's
8. Processing Pay Applications
9. Processing Closeouts within four (4) months
10. Coordinating Pest Management
11. Procuring all permits, licenses and approvals
12. Providing warranties, testing and operations manuals
13. Removing environmental contaminants
14. Providing insurance and performance and payment bond
15. Complying with all directives and policies of the Commission
16. Participating in periodic project coordination meetings
17. Meeting with the representatives of the Commission and the User, as required
18. Preparing and submitting timely reports concerning the progress of work
19. Complying with MBE/WBE, City Residency, EEO, Community Hiring and other requirements
20. Maximizing hiring opportunities for community members

Work will be performed in compliance with all applicable rules, codes and regulations; will consist of the specific obligations described in the Job Order for each project; and shall be performed in accordance with commonly known CSI Divisions identified below.

DIVISION 01 00 00	GENERAL REQUIREMENTS	DIVISION 16 00 00	ELECTRICAL
DIVISION 02 00 00	EXISTING CONDITIONS	DIVISION 21 00 00	FIRE SUPPRESSION
DIVISION 03 00 00	CONCRETE	DIVISION 22 00 00	PLUMBING
DIVISION 04 00 00	MASONRY	DIVISION 23 00 00	HEATING, VENTILATING, AND AIRCONDITIONING (HVAC)
DIVISION 05 00 00	METALS	DIVISION 25 00 00	INTEGRATED AUTOMATION
DIVISION 06 00 00	WOOD, PLASTICS AND COMPOSITES	DIVISION 26 00 00	ELECTRICAL
DIVISION 07 00 00	THERMAL AND MOISTURE PROTECTION	DIVISION 27 00 00	COMMUNICATIONS
DIVISION 08 00 00	OPENINGS	DIVISION 28 00 00	ELECTRONIC SAFETY AND SECURITY
DIVISION 09 00 00	FINISHES	DIVISION 31 00 00	EARTHWORK
DIVISION 10 00 00	SPECIALTIES	DIVISION 32 00 00	EXTERIOR IMPROVEMENTS
DIVISION 11 00 00	EQUIPMENT	DIVISION 33 00 00	UTILITIES
DIVISION 12 00 00	FURNISHINGS	DIVISION 40 00 00	PROCESS INTEGRATION
DIVISION 13 00 00	SPECIAL CONSTRUCTION		
DIVISION 14 00 00	CONVEYING EQUIPMENT		
DIVISION 15 00 00	MECHANICAL		

Care and diligence has been used in the preparation of this information and it is believed to be substantially correct. Respondents must fully examine the scope of services of each individual Job Order opportunity. The Commission and its representatives will not be responsible for any errors or omissions in this RFP, nor for the failure on the part of the Respondent(s) to familiarize themselves with the requirements of the Job Order.

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. <u>191113</u>					
Project Name:	Belmont Estates - Phase I, Phase II, and Phase III				
Project Type:	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Other: _____				
Agency/Client:	MB Belmont LLC				
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <table style="margin-left: 20px;"> <tr> <td>Respondent's Role:</td> <td><input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Other: _____</td> </tr> </table>	Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor		<input type="checkbox"/> Other: _____
Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor				
	<input type="checkbox"/> Other: _____				
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)					
Excavation, concrete, utilities, underground site work, water & sewer, curbs & sidewalks					
Has the project achieved final acceptance after January 1, 2021? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Original Contract Value: \$25,690,000.00					
Was project completed on budget? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Final Contract Value: \$25,690,000.00					
Was project completed on schedule? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If applicable, did Project receive LEED Certification? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Level of LEED Certification:					
Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Type of Permit:	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____				
City/Town/Village, State:	Village of River Grove				
Permitting Body:	Village of River Grove				
CLIENT REFERENCE FOR CONSTRUCTION					
(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)					
Name:	Ron Plonis				
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)	CFO				
Phone:	312-286-8216				
Name:					
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)					
Phone:					
Email Address:	ron@noahchicago.com				

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1    of   .

PROJECT NO. <u>191113</u> (continued)
PROJECT NARRATIVE
<p>New ground up construction of 367 residential units located on 23 acres in River Grove. Project consist of 17 market rate multifamily apartment buildings, 85 townhomes, a community center, and 3 age restricted apartment buildings. Scope included full investigation and demolition of existing site. Mass Grading of site and design and installation of rammed aggregate piers for all buildings at the property performed in three phases. Installation of all stormwater, sanitary sewer, and watermain and services for all phases of construction. Installation of 8 underground detention systems and creation of stormwater retention pond. Project also consists of all hardscapes, concrete and asphalt, for the development. Also includes the creation of an addtional traffic lane and traffic signal and streetlight reclocations.</p>

# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. <u>210069</u>			
Project Name:	Pete's Fresh Market Redevelopment		
Project Type:	<input type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input checked="" type="checkbox"/> Other: Remediation Clean up / Demo		
Agency/Client:	Oak Park MAdison Street LLC		
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor <input type="checkbox"/> Other:
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Remediation Clean up, Demolition			
Has the project achieved final acceptance after January 1, 2021?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Original Contract Value:		\$3,162,050.00	
Was project completed on budget? (If no, please explain below or attach explanation.)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Final Contract Value:		\$3,162,050.00	
Was project completed on schedule? (If no, please explain below or attach explanation.)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If applicable, did Project receive LEED Certification?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Level of LEED Certification:			
Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Permit:		<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: Demolition,	
City/Town/Village, State:		Oak Park, Illinois	
Permitting Body:		Village of Oak Park	
CLIENT REFERENCE FOR CONSTRUCTION (Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)			
Name:		Eugene Grzynkowicz	
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)			
Phone:		773-908-5145	
Name:			
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)			
Phone:			

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

PROJECT NO. <u>210069</u> (continued)
PROJECT NARRATIVE

New ground up construction of new Pete's Fresh Market grocery store on Madison Street in Oak Park, IL. Project consists of demolition of existing building, relocation of utilities to eliminate a public roadway, and removal of various underground storage tanks throughout the property. Project also consisted of managing and scheduling electrical, gas, and telecommunications companies to relocate their respective utilities for construction of the new building.

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. <u>210167.10</u>					
Project Name:	<b>Prospect Place Mixed - Use Development</b>				
Project Type:	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Other: _____				
Agency/Client:	Remi Development				
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <table style="margin-left: 20px;"> <tr> <td>Respondent's Role:</td> <td><input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Other: _____</td> </tr> </table>	Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor		<input type="checkbox"/> Other: _____
Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor				
	<input type="checkbox"/> Other: _____				
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)					
Excavation, concrete, utilities, underground site work, water & sewer, curbs & sidewalks					
Has the project achieved final acceptance after January 1, 2021? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Original Contract Value: <b>\$5,600,000.00</b>					
Was project completed on budget? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Final Contract Value: <b>\$5,600,000.00</b>					
Was project completed on schedule? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If applicable, did Project receive LEED Certification? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Level of LEED Certification:					
Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: <u>Demolition</u>				
City/Town/Village, State:	<b>Mt. Prospect, IL</b>				
Permitting Body:	<b>Village of Mount Prospect, IL</b>				
CLIENT REFERENCE FOR CONSTRUCTION					
(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)					
Name:	<b>Ron Plonis</b>				
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)	<b>CFO</b>				
Phone:	<b>312-286-8216</b>				
Name:					
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)					
Phone:					
Email Address:	<b>ron@noahchicago.com</b>				

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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PROJECT NO. <u>201067.10</u> (continued)
PROJECT NARRATIVE
New ground up construction of 80-unit apartment building with ground floor retail and full underground parking garage. Project included asbestos abatement and demolition of former shopping center, excavation for underground parking garage, concrete and waterproofing for building, stormwater, sewer, water services for building. Permeable pavers and sidewalk pavers installed along right of way around property and new concrete paving and asphalt patching around perimeter of property.

# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

Tier 2

PROJECT NO. <u>201143</u>					
Project Name:	<b>Northwest Gateway Center</b>				
Project Type:	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Other: _____				
Agency/Client:	<b>Ridgeline Property Group</b>				
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <table style="margin-left: 20px;"> <tr> <td>Respondent's Role:</td> <td><input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Other: _____</td> </tr> </table>	Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor		<input type="checkbox"/> Other: _____
Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor				
	<input type="checkbox"/> Other: _____				
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)					
Site Remediation					
Has the project achieved final acceptance after January 1, 2021? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Original Contract Value: <b>\$592,700.00</b>					
Was project completed on budget? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Final Contract Value: <b>\$592,700.00</b>					
Was project completed on schedule? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If applicable, did Project receive LEED Certification? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Level of LEED Certification:					
Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: <u>Demolition</u>				
City/Town/Village, State: <b>Arlington Heights, IL</b>					
Permitting Body:					
CLIENT REFERENCE FOR CONSTRUCTION					
(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)					
Name:	<b>Ben Harris</b>				
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)					
Phone:	<b>916-224-6948</b>				
Email Address:	<b>bharris@stotanindustrial.com</b>				
Name:					
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)					
Phone:					
Email Address:					

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

PROJECT NO. <u>201143</u> (continued)
PROJECT NARRATIVE
Performed asbestos abatement of the Subject Building prior to the demolition activities. Provided the necessary equipment and manpower to demolish the Subject Building, approximately 330,000 square feet in size and the disconnect of the utilities. The demolition activities also included the removal of the asphalt paved parking lots and concrete pavement/sidewalks.  The demolition activities included crushing all concrete, bricks and blocks to CA-6 gravel to be re-utilized on-site as subbase granular backfill as part of the construction of the new buildings on the property.

# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

**Tier 2**

PROJECT NO. <u>230099</u>	
Project Name:	<b>Near North High School Demolition</b>
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____
Agency/Client:	<b>Old Veteran Construction Inc (OVC)</b>
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private      Respondent's Role: <input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)	
Demolition	
Has the project achieved final acceptance after January 1, 2021? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Original Contract Value: <b>\$446,534.00</b>	
Was project completed on budget? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Final Contract Value: <b>\$446,534.00</b>	
Was project completed on schedule? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If applicable, did Project receive LEED Certification? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Level of LEED Certification: _____	
Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: <u>Demolition</u>
City/Town/Village, State: <b>Chicago IL</b>	
Permitting Body: <b>City of Chicago</b>	
CLIENT REFERENCE FOR CONSTRUCTION (Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)	
Name:	<b>Craig Lawrence</b>
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)	
Phone:	<b>773-485-8774</b>
Email Address: <b>Craig.L@OVCChicago.com</b>	
Name:	
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)	
Phone:	
Email Address: _____	

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

PROJECT NO. <u>230099</u> (continued)
PROJECT NARRATIVE
Project included the demolition of the former school and new ground up residential development. During development, issues arose between the development team and the design team, and contractors that caused the development to fall through after demolition and partial stormwater installation had been completed. EPI was brought in to stabilize the property as the development was no longer going through. As part of this EPI graded the '6 acre site to design grades to allow for property stormwater retention and safety. EPI also installed stormwater sewer measures for proper drainage and then capped the site with topsoil and seeded and blanketed the site for proper stabilization to meet CHA requirements.

# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

**Tier 2**

PROJECT NO. <u>210040</u>			
Project Name:	3700-18 N. Central Ave. Chicago		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	Troutman Dams LLC		
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
<p>Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)</p> <p>New Asphalt parking lot, Site Remediation, Concrete, and Landscape</p>			
Has the project achieved final acceptance after January 1, 2021?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Original Contract Value:		\$497,992.00	
Was project completed on budget? (If no, please explain below or attach explanation.)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Final Contract Value:		\$497,992.00	
Was project completed on schedule? (If no, please explain below or attach explanation.)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If applicable, did Project receive LEED Certification?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>Level of LEED Certification:</p> <p>Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</p>			
<p>Type of Permit:</p> <p><input checked="" type="checkbox"/> New Construction</p> <p><input type="checkbox"/> Other: Demolition,</p>		<p><input type="checkbox"/> Easy Construction</p>	
City/Town/Village, State:		Chicago IL	
Permitting Body:		City of Chicago	
<b>CLIENT REFERENCE FOR CONSTRUCTION</b> (Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)			
Name:	Eric Dams		
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)			
Phone:	312-320-8004	Email Address:	eric@troutman-dams.com
Name:			
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)			
Phone:		Email Address:	

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

PROJECT NO. <u>210040</u> (continued)
PROJECT NARRATIVE
Project was renovation of former building into plasma donation center. Project included surveying the existing property for environmental concerns, investigation the site for geotechnical stability and construction of new parking lot for the renovated building.

# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

**Tier 3**

PROJECT NO. <u>220116</u>							
Project Name:	1565-1585 N. Milwaukee Ave., Chicago						
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____						
Agency/Client:	North American Real Estate						
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <table style="margin-left: 20px;"> <tr> <td>Respondent's Role:</td> <td><input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Other: _____</td> </tr> </table>	Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor		<input type="checkbox"/> Other: _____		
Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor						
	<input type="checkbox"/> Other: _____						
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)							
Asbestos Abatement							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Has the project achieved final acceptance after January 1, 2021?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td colspan="2" style="text-align: right; padding-top: 10px;">Original Contract Value: <b>\$5,800.00</b></td> </tr> <tr> <td colspan="2" style="text-align: right; padding-top: 10px;">Was project completed on budget? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>		Has the project achieved final acceptance after January 1, 2021?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Original Contract Value: <b>\$5,800.00</b>		Was project completed on budget? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Has the project achieved final acceptance after January 1, 2021?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Original Contract Value: <b>\$5,800.00</b>							
Was project completed on budget? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Final Contract Value: <b>\$5,800.00</b></td> <td style="width: 30%; text-align: right;"></td> </tr> <tr> <td colspan="2" style="text-align: right; padding-top: 10px;">Was project completed on schedule? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>		Final Contract Value: <b>\$5,800.00</b>		Was project completed on schedule? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Final Contract Value: <b>\$5,800.00</b>							
Was project completed on schedule? (If no, please explain below or attach explanation.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">If applicable, did Project receive LEED Certification?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table>		If applicable, did Project receive LEED Certification?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If applicable, did Project receive LEED Certification?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Level of LEED Certification:							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</td> <td style="width: 30%; text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>		Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: <u>Asbestos Abatement</u>						
City/Town/Village, State:	Cook County & State of Illinois						
Permitting Body:	IEPA						
CLIENT REFERENCE FOR CONSTRUCTION (Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)							
Name:	Savas Er						
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)							
Phone:	847-809-5566	Email Address:	savas@naregroup.com				
Name:							
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)							
Phone:		Email Address:					

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

## ABC Contractor

## Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

PROJECT NO. 220116  
(continued)

PROJECT NARRATIVE

# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

**Tier 3**

PROJECT NO. <u>230169</u>							
Project Name:	10 West Higgins						
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____						
Agency/Client:	Troy Realty LTD						
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <table style="margin-left: 20px;"> <tr> <td>Respondent's Role:</td> <td><input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Other: _____</td> </tr> </table>	Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor		<input type="checkbox"/> Other: _____		
Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor						
	<input type="checkbox"/> Other: _____						
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)							
Demolition, Asbestos Abatement							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Has the project achieved final acceptance after January 1, 2021?</td> <td style="width: 30%; text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="text-align: right;">Original Contract Value:</td> <td style="text-align: right;">\$217,091.00</td> </tr> <tr> <td style="text-align: right;">Was project completed on budget? (If no, please explain below or attach explanation.)</td> <td style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>		Has the project achieved final acceptance after January 1, 2021?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Original Contract Value:	\$217,091.00	Was project completed on budget? (If no, please explain below or attach explanation.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has the project achieved final acceptance after January 1, 2021?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Original Contract Value:	\$217,091.00						
Was project completed on budget? (If no, please explain below or attach explanation.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Final Contract Value:</td> <td style="width: 30%; text-align: right;">\$217,091.00</td> </tr> <tr> <td style="text-align: right;">Was project completed on schedule? (If no, please explain below or attach explanation.)</td> <td style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>		Final Contract Value:	\$217,091.00	Was project completed on schedule? (If no, please explain below or attach explanation.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Final Contract Value:	\$217,091.00						
Was project completed on schedule? (If no, please explain below or attach explanation.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">If applicable, did Project receive LEED Certification?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table>		If applicable, did Project receive LEED Certification?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If applicable, did Project receive LEED Certification?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Level of LEED Certification:							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</td> <td style="width: 30%; text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>		Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: <u>Demolition</u>						
City/Town/Village, State:	Park Ridge, IL						
Permitting Body:	City of Park Ridge, IL						
CLIENT REFERENCE FOR CONSTRUCTION (Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)							
Name:	Hubert Cioromski						
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)	President / Owner						
Phone:	708-967-2786						
Email Address:	hubert@troyrealtyltd.com						
Name:	Keith Carlson						
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)	Property Manager						
Phone:	773-792-3000 X 229						
Email Address:	keith@troyrealtyltd.com						

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

PROJECT NO. <u>230169</u> (continued)
PROJECT NARRATIVE
Site preparation for new development of a car wash. Site was a former banquet hall with freestanding cell tower and ancillary structure for power to the tower in addition to the banquet building. Project consisted of asbestos abatement throughout the former banquet hall, relocation of utilities to the ancillary structure for service to be maintained at the existing tower, and demolition of the former banquet hall and delivery of site for future development.

# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

**Tier 3**

PROJECT NO. <u>230067.10</u>			
Project Name:	<b>Stream ORDC1 Precon and Demo</b>		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	Clune Construction		
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
<b>ACM Remediation/ Asbestos Abatement</b>			
Has the project achieved final acceptance after January 1, 2021?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Original Contract Value:		<b>\$91,000.00</b>	
Was project completed on budget? (If no, please explain below or attach explanation.)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Final Contract Value:		<b>\$91,000.00</b>	
Was project completed on schedule? (If no, please explain below or attach explanation.)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If applicable, did Project receive LEED Certification?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Level of LEED Certification:		 	
Was the project permitted? (If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: <u>ACM Remediation/ Asbestos Abatement</u>		
City/Town/Village, State:	<b>Cook County and Illinois</b>		
Permitting Body:	<b>IEPA</b>		
<b>CLIENT REFERENCE FOR CONSTRUCTION</b> (Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)			
Name:	<b>Will McGowan</b>		
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)	<b>Project Executive</b>		
Phone:	312-731-7193	Email Address:	wmcgowan@clunegc.com
Name:	 		
Project Role: (ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)	 		
Phone:		Email Address:	

## FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

PROJECT NO. <u>230167.10</u> (continued)
PROJECT NARRATIVE
Asbestos Abatement of 20+ residential homes for the development of new data center.

## FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL	
Role:	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator
Name:	Matthew Maser
Title:	Senior Project Manager
	Number of years with the firm: <b>10 years</b>
	Number of years with experience in this capacity: <b>15 years</b>
Project Type: (Please check all experience that applies to the individual who will be dedicated to this project.)	
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input type="checkbox"/> DIVISION 04 00 00 MASONRY <input type="checkbox"/> DIVISION 05 00 00 METALS <input type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input type="checkbox"/> DIVISION 08 00 00 OPENINGS <input type="checkbox"/> DIVISION 09 00 00 FINISHES <input type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input type="checkbox"/> DIVISION 22 00 00 PLUMBING <input type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION
REFERENCES	
REFERENCE #1	
Project:	Belmont Estates
Agency/Firm Name:	MB Belmont LLC
Phone:	312-286-8216
Email Address:	ron@noahchicago.com
REFERENCE #2	
Project:	10 West Higgins
Agency/Firm Name:	Troy Realty LTD
Phone:	708-967-2786
Email Address:	hubert@troyrealtyltd.com

PLEASE ATTACH RESUME



---

**MATTHEW MASER**  
**SENIOR PROJECT MANAGER/SITE PACKAGING MANAGER**  
[mmaser@environmental-epi.com](mailto:mmaser@environmental-epi.com)

**Experience**

**Environmental Protection Industries**

16650 South Canal  
South Holland, Illinois 60473

**July-2014 to present**

Mr. Maser oversees all Site Packaging Projects. Mr. Maser has a background as an estimator in projects ranging from \$100k to \$500M. Mr. Maser also has experience as a field engineer and superintendent on projects ranging from \$200k - \$5B. Mr. Maser is responsible for collecting and coordinating all information generated from environmental and geotechnical studies and generating the full site package project which brings a property from purchase to vertical-ready for development. Mr. Maser is responsible for all construction scheduling and coordination between owner, consultants, and subcontractors to ensure a project is delivered on time and on budget. Mr. Maser has also performed several inspections for construction materials testing such as concrete, compaction, bearing capacity, proof roll, and asphalt. Mr. Maser has experience in all types of projects from single building residential developments, medium to large commercial and residential developments, to large industrial projects. Mr. Maser Using his experience in the field running construction crews, schedule, and estimating; Mr. Maser can accurately and efficiently estimate a project and implement a schedule based on real world conditions, providing clients with an accurate and real-world view of how a property will be developed. Mr. Maser is currently in the process of becoming a licensed P.E. and assists in all permitting and licensing for out of town developments.

**Project Experience Includes:**

Rondout Bypass Tunnel, New York  
Estimator and Subcontract Coordinator

Cove Point LNG Expansion, Lusby, Maryland  
Quality control, scheduling, and field supervisor for concrete crews

St. Joseph Energy Center, New Carlisle, Indiana  
Quality control, scheduling, and field supervisor for Earthwork crews

Natchez Phase 2 Residential Development, Chicago, Illinois  
Excavation, Environmental Remediation, Site Utilities, Site & Building Concrete, Asphalt Paving, Construction Materials Testing

Mount Prospect Pointe Commercial Development, Mt. Prospect, Illinois  
Excavation, Site Utilities, Site & Building Concrete, Asphalt Paving, Site Electrical and Lighting, Construction Materials Testing



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Armoury Parking Lot, Chicago, Illinois

Building Demolition, Excavation, Site Utilities, Site Concrete, Asphalt Paving, Site Electrical and Lighting, Public Light Pole Relocation, Right-of-Way Concrete and Asphalt Repairs, Construction Materials Testing, Environmental Remediation & Soil Stabilization

**Certifications/Continuing Education**

- *40 Hour OSHA Certified*

**Education**

- 2009-2014 Bradley University, Peoria, Illinois
- B.S. Mechanical Engineering

## FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL		
Role:	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input checked="" type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator	
Name:	<b>Sergio Meilman</b>	
Title:	<b>Director of Operations</b>	
	Number of years with the firm: <b>2.5 years</b>	
	Number of years with experience in this capacity: <b>17 years</b>	
Project Type: (Please check all experience that applies to the individual who will be dedicated to this project.)		
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input type="checkbox"/> DIVISION 04 00 00 MASONRY <input type="checkbox"/> DIVISION 05 00 00 METALS <input type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input type="checkbox"/> DIVISION 08 00 00 OPENINGS <input type="checkbox"/> DIVISION 09 00 00 FINISHES <input type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input type="checkbox"/> DIVISION 22 00 00 PLUMBING <input type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES		
REFERENCE #1		
Project:	<b>Belmont Estates Phase I, II &amp; III</b>	
Agency/Firm Name:	<b>MB Belmont LLC</b>	Title: <b>CFO</b>
Phone:	<b>312-286-8216</b>	Email Address: <b>ron@noahchicago.com</b>
REFERENCE #2		
Project:	<b>Pete's Fresh Market Redevelopment</b>	
Agency/Firm Name:	<b>Oak Park Madison St. LLC</b>	Title: <b></b>
Phone:	<b>773-908-5145</b>	Email Address: <b>eugene@pmrealtyinc.com</b>

PLEASE ATTACH RESUME

**Chris Nielsen**  
1121 Madison Street  
Lockport, IL 60441  
Cell: (815) 214-0694  
christophernielsen@gmail.com

**Environmental Protection Industries**  
**Construction Superintendent**

**South Holland, IL**  
**June 2022-Present**

- On-site supervision of multi-family residential development.
- Reviewed and interpreted construction plans with trade professionals.
- Coordinated logistics and site access for suppliers and subcontractors.
- Met with building department officials for inspections of construction work in progress.
- Identified and resolved conflicts in construction with project team, performed quality control, created punch-lists.
- On-site coordination of new utility installation with providers and municipalities.

**Halo Construction**  
**Project Manager**

**Chicago, IL**  
**2019-2022**

- Managed rehab construction projects on multi-unit residential buildings from start to finish.
- Performed pre-construction site meetings, scheduled sub-contractors and vendors, processed and approved requests for payment.
- Identified and resolved conflicts in construction with project team, performed quality control, created punch-lists.
- Met with building department officials to ensure code compliance and obtain new Certificates of Occupancy for projects.
- Reviewed and interpreted construction plans with trade professionals.
- Supervised and coordinated replacement of electrical plumbing and HVAC systems.
- Coordinated replacement of natural gas, electrical and water connections with city and service providers.

**LaRoc Builders**  
**Field Service Technician**

**Algonquin, IL**  
**2015-2019**

- Diagnosed and repaired carpentry, plumbing, and electrical service requests for rental homes
- Remodeled foreclosed homes for rental market code compliance, safety, and marketability
- Provided customer service through scheduling and managing repair expectations
- Created proposals for remodeling projects

**Creative Construction Group, Inc.**  
**Project Manager**

**Cary, IL**  
**2010-2015**

- Managed projects from initial sale through product selection, production, collection of payments and issuance of warranty for general contractor specializing in roofing, siding, windows and general remodeling
- Created estimates, proposals and material orders for each project managed
- Supervised subcontractors during construction.

**Fiji Construction, Inc.**  
**Claims Specialist**

**Lake Barrington, IL**  
**2009-2010**

- Generated sales for roofing contractor
- Coordinated evaluations of damaged roofing and siding with insurance adjusters

**Goodnight Designs, Inc.****General Construction Laborer****Forest Park, IL****2007-2009**

- Collaborated with other construction professionals on home and condominium renovation, \$100,000+ projects
- Performed rough and finish carpentry and general labor

**Neumann Homes, Inc.  
Construction Superintendent**

**Warrenville, IL  
2006-2007**

- Supervised, coordinated and inspected the work of subcontractors
- Conducted daily inspections of homes in production to verify and ensure adherence to specifications and schedules.
- Generated punch-lists
- assisted in homeowner walk-throughs to construction-related questions

**Education**

Illinois State University, Normal, IL

Bachelor of Science in Construction Management - August 2006

OSHA Certified- 40 Hour Construction Safety Certification

References available.

## FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL	
Role:	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input checked="" type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator
Name:	<b>Sergio Meilman</b>
Title:	<b>Director of Operations</b>
	Number of years with the firm: <b>18 years</b>
	Number of years with experience in this capacity: <b>22 years</b>
Project Type: (Please check all experience that applies to the individual who will be dedicated to this project.)	
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input type="checkbox"/> DIVISION 03 00 00 CONCRETE <input type="checkbox"/> DIVISION 04 00 00 MASONRY <input type="checkbox"/> DIVISION 05 00 00 METALS <input type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input type="checkbox"/> DIVISION 08 00 00 OPENINGS <input type="checkbox"/> DIVISION 09 00 00 FINISHES <input type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input type="checkbox"/> DIVISION 22 00 00 PLUMBING <input type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION
REFERENCES	
REFERENCE #1	
Project:	<b>Belmont Estates</b>
Agency/Firm Name:	<b>MB Belmont LLC</b>
Phone:	<b>312-286-8216</b>
Title:	<b>CFO</b>
Email Address:	<b>ron@noahchicago.com</b>
REFERENCE #2	
Project:	<b>Pete's Fresh Market Redevelopment</b>
Agency/Firm Name:	<b>Oak Park Madison St. LLC</b>
Phone:	<b>773-908-5145</b>
Title:	
Email Address:	<b>eugene@pmrealtyinc.com</b>

PLEASE ATTACH RESUME



**SERGIO MEILMAN, P.E.**  
**DIRECTOR OF OPERATIONS**  
**smeilman@environmental-epi.com**

**Experience**

**Environmental Protection Industries** **2006 - Present**  
16650 South Canal  
South Holland, IL 60437

**Director of Operations:** Mr. Meilman has over 25 years of experience in subsurface investigations and construction materials testing, and has been a Registered Professional Engineer with the State of Illinois since 1988. He has performed numerous environmental and geotechnical investigations for commercial, industrial, and residential properties including motels, shopping malls, warehouses, manufacturing facilities, automotive service stations, office complexes and high rise buildings.

In addition Mr. Meilman routinely performs Phase II investigations at landfill facilities, properties containing underground storage tanks and hazardous waste sites. Through his experience he has an outstanding knowledge of civil and environmental engineering, product design, geology, hydrogeology, and hydrology.

He has developed on-site development solution that include:

- Started a Geotechnical Engineering and Construction Materials Testing division for an established environmental company.
- Developed and implemented company protocol for the performance of the on-site soil and concrete inspections, including the field training of the drill crews and site technicians.
- Prepared numerous sub-surface investigation reports pertaining to the design and construction of the foundation systems for various types of structures, including office buildings, warehouses, residences, high-rises, etc.
- Extensive knowledge and experience in the preparation and submittal of regulatory documentation, including conformance letters to the governing agencies, such as FEMA.
- Extensive experience in the evaluation of the foundation/slab settlement problems, including the determination of the cause and the recommendations pertaining to the reconstruction of the failed structural elements.
- Soil Borings. Supervised the performance of the sub-surface investigations by managing the drill crews, scheduling, client contact and field work. Responsible for the preparation of all of the soil boring reports presenting the recommendations pertaining to the design and construction phases of the structure, including the foundation system, slab and paved areas.
- Construction Materials Testing. Supervised the field technicians in the daily tasks of the testing including the performance of soil (bearing capacity, proof-roll, compaction), concrete (slump, air, unit weight, temperature), steel (welding and bolts) and asphalt (rolling pattern, compaction ) testing.
- Laboratory Testing. Supervised the daily operations of the construction materials testing



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laboratory, including the performance of soil (unconfined compression, moisture content, density, Atterberg Limits, Proctor, permeability), steel (tensile strength) and concrete (compressive strength) testing.

- **Field Testing.** Highly experienced in performing the tests associated with the day-to-day operations of the construction materials testing laboratory, including the drill rig (both as a driller and a technician), soil, asphalt, steel and concrete. Performed a variety of tasks associated with Geotechnical Engineering. Some of the more unusual ones included evaluation of fill placement under below freezing conditions and deflection of the existing concrete floor slab subjected to unstable loading.

**Key Projects:**

- Dobbins Group – Rakow Road & McHenry Road, Crystal Lake, IL
- AMB Property Corp. – I-80 & Ridge Road, Minooka, IL
- McShane Construction Co. – 63 Acre parcel, Peterson & Midlothian, Libertyville, IL
- Morgan Harbour Const. – Crossroads & Veterans, Bolingbrook, IL
- The Missner Group – 225 Wille Road, Des Plains, IL
- Principle Construction – Manhattan & Ridgeland, Monee, IL

**Pioneer Engineering & Environmental Services, Inc.**  
Chicago, IL

**2001 - 2006**

**Division Manager :** In charge of the drill rig crews and field inspectors, scheduling, client relations, reports review and preparations, as well as the promotions. Field testing of construction materials, laboratory testing of soil and concrete.

**H.H. Homes Testing Laboratories**  
Wheeling, IL

**1987 - 2001**

**Vice President:** Field testing of construction materials (soil, concrete, steel, asphalt). Laboratory testing of soil and concrete, in charge of the drill rig crews, scheduling, client relations and report preparation. Review of all field reports.

**Key Projects:** Several thousand structures: residential, commercial, retail, office, warehouse, roadways, bridges, utilities etc.

**Sergeant & Lundy Engineers**  
Chicago, IL

**1984 - 1987**

**Project Enginee:** Structural design of nuclear power plant components.  
**Key Projects:** Byron & Braidwood Power Plants



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## Education

- Ph.D. in Civil Engineering, La Salle University, Mandeville, LA (Geotechnical Engineering)
- Ph.D. Level Studies, Illinois Institute of Technology, Chicago, IL (Construction Materials Testing and Geotechnical Engineering)
- Master of Science in Civil Engineering, Illinois Institute of Technology, Chicago, IL (Geotechnical, Civil Engineering and Construction Materials Testing)
- Bachelor of Science in Civil Engineering, Drexel University, Philadelphia, PA (Geotechnical and Structural Engineering)

## Professional Certifications and Memberships

### Professional Engineering Registrations

- Illinois No. 62-044025
- Indiana No. 60920351
- Wisconsin No. 27056

ACI Grade I Technician Certificate

ACI Examiners Certificate – Grades I and II

TROXLER Nuclear Seminar Certificate

NRMCA Redi-Mix Plant Inspection Certificate

State of Wisconsin DNR – Approved Environmental Survey

- American Concrete Institute (ACI) – member
- American Society of Civil Engineers (ASCE) – member
- Association of Licensed Architects (ALA) – associate member
- Fox Valley Contractors Association (FVCA) – associate member
- ASTM – D.18 committee and membership
- AIRE – associate member
- L.E.E.D AP Certified
- Security clearance for the entrance to operating Power Plants
- Extensive steel, concrete and masonry design background
- Additional Extensive Construction Materials Testing background through undergraduate Co-Op Studies
- Additional Structural Engineering background with Sargent and Lundy, Inc., Chicago, IL

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
062.044025

The person, firm, or corporation whose name appears on this certificate has complied with  
the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized  
to engage in the activity as indicated below:

EXPIRES:  
11/30/2025

### LICENSED PROFESSIONAL ENGINEER



SERGIO MEILMAN  
1664 CRANSHIRE CT  
DEERFIELD, IL 60015



MARIO TRETO, JR.  
SECRETARY



CAMILLE LINDSAY  
ACTING DIRECTOR

The official status of this license can be verified at [IDFPR.illinois.gov](http://IDFPR.illinois.gov)

18419291

## FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL	
Role:	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input checked="" type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator
Name:	George Kobylarcik
Title:	Remediation Manager, Health & Safety Officer
	Number of years with the firm: 20 years
	Number of years with experience in this capacity: 25 years
Project Type: (Please check all experience that applies to the individual who will be dedicated to this project.)	
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input type="checkbox"/> DIVISION 03 00 00 CONCRETE <input type="checkbox"/> DIVISION 04 00 00 MASONRY <input type="checkbox"/> DIVISION 05 00 00 METALS <input type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input type="checkbox"/> DIVISION 08 00 00 OPENINGS <input type="checkbox"/> DIVISION 09 00 00 FINISHES <input type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input type="checkbox"/> DIVISION 22 00 00 PLUMBING <input type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION
REFERENCES	
REFERENCE #1	
Project:	Belmont Estates
Agency/Firm Name:	MB Belmont LLC
Phone:	312-286-8216
Email Address:	ron@noahchicago.com
REFERENCE #2	
Project:	Pete's Fresh Market Redevelopment
Agency/Firm Name:	Oak Park Madison St. LLC
Phone:	773-908-5145
Email Address:	eugene@pmrealtyinc.com

PLEASE ATTACH RESUME



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**GEORGE KOBYLARCIK, CHMM**  
**REMEDIATION MANAGER, HEALTH AND SAFETY OFFICER**  
**[gfk@environmental-epi.com](mailto:gfk@environmental-epi.com)**

**Experience**

**Environmental Protection Industries** **1993 - Present**  
16650 South Canal  
South Holland, IL 60437

**Remediation Manager – Health and Safety Officer:** Mr. Kobylarcik is responsible for planning, scheduling and field management of remediation projects, and the EPI Health and Safety Program. He attends pre-construction meetings and prepares for price proposals and remediation estimates. Mr. Kobylarcik is involved in the design and operation of remediation systems, free product recovery systems and air monitoring and OSHA monitoring. He is also the Field Superintendent for EPI Emergency Response projects.

**Representative Projects**

O'Rourke Construction/City of Chicago, Cuneo Press building demolition- Chicago, IL managed environmental remediation and disposal of hundreds of drums, tons of hazardous pigments, over 250,000 gallons of contaminated water, PCB-containing transformers and a 50,000-gallon heating oil tank

Ceres Terminals/Iroquois Landing, Managed clean-up of Diesel spill in Calumet River and storm sewers, Chicago, IL

DAW Inc, managed removal of 10 tanks, 20,000 yd<sup>2</sup> of contaminated soil, 400,000-gallons of contaminated water, Broadway and Surf Street, Chicago, IL

**Environmental Instructor:** Taught Asbestos Worker Classes. Developed Asbestos Worker Refresher Class Manual.

**Mostardi-Platt Associates** Elmhurst, IL, **1992 - 1993**  
**Wight & Co.**, Downers Grove, IL,  
**Turnkey Environmental Consultants**, Mt. Prospect, IL,

**Asbestos Project Manager:** Provided on site asbestos air monitoring and project management services. Prepared project reports.

Edens Plaza, Wilmette, IL, Northfield Park District, Northfield, IL, New Trier High School, Winnetka, IL, University of Illinois Hospitals, Chicago, IL.



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**Testwell Craig Liu, Inc.**  
Chicago, IL

**1990 - 1991**

**Senior Project Manager:** Managed soil remediation projects. Prepared corrective action reports. Conducted environmental audits and investigations. Managed asbestos removal activities. Provided air monitoring services.

Amoco Chemicals, Channahon, IL  
Churchview, Catholic Charities, Chicago, IL  
Enviroplus Projects, Chicago, IL and Macomb, IL

**AEC, Inc.,**  
New Orleans, LA

**1989 - 1990**

**Training Director:** Provided AHERA asbestos training for client school districts. Located materials, assembled study packet, scheduled classes, taught EPA Designated person, 14 hour Asbestos Maintenance and 2 hours Asbestos Awareness Classes  
Wilmette, IL School District  
Jena, Breaux Bridge and Houma LA School Districts  
Numerous suburban Los Angeles, CA School Districts

#### **Certifications/Continuing Education**

- Certified Hazardous Material Manager (08347), Institute of Hazardous Materials Management
- IFCI Certified for Underground Storage Tank Decommissioning, #1044742-U2
- IDPH Accredited Asbestos Training Course Instructor
- Radon Technology for Mitigators
- Practices and Procedures in Asbestos Control
- Asbestos Abatement Project Supervisor Level II
- Asbestos Air Sampling
- 40-Hour Hazardous Waste Site Worker
- Hazardous Waste Site Supervisor

#### **Education**

- University of Illinois, University of Wisconsin, 1962-1969

## FORM C – DISCLOSURE AFFIDAVIT

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### I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Michael Musa, as President / CEO  
Name \_\_\_\_\_ Title \_\_\_\_\_

and on behalf of Environmental Protection Industries  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Environmental Protection Industries		
Address:	16650 S. Canal Street		
City/State/Zip:	South Holland, IL 60473		
Telephone:	708-225-1115	Facsimile:	(708) 225-1117
FEIN:	36-3911542	SSN:	
Email:	mmusa@environmental-epi.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____

## FORM C – DISCLOSURE AFFIDAVIT

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### A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Illinois	
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City/State/ZIP:			
Telephone:			
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)			
Name		Title	
Michael Musa		President / CEO	
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)			
Name		Address	Ownership Interest Percentage
Michael Musa		10800 Royal Glen Dr. Orland Park IL	100 %
			%
			%
LLC's only, indicate Management Type and Name:			
<input type="checkbox"/> Member-managed		<input type="checkbox"/> Manager-managed	Name: _____
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.			

## FORM C – DISCLOSURE AFFIDAVIT

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### B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).

Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

### C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:

If the answer is no, please complete the following two sections.  Yes  No

If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name of Principal(s)

If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.

Name	Address

## FORM C – DISCLOSURE AFFIDAVIT

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### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
  - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## FORM C – DISCLOSURE AFFIDAVIT

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### B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

### C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

## FORM C – DISCLOSURE AFFIDAVIT

---

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

### D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other environmental restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other environmental restriction.

## FORM C – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

### I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

Michael Musa

Name of Authorized Officer (Print or Type)

President / CEO

Title

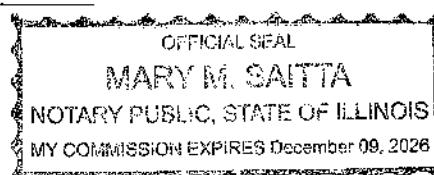
708-334-4000

Telephone Number

State of Illinois  
County of Cook

Signed and sworn to before me on this 17<sup>th</sup> day of December, 2024 by  
Michael Musa (Name) as President / CEO (Title) of  
Environmental Protection Industries (Bidder/Proposer/Respondent or Contractor)

Mary M. Saitta  
Notary Public Signature and Seal



## FORM C – DISCLOSURE AFFIDAVIT

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### I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Larry Huggins \_\_\_\_\_, as President \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_

and on behalf of Riteway-Huggins Construction, Inc. \_\_\_\_\_  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Riteway-Huggins Construction, Inc.		
Address:	1030 E 87th Street		
City/State/Zip:	Chicago, IL 60619		
Telephone:	773-734-1600	Facsimile:	(773) 374-8166
FEIN:	82-1451777	SSN:	
Email:	Larry.huggins@riteway-huggins.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____

## FORM C – DISCLOSURE AFFIDAVIT

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### A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Illinois		
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
City/State/ZIP:				
Telephone:				
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)				
Name		Title		
Larry Huggins		President		
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)				
Name		Address	Ownership Interest Percentage	
Larry Huggins		1030 E 87th St., Chicago IL	100	%
				%
				%
LLC's only, indicate Management Type and Name:				
<input type="checkbox"/> Member-managed		<input type="checkbox"/> Manager-managed	Name: _____	
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.				

## FORM C – DISCLOSURE AFFIDAVIT

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### B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).

Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

### C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:

If the answer is no, please complete the following two sections.  Yes  No

If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name of Principal(s)

If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.

Name	Address

## FORM C – DISCLOSURE AFFIDAVIT

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### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
  - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## FORM C – DISCLOSURE AFFIDAVIT

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### B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

### C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

## FORM C – DISCLOSURE AFFIDAVIT

---

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

### D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other environmental restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other environmental restriction.

## FORM C – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

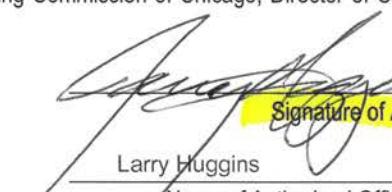
### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

### I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

Larry Huggins

Name of Authorized Officer (Print or Type)

President

Title

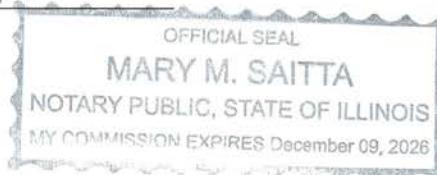
773-734-1600

Telephone Number

State of Illinois  
County of Cook

Signed and sworn to before me on this 17<sup>th</sup> day of December 2024 by  
Larry Huggins (Name) as President (Title) of  
Riteway-Huggins Construction, Inc. (Bidder/Proposer/Respondent or Contractor)

Mary M. Saitta  
Notary Public Signature and Seal



## FORM D – LEGAL ACTIONS

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### I. LEGAL ACTIONS

### Environmental Protection Industries

If the answer to any of the questions below is YES, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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## FORM D – LEGAL ACTIONS

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### I. LEGAL ACTIONS

### Riteway-Huggins

If the answer to any of the questions below is YES, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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**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 :

ENVIRONMENTAL PROTECTION INDUSTRIES, INC  
16650 S CANAL STREET  
SOUTH HOLLAND IL 60473

LICENSE CLASS: (C) \$5,000,000 PROJECT CEILING



LICENSE NUMBER: **TGC016104**

CERTIFICATE NUMBER: **GC016104-17**

FEE: **\$ 750**

DATE ISSUED: **01/06/2025**

DATE EXPIRES: **01/30/2026**

**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.



Brandon Johnson  
Mayor



Marlene Hopkins  
Commissioner

# CITY OF CHICAGO

## LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE **CITY OF CHICAGO**, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO **ENVIRONMENTAL PROTECTION IND., INC.** PRINTED ON: 02/16/2024

ENVIRONMENTAL PROTECTION IND., INC.  
NAME: 16650 S. CANAL  
DBA: SOUTH HOLLAND, IL 60473  
AT:

1592650	1010	\$*****250.00
Limited Business License		
LICENSE NO.:	CODE:	FEE:
LICENSE:	PRESIDENT:MICHAEL P. MUSA SECRETARY:MICHAEL P. MUSA	

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF  
THIS 15 DAY OF APRIL , 2024

ATTEST:

*Anna M. Valencia*  
CITY CLERK

EXPIRATION DATE: April 15, 2026



ACCOUNT NO 289848  
MAYOR  
SITE : 1  
TRANS NO.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.



# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
184.002179-0002  
062.053668

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:  
04/30/2027

### DESIGN FIRM - PROFESSIONAL ENGINEERING



ENVIRONMENTAL PROTECTION INDUSTRIES  
16650 S CANAL  
SOUTH HOLLAND, IL 60473



MARIO TRETO, JR.  
SECRETARY

CAMILLE LINDSAY  
DIRECTOR

The official status of this license can be verified at [IDFPR.Illinois.gov](http://IDFPR.Illinois.gov)

20144265



Cut on Dotted Line

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 986809

## FORM H – CONTRACTOR'S PROPOSAL

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### FORM H: CONTRACTOR'S PROPOSAL

The Contractor hereby acknowledges receipt of the all Contract documents for Contract No. PS3093, including, but not limited to: a) Book 1 – Request for Proposal, Project Information, Instructions to Proposers, and Execution Documents, b) Book 2 – Standard Terms and Conditions, c) Book 3 – Construction Task Catalog®, d) Book 4 – Technical Specifications, and e) Addenda Nos. (None unless indicated below)

Addendum No.	Date of Addendum
Addendum #1	November 15, 2024
Addendum #2	November 19, 2024
Addendum #3	December 2, 2024
Addendum #4	December 6, 2024
Addendum #5	December 12, 2024
Addendum #6	December 17, 2024

## FORM I – PROPOSED ADJUSTMENT FACTORS

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### FORM I: PROPOSED ADJUSTMENT FACTORS – TIER 1

The Respondent shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors within a specified Tier will result in the submission being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Proposed:	X % Weight	= Total
1.	For Projects Greater than \$1,000,000.01, Normal Working Hours	<u>1</u> . <u>0</u> <u>7</u> <u>9</u> <u>0</u>	.50	<u>0</u> . <u>5</u> <u>3</u> <u>9</u> <u>5</u>
2.	For Projects Greater than and \$1,000,000.01, Other than Normal Working Hours	<u>1</u> . <u>2</u> <u>0</u> <u>3</u> <u>0</u>	.30	<u>0</u> . <u>3</u> <u>6</u> <u>0</u> <u>9</u>
3.	Non Pre-priced: For Non Pre-priced Work	<u>1</u> . <u>0</u> <u>9</u> <u>0</u> <u>0</u>	.20	<u>0</u> . <u>2</u> <u>1</u> <u>8</u> <u>0</u>
4.	ADD ALL THE TOTALS IN THE RIGHT COLUMN			<u>1</u> . <u>1</u> <u>1</u> <u>8</u> <u>4</u>

#### Notes To Bidder:

Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

The Adjustment Factors for Other Than Normal Working Hours Adjustment Factors must be equal to or greater than the Normal Working Hours Adjustment Factors. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.

The percentage weighted multipliers above are for the purpose of calculating a Total Base Proposal. No assurances are made by the PBC that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Total Base Proposal is only used for the purpose of determining the Award Criteria Figure.

When submitting Job Order Price Proposals related to specific Job Orders, the Respondent shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

# FORM J – AWARD CRITERIA FIGURE

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## FORM J - AWARD CRITERIA FIGURE

### A. Basis of Award (Award Criteria Figure)

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria Figure formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the Total Base Proposal (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 the Award Criteria Figure Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized proposal sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. 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 Proposal (Refer to Line 9 of FORM I - PROPOSED ADJUSTMENT FACTORS), in figures	TBD
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)	0.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	TBD
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)	0.10
Line 5.	Multiply Line 4 by Line 1 by 0.03	TBD
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)	0.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	TBD
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)	.01
Line 9.	Multiply Line 8 by Line 1 by 0.04	TBD
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)	.01

## FORM J – AWARD CRITERIA FIGURE

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Line 11.	Multiply Line 10 by Line 1 by 0.03	TBD
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)	.01
Line 13.	Multiply Line 12 by Line 1 by 0.01	TBD
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	TBD
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	TBD
	Award Criteria Figure \$	N/A

(Insert Line 15 of Award Criteria Formula to Line 10 on Form I – Proposed Adjustment Factors):

### 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 "Proposal 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 Book 2.

"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 Proposal 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:

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

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

## FORM J – AWARD CRITERIA FIGURE

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

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

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

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

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

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

- d. Liquidated Damages, if any, will be calculated and assessed on the total amount of the Contract at the end of the Term.
- e. Liquidated damages, if any, will be calculated for the last pay requests, if possible, 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.
- f. 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.

## FORM J – AWARD CRITERIA FIGURE

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### 6. Major Trades

Building Demolition	Operable Partition
Site Demolition	Aluminum Storefront
Site Control	Glazing
Asbestos / Lead Based Abatement	Drywall
Site and Building Concrete	Acoustical Ceilings
Masonry	Ceramic Tile
Structural Steel	Resilient Flooring
Cold Form Metal Framing	Tile Carpeting
Misc. Metals	Painting
Rough and Finish Carpentry	Toilet Compartments and accessories
Architectural Wood Casing	Metal Lockers
Solid Surface	Hydraulic Elevators
Roofing	Vertical lifts
Roof Specialties	Fire Suppression Sprinkler
Damproofing and Waterproofing	Plumbing
Thermal insulation spray Insulation	Mechanical
Metal Wall Panels	Electric
Applied Fire Protection	Fire Detection and Alarm
Firestopping	Access Control
Joint Sealants	Building Intrusion Detection
Curtain Wall	Earthwork
Hollow Metal Frames and Doors	Landscaping
Wood Doors	Asphalt Paving
Door Hardware	Site Utiliti
Overhead Doors	

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

## FORM K - ACCEPTANCE

### A. PROPOSAL ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

PUBLIC BUILDING COMMISSION OF CHICAGO

*Mary Pat Witry*  
Mary Pat Witry, Secretary

*B. J.*  
Mayor Brandon Johnson, Chairman

CONTRACTING PARTY

Riteway-Huggins Construction, Inc.

Contractor Name

1030 East 87th St, Chicago, IL 60619

Address

IF A CORPORATION:

Name: Larry Huggins

Title: Owner

Signature: *Larry Huggins*

ATTEST BY: *Mary M. Saitta*

Secretary

IF A PARTNERSHIP:

Partner (Signature) \_\_\_\_\_ Address \_\_\_\_\_

Partner (Signature) \_\_\_\_\_ Address \_\_\_\_\_

Partner (Signature) \_\_\_\_\_ Address \_\_\_\_\_

IF A SOLE PROPRIETORSHIP:

Signature \_\_\_\_\_ Address \_\_\_\_\_

NOTARY PUBLIC

County of Cook State of IL

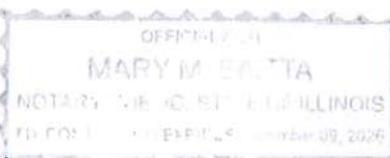
Subscribed and sworn to before me on this 17<sup>th</sup> day of December, 2024.

*Mary M. Saitta* (SEAL)  
Notary Public Signature

Commission Expires: 12/09/2026

APPROVED AS TO FORM AND LEGALITY

*Anne L. Zredd* Date: 8/5/25  
Neal & Leroy, LLC



## FORM K - ACCEPTANCE

### A. PROPOSAL ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

PUBLIC BUILDING COMMISSION OF CHICAGO

Mary Pat Witry  
Mary Pat Witry, Secretary

B. J.  
Mayor Brandon Johnson, Chairman

### CONTRACTING PARTY

Environmental Protection Industries

Contractor Name

16650 S Canal St, Chicago, IL 60473

Address

### IF A CORPORATION:

Name: Michael Musa

Title: Owner

Signature: Michael Musa

ATTEST BY: Mary Pat Witry

Secretary

### IF A PARTNERSHIP:

Partner (Signature)

Address

Partner (Signature)

Address

Partner (Signature)

Address

### IF A SOLE PROPRIETORSHIP:

Signature

Address

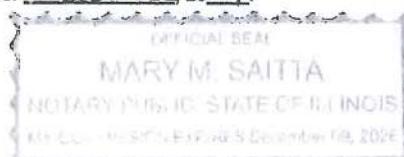
### NOTARY PUBLIC

County of Cook State of IL

Subscribed and sworn to before me on this 17<sup>th</sup> day of December 2024.

Mary M. Saitta (SEAL)  
Notary Public Signature

Commission Expires: 12/09/2026



### APPROVED AS TO FORM AND LEGALITY

Anne L. Zedd Date: 8/5/2025  
Neal & Leroy, LLC

## **FORM L – AFFIDAVIT OF NON-COLLUSION**

## Affidavit Of Non-collusion

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

**Michael Musa** \_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is **President / CEO**  
(Owner, Partner, Officer, Representative or Agent) of  
**Environmental Protection Industries**,  
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.

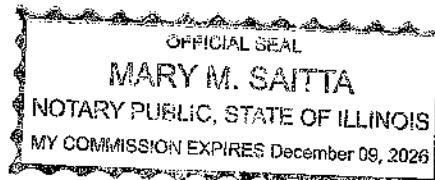
(Signed) 

Bases

President / CEO  
(Title) 12th

(Title)

(Title)  
My Commission expires: 12/09/2012



## FORM L – AFFIDAVIT OF NON-COLLUSION

## Affidavit Of Non-collusion

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

Larry Huggins \_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is President  
(Owner, Partner, Officer, Representative or Agent) of Riteway-Huggins Construction, 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)

President

(Title)

Subscribed and sworn to before me this 17<sup>th</sup> day of December 20 2024

OFFICIAL SEAL

Mary Satter MARY M. SATTER

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES December 09, 2026

(Title)

## My Co

## FORM M – JOINT VENTURE AFFIDAVIT

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### Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture EPI-Riteway-Huggins JV  
B. Address of joint venture 16650 South Canal Street  
South Holland, Illinois 60473  
C. Phone number of joint venture 708-225-1115  
D. Identify the firms that comprise the joint venture

Environmental Protection Industries

Riteway-Huggins Construction, Inc.

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

Riteway-Huggins Construction, Inc. will perform concrete, labor, excavation, and demolition services and assist as a general contractor and construction managers.

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

Environmental Protection Industries has over 20 years in the construction and environmental industry. Including demolition experience and construction management and general contractor for numerous residential and commercial development projects

E. Nature of joint venture's business

EPI-Riteway-Huggins JV

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 40 %

H. Specify as to:

1. Profit and loss sharing EPI - 60% / Riteway 40 %
2. Capital contributions, including equipment EPI - 60% / Riteway 40 %
3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

None

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## FORM M – SCHEDULE B – JOINT VENTURE AFFIDAVIT

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

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

None

---

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

1. Financial decisions  
Environmental Protection Industries
2. Management decisions such as:
  - a. Estimating  
Environmental Protection Industries and Riteway-Huggins
  - b. Marketing and Sales  
Environmental Protection Industries and Riteway-Huggins
  - c. Hiring and firing of management personnel  
Environmental Protection Industries and Riteway-Huggins
  - d. Other
3. Purchasing of major items or supplies  
Environmental Protection Industries and Riteway-Huggins
4. Supervision of field operations  
Environmental Protection Industries and Riteway-Huggins
5. Supervision of office personnel  
Environmental Protection Industries and Riteway-Huggins
6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

Environmental Protection Industries will be in charge of managing and keeping the accounting books and paying of the expenses.

---

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

All employee of Environmental Protection Industries and Riteway-Huggins will be part of the Joint Venture

---

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

None

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## FORM M – SCHEDULE B – JOINT VENTURE AFFIDAVIT

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

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

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

#### Environmental Protection Industries

Name of Joint Venturer

Signature

Michael Musa

Name  
President/CEO

Title

Date

State of Cook County of Illinois

On this 17th day of December, 2024

before me appeared (Name)

Michael Musa

to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)  
EPI-Riteway-Huggins JV

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

Mary M. Saitta

Notary Public  
(SEAL)

OFFICIAL SEAL

MARY M. SAITTA

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES December 09, 2026

#### Riteway-Huggins Construction, Inc.

Name of Joint Venturer

Signature

Larry Huggins

Name  
President

Title

Date

State of Cook County of Illinois

On this 17th day of December, 2024

before me appeared (Name)

Larry Huggins

to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)  
EPI-Riteway-Huggins JV

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

Mary M. Saitta

Notary Public

OFFICIAL SEAL

MARY M. SAITTA

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES December 09, 2026

## Joint Venture Agreement

This Joint Venture Agreement ("Agreement") is entered into on this 17<sup>th</sup> day of December 2024, by and between:

1. **[Environmental Protection Industries]**, a company incorporated under the laws of [Jurisdiction], having its principal office at 16650 South Canal Street, South Holland, Illinois 60473, hereinafter referred to as "Party A"; and
2. **[Riteway-Huggins Construction, Inc.]**, a company incorporated under the laws of [Jurisdiction], having its principal office at 1030 East 87<sup>th</sup> Street, Chicago, Illinois 60619, hereinafter referred to as "Party B".

Party A and Party B are collectively referred to as "the Parties" and individually as "a Party."

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### 1. Purpose of the Joint Venture

The purpose of this Joint Venture ("JV") is to collaborate on construction projects, including but not limited to [specific types of projects such as residential buildings, commercial complexes, infrastructure development], leveraging the strengths and resources of both Parties to achieve mutual economic benefit.

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### 2. Formation of the Joint Venture

The Parties agree to establish a Joint Venture under the name "EPI-Riteway-Huggins JV" ("the Venture"). The Venture will operate as a [type of entity, e.g., partnership, limited liability company], in accordance with the laws of [Jurisdiction].

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### 3. Contributions of the Parties

#### 3.1 Party A Contributions:

- Capital: TBD
- Equipment: Drill Rigs and office supplies
- Workforce: Project Managers and Accountants/Bookkeeping
- Technical expertise in General Contractor.

#### 3.2 Party B Contributions:

- Capital: TBD

- Market knowledge and client network
- Permits and regulatory compliance expertise
- Equipment: Excavator and laborers

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## **4. Management Structure**

### **4.1 Management Committee:**

- The JV will be managed by a Management Committee composed of one representative from each Party.
- Decisions will be made by majority vote, except for critical matters, which require unanimous approval (e.g., major financial decisions, dissolution of the JV).

### **4.2 Roles and Responsibilities:**

- Party A: Project management/coordination, permitting project monitoring, managing construction schedule, project tracking, accounting, engineering design, construction management.
- Party B: Equipment, laborers, field oversight, construction management, project management, construction management, project tracking.

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## **5. Profit Sharing and Losses**

- Profits and losses of the JV will be shared as follows:
  - Party A: 60%
  - Party B: 40%
- Profit distributions will occur on a quarterly basis after deducting all operational expenses.

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## **6. Operational Guidelines**

### **6.1 Accounting:**

- The JV will maintain separate financial records audited annually by an independent auditor.

## **6.2 Reporting:**

- Regular progress reports will be submitted to the Management Committee, detailing financial status, project milestones, and challenges.

## **6.3 Quality and Safety Standards:**

- All construction projects will adhere to [specific quality and safety standards, e.g., ISO certifications, OSHA requirements].

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## **7. Confidentiality**

- The Parties agree to keep all proprietary information related to the JV confidential and not disclose it to third parties without prior written consent.

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## **8. Term and Termination**

### **8.1 Term:**

- This Agreement will commence on the date first written above and continue for duration of the PBC JOC contract or "until project completion"].

### **8.2 Termination:**

- The JV may be terminated by:
  - Mutual written agreement of the Parties
  - Completion of all agreed-upon projects
  - Breach of Agreement by either Party

### **8.3 Consequences of Termination:**

- Upon termination, the assets of the JV will be liquidated, and proceeds distributed as follows:
  - Settlement of liabilities
  - Return of capital contributions
  - Distribution of remaining assets in proportion to profit-sharing percentages.

## **9. Dispute Resolution**

- Any disputes arising from this Agreement will be resolved through:
  - Negotiation between the Parties
  - Mediation by a mutually agreed third party
  - Arbitration in accordance with the rules of Illinois Code of Civil (ICC) Procedure / The Circuit Court of Cook County Mandatory Arbitration Center located in Chicago, Illinois.

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## **10. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of Illinois.

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## **11. Miscellaneous**

### **11.1 Amendments:**

- This Agreement may be amended only by a written document signed by both Parties.

### **11.2 Entire Agreement:**

- This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

#### **Signatures:**

##### **For Party A:**

Name: Michael Musa

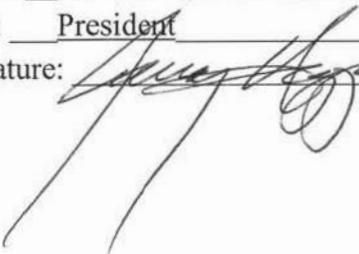
Title: President/CEO

Signature: 

##### **For Party B:**

Name: Larry Huggins

Title: President

Signature: 

## EXHIBIT A – INSURANCE

The insurance requirements listed below are the minimum requirements that will be required for work issued on contracts resulting from this RFP. The actual requirements for each project will likely be higher and will be determined based on the scope and the requirements of the User Agency. Per Section II. VI. G. of this RFP, Respondent is to submit a certificate of insurance evidencing their current insurance program.

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

### INSURANCE TO BE PROVIDED

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

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

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

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

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

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

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

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

4) **Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$1,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which

## EXHIBIT A – INSURANCE

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

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

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

**5) Professional Liability**

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

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

**6) Builders Risk**

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

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

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

**7) Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that the General Contractor or subcontractors perform, Railroad Protective Liability insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity, and in no event less than \$2,000,000 per occurrence and \$6,000,000 aggregate, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad

## EXHIBIT A – INSURANCE

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Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

Contractors and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors and subcontractors must provide copies of this endorsement with the certificate of insurance required below.

### B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT A – INSURANCE

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Contractor must submit the following at the time of award:

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

**The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.**



## CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER		CONTACT Georgie Chico NAME: PHONE (A/C, No, Ext): (630) 908-4292 FAX (A/C, No): E-MAIL ADDRESS: georgie.chico@hubinternational.com
Downers Grove, IL-Cooper & Allison-Hub International Midwest West 1411 Opus PI Suite #450 Downers Grove, IL 60515		INSURER(S) AFFORDING COVERAGE INSURER A: Homeland Insurance Company of New York 34452
INSURED		INSURER B: Pekin Insurance Company 24228
Environmental Protection Industries Inc. 16650 South Canal Street South Holland, IL 60473		INSURER C: Ironshore Specialty Company 25445
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS				
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	793-01-24-92-0002	3/30/2025 3/30/2026	EACH OCCURRENCE \$ 5,000,000				
	SEE Description of					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	Operations for					MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 5,000,000				
	<input checked="" type="checkbox"/> OTHER: additional coverages					GENERAL AGGREGATE \$ 5,000,000				
						PRODUCTS - COMP/OP AGG \$ 5,000,000				
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	006489207	3/30/2025 3/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	BODILY INJURY (Per person) \$									
	BODILY INJURY (Per accident) \$									
	PROPERTY DAMAGE (Per accident) \$									
						\$				
						\$				
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	X	X	XSCUW0030368401	3/30/2025 3/30/2026	EACH OCCURRENCE \$ 5,000,000				
	EXCESS LIAB <input type="checkbox"/>					AGGREGATE \$ 5,000,000				
	DED RETENTION \$					\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A)					Y/N N/A			PER STATUTE	OTHE- R
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. EACH ACCIDENT	\$
									E.L. DISEASE - EA EMPLOYEE	\$
	E.L. DISEASE - POLICY LIMIT	\$								
B Sched Contract Equip	006489205	3/30/2025	3/30/2026	ACV \$500 Ded	71,218					
B BPP-Blanket Total	006489205	3/30/2025	3/30/2026	RC \$2,500 Ded	350,000					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
Contractors Environmental Liability Coverage: Contractors Pollution Liability \$5,000,000, Each Pollution Condition, \$5,000 Deductible Transportation Pollution Liability \$5,000,000, Each Pollution Condition, \$10,000 Deductible Non-Owned Disposal Site Liability \$1,000,000, Each Pollution Condition, \$10,000 Deductible										
Environmental Premises Liability Coverage Part: Offsite Cleanup Costs \$5,000,000, Each Pollution Condition, \$25,000 Deductible SEE ATTACHED ACORD 101										

CERTIFICATE HOLDER	CANCELLATION
Public Building Commission of Chicago Richard J. Daley Center, Room 200 APPROVED Chicago, IL 60602 JLB 7/9/2025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Downers Grove, IL-Cooper & Allison-Hub International Midwest West		NAMED INSURED Environmental Protection Industries Inc. 16650 South Canal Street South Holland, IL 60473	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE:	<b>SEE PAGE 1</b>

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Third Party Bodily Injury and Property Damage \$5,000,000, Each Pollution Condition, \$25,000 Deductible

## Professional Services Liability:

\$5,000,000, Each Professional Services Wrongful Act, \$5,000 Each Claim Deductible

The following are included as Additional Insured under the General Liability & Auto Liability on Primary & Non-Contributory basis, including a Waiver of Subrogation as required by written contract with a named insured as their interests may appear per the attached endorsements OBENVGE346 (0119), OBENVGE351 (0920), OBENVGE319 (1120), OBENVGE320 (1120), CA3134 1018. Excess policy follows form:

Public Building Commission of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

A 30 day notice of cancellation will apply to the General Liability policy.

Policy Number: 793-01-24-92-0002

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.

**Location And Description Of Completed Operations:**

Any location, and completed operations at such location, where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to 1. Limits of Insurance in SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

All other terms and conditions remain the same.

Policy Number: 793-01-24-92-0002

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Person Or Organization:**

Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a fully executed written contract.

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** condition of **SECTION IV – CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your negligence during:

1. Your ongoing operations; or
2. Your work;

performed under a written contract with such person or organization and included in the **products-completed operations hazard**. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) in the written contract prior to loss. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.

Policy Number: 793-01-24-92-0002

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

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

### **Primary And Noncontributory Insurance**

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

- a. The additional insured is a named insured under such other insurance; and
- b. The **Named Insured** has agreed in writing in a contract or agreement that this insurance would:
  - (1) Act primary to any other insurance available to the additional insured; and
  - (2) Would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain the same.

Policy Number: 793-01-24-92-0002

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM III**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.	Any location where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, environmental damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

All other terms and conditions remain the same.

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

### COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

Coverages provided by this endorsement are subject to the provisions applying to the **Business Auto Coverage Form** unless otherwise noted. All policy provisions not in conflict with this endorsement shall apply. This endorsement is a valid part of the policy only when the form number is shown in the Declarations. The policy's deductible provisions will apply unless otherwise noted.

The following changes apply to **SECTION II - LIABILITY:**

##### 1. Broad Form Insureds

###### A. Newly Formed Or Acquired Organizations

The following is added as an "insured" under **A.1. Who Is An Insured:**

- a. Any organization you newly form or acquire, other than:
  - (1) A partnership, joint venture, or limited liability company; or
  - (2) An organization excluded either by the provisions of this **Business Auto Coverage Form**, or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

- b. This insurance does not apply to:
  - (1) Any newly formed or acquired organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for such automobile policy's termination or the exhaustion of such automobile policy's limits of insurance;
  - (2) "Bodily injury", "property damage" or "covered pollution cost or expense" resulting from an "accident" that occurred before you acquired or formed the organization.

- c. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

###### B. Employees As Insureds

The following is added as an "insured" under **A.1. Who Is An Insured:**

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

###### C. Employees As Insureds- Autos Hired In The Employees' Name

The following is added as an "insured" under **A.1. Who Is An Insured:**

- a. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract executed prior to "loss" for which coverage is sought in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. With respect to coverage afforded under this section of the endorsement, paragraph **5.b.** of the **Other Insurance Condition** is removed and replaced by the following:
  - (1) For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (a) Any covered "auto" you lease, hire, rent or borrow; and

- (b) Any covered "auto" hired or rented by your "employee" under a written contract in the "employee's" own name and executed prior to the "loss" for which coverage is sought, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. Additional Insured - When Required By Written Contract - Primary and Noncontributory**

The following is added as an "insured" under **A.1. Who Is An Insured:**

- a. Any person or organization is an "insured" for liability coverage as afforded under **SECTION II - LIABILITY COVERAGE**, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" for which coverage is sought, that you must add that person or organization as an additional "insured" on a policy of automobile liability insurance (hereinafter referred to as the "Additional Insured").

The "Additional Insured" is covered only with respect to vicarious liability for "bodily injury", "property damage" or "covered pollution cost or expense" resulting from your ownership, maintenance, or use of a covered "auto" during the "Policy Period".

- b. It is further understood that the designation of any person or organization as an "Additional Insured" does not increase the scope or limits of coverage afforded by this policy.
- c. **C. Limits of Insurance** is amended to include:
  - (1) The limits of insurance applicable to the "Additional Insured" are:

- (a) those specified in the written contract that requires the person or organization to be added as an "Additional Insured"; or

- (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page.

- d. When required under a written contract with the "Additional Insured" which is executed prior to "bodily injury", "property damage" or "covered pollution cost or expense" for which coverage is sought by the "Additional Insured" hereunder, the coverage provided to the "Additional Insured" under this endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the "Additional Insured" is listed as a Named Insured.
- e. If an endorsement is attached to this coverage form or policy that specifically names a person or organization as an "insured" or additional "insured", then coverage under this endorsement does not apply to that entity.

**2. Broadened Supplementary Payments**

- a. Under **2. Coverage Extensions**, Paragraph **2.a.(2)** of **Supplementary Payments** is removed and replaced by:
  - (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- b. Under **2. Coverage Extensions**, Paragraph **2.a. (4)** of **Supplementary Payments** is removed and replaced by:
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### 3. Amended Fellow Employee Exclusion

a. Under **B., Exclusions, 5. Fellow Employee** exclusion is removed and replaced by:

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph a. above.

But this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The coverage provided under this section of the endorsement shall be excess over any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this endorsement.

The following changes apply to **SECTION III - PHYSICAL DAMAGE COVERAGE**:

#### 1. Towing and Labor

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, 2. Towing** is replaced by the following:

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

- a. \$100 for a covered "auto" rated and classified as a private passenger vehicle or "light truck".
- b. \$150 for a covered "auto" rated and classified as a "medium truck".

However, labor must be performed at the place of disablement.

c. With respect to this section of this endorsement, the following definitions are added under **SECTION V - DEFINITIONS**:

- (1) "Light truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,000 pounds or less.
- (2) "Medium truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,001-20,000 pounds.

(3) "Gross Vehicle Weight" (GVW) means the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

#### 2. Broadened Transportation Expenses Including Limited Rental Reimbursement Coverage

Under **4. Coverage Extensions, a., Transportation Expenses** is removed and replaced by:

##### a. Transportation Expenses

We will pay up to \$75 per day to a maximum of \$2,250 for necessary and actual temporary transportation expense incurred by you because of a "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in (1) or (2) below:

- (1) We will pay the above temporary transportation expense because of the total theft of a covered "auto" if you carry Comprehensive Coverage on that covered "auto". We will only pay for such expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- (2) For "loss" other than the total theft of a covered "auto" if you carry Comprehensive Coverage on that covered "auto" or for a "loss" under Collision Coverage to that covered "auto", we will pay the above temporary transportation expense because of "loss" to that covered "auto" rendering the covered "auto" inoperable. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of:
  - (a) the number of days reasonably required to repair or replace the covered "auto"; or
  - (b) 30 days.
- (3) This coverage extension does not apply while there are spare or reserve "autos" available to you for your operations.

(4) The Broadened Transportation Expenses Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on **Rental Reimbursement Coverage Endorsement CA9923** attached to this coverage form.

**3. Accidental Discharge Of An Airbag**

- Under **B., Exclusions**, 3. is removed and replaced by:
- We will not pay for "loss" due and confined to:
  - Wear and tear, freezing, mechanical or electrical breakdown. However, "loss" due to mechanical and electrical breakdown does not apply to the accidental discharge of an airbag. Coverage for accidental discharge of an airbag is excess over any other collectable insurance or warranty.
  - Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

**4. Audio, Visual And Data Electronic Equipment Increased Limit**

- Under **C. Limit Of Insurance**, 2. is removed and replaced by:
- \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- An integral part of such equipment as described in Paragraphs 2.a. and 2.b. above.
- The Audio, Visual And Data Electronic Equipment Increased Limit Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on **Audio, Visual And Data Electronic Equipment Coverage Added Limits Endorsement CA9960** or **Loss Payable Clause - Audio, Visual And Data Electronic Equipment Coverage Added Limits Endorsement CA9961** attached to this policy or coverage form.

**5. Glass Repair - Waiver Of Deductible**

- Under Paragraph **D. Deductible**, for "loss" covered under **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:  
No deductible applies to glass damage otherwise covered under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if the glass is repaired rather than replaced.

**6. Collision Deductible Amendment For Loss To Two (or More) Covered Autos In One Accident**

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

**7. Hired Auto Physical Damage Coverage (Limited)**

Under Paragraph **A. Coverage of SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

- a. If hired "autos" are covered "autos" for Liability Coverage in this policy or coverage form and if Comprehensive or Collision coverages are provided under this policy or coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire subject to the following additional provisions:
  - (1) The most we will pay for "loss" to any hired "auto" is:
    - (a) The actual cash value of the damaged or stolen property at the time of the "loss" ;
    - (b) The cost of repairing or replacing the damaged or stolen property, with other property of like kind or quality; or
    - (c) \$75,000 whichever is smallest, minus a deductible.
  - (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
  - (3) Hired Auto Physical Damage Coverage is excess over any other collectible insurance.
  - (4) Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own scheduled in the Declarations under this policy or coverage part.
  - (5) This extension of coverage does not apply to:
    - (a) Any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households; or
    - (b) Any "auto" you hire or borrow:
      - (i) For a period of more than 30 days; or
      - (ii) With a driver.
- b. For any "auto" which is a covered "auto" under this extension, **7. Hired Auto Physical Damage Coverage (Limited)**, and subject to the coverages provided to 7.a. above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
  - (1) Such "auto" is rented or hired under a written rental contract or agreement executed prior to "loss" of such "auto" for which coverage is sought;
  - (2) Such loss of use is a direct consequence of a "loss" covered under this extension, **7. Hired Auto Physical Damage Coverage (Limited)**:
    - (a) For which an "insured" is legally responsible; and
    - (b) As a result of which the rental agency sustains a monetary "loss";
  - (3) The most we will pay for any expenses for loss of use is \$50 per day, subject to a maximum of \$1,500; and
  - (4) With respect to coverage afforded by this section of the endorsement, **Paragraph b. Loss Of Use Expenses** of Paragraph 4. **Coverage Extensions** in **SECTION III - PHYSICAL DAMAGE COVERAGE** does not apply.

Coverage under this extension, **7. Hired Auto Physical Damage Coverage (Limited)** will be excess over any other valid and collectible insurance available to the "insured", except that no coverage will be afforded if any physical damage coverage is provided for hired or borrowed "autos" under **ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS** in the **BUSINESS AUTO DECLARATIONS** in this policy or coverage form (or which would have been provided except for the application of an exclusion).

#### 8. Loan Or Lease GAP Coverage

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added under 4. **Coverage Extensions**:

- a. In the event of a "total loss" to a covered "auto" which is either owned by you or is leased by you for a period of 6 consecutive months or longer, we will pay any unpaid amount due on the original lease or loan for a covered "auto" which carries Comprehensive and Collision Coverage on the Business Auto Coverage form to which this endorsement attaches. The amount payable will be reduced by:
  - (1) The amount paid under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the policy; and
  - (2) Any:
    - (a) Overdue lease/loan payments at the time of the "loss";
    - (b) Deductibles applicable under **SECTION III - PHYSICAL DAMAGE COVERAGE**;
    - (c) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - (d) Security deposits not refunded by the lessor;
    - (e) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (f) Carry-over balances from previous loans or leases.
- b. With respect to this section of the endorsement, the following definition is added under **SECTION V - DEFINITIONS**:
 

"Total loss" means a "loss" in which the cost of repair plus the salvage value exceeds the actual cash value.
- c. This Loan/Lease Gap Coverage extension shall only apply when the **Auto Loan/Lease GAP Coverage Endorsement CA2071** is not included in or a part of this policy issued to you by us.

The following changes apply to **SECTION IV - BUSINESS AUTO CONDITIONS**:

**1. Broadened Knowledge Of Accident, Claim, Suit Or Loss**

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph 2.a. of **Duties In The Event Of Accident, Claim, Suit Or Loss** is removed and replaced by:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss".

Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the "employee" designated by you to give such notice, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

**2. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract**

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, the following is added under **A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

However, we waive the right of recovery we may have against any person or organization because of payment we make for "bodily injury", "property damage" or "covered pollution cost or expense" arising out of the ownership, maintenance or use of a covered "auto" when you and such person or organization have agreed in a written contract executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" "loss" to waive your right of recovery against such person or organization.

This waiver applies only to such person or organization designated in such written contract executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" "loss" for which you have agreed to waive your right of recovery.

### 3. Unintentional Failure To Disclose Hazards

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any hazards existing at the inception date of this policy or coverage form, we will not deny coverage under this policy or coverage form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

The following change applies to **SECTION V - DEFINITIONS:**

#### 1. Broadened Bodily Injury Definition

Under **SECTION V - DEFINITIONS**, definition **C.** "Bodily injury", is removed and replaced by:

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from physical bodily injury, physical sickness, or physical disease sustained by that person.



# CERTIFICATE OF LIABILITY INSURANCE

Page 15 of 26

DATE (MM/DD/YYYY)  
7/3/2025

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Agnes Roberts	
	PHONE (A/C, No, Ext): 708-845-3690	FAX (A/C, No):
INSURED Environmental Protection Industries Inc 16650 S Canal Street South Holland IL 60473	E-MAIL ADDRESS: Agnes.roberts@bpo.thehortongroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Massachusetts Bay Insurance Co	22306
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 1793071328

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$		
	CLAIMS-MADE	<input type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
							MED EXP (Any one person)	\$		
							PERSONAL & ADV INJURY	\$		
							GENERAL AGGREGATE	\$		
							PRODUCTS - COMP/OP AGG	\$		
								\$		
		GEN'L AGGREGATE LIMIT APPLIES PER:								
	POLICY	<input type="checkbox"/>	PRO- JECT	<input type="checkbox"/>	LOC					
	OTHER:									
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO						BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
		Hired AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
									\$	
			UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$
		EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$	
		DED	<input type="checkbox"/>	RETENTION \$					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Y	WDCJ03304004	6/29/2025	6/29/2026	X	PER STATUTE	OTHE- R
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Waiver of Subrogation applies to Workers's compensation policy per form WC 00 03 13 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT, subjects to policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

Public Building Commission of Chicago Richard J. Daley Center Room 200 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## 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

AZ, IL

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER  
 OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN  
 CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER  
 OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE  
 POLICYHOLDERS EMPLOYEES.

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

Page 17 of 26

DATE (MM/DD/YYYY)  
7/7/2025

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

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PRODUCER Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Mike DeChene	
	PHONE (A/C, No, Ext): 312.625.5624	FAX (A/C, No):
INSURED Riteway-Huggins Construction, Inc. 1030 E. 87th St Chicago IL 60619	E-MAIL ADDRESS: Mike.DeChene@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: HISCOX INSURANCE COMPANY, INC.	10200
	INSURER B: AUTO-OWNERS INSURANCE COMPANY	18988
	INSURER C: Navigators Specialty Insurance	36056
	INSURER D: United Wisconsin Insurance Com	29157
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 393608869

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C	X COMMERCIAL GENERAL LIABILITY			CE25CGLZ0KZNQIC	5/21/2025	5/21/2026	EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	POLICY	<input checked="" type="checkbox"/>	PRO- JECT				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
B	AUTOMOBILE LIABILITY			552981700	5/21/2025	5/21/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
								\$	
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	CH25EXCZ0KZSJIC	5/21/2025	5/21/2026	EACH OCCURRENCE	\$ 5,000,000	
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 5,000,000	
	DED <input checked="" type="checkbox"/>	X	RETENTION \$ 0					\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/>	Y / N	WCP100116363	7/1/2025	7/1/2026	X PER STATUTE	OTHE-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/>	N / A				E.L. EACH ACCIDENT		\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
A	Professional/Pollution			ANE511924525	5/21/2025	5/21/2026	Per Occur/Aggregate		2,000,000

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

RE: Public Building Commission Procurement Department, Richard J. Daley Center, 50 West Washington Street, Room 200, Chicago, IL 60602.

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General 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:

1. The Public Building Commission of Chicago, the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

The Public Building Commission of Chicago  
50 W. Washington Street #200  
Chicago IL 60602

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

AUTHORIZED REPRESENTATIVE



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC	NAMED INSURED Riteway-Huggins Construction, Inc. 1030 E. 87th St Chicago IL 60619	
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**

2. And their respective Board members, employees, elected officials, officers, or representatives

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile Liability policies, when required by written contract and where allowed by law.

Umbrella Following Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LESSOR - ADDITIONAL INSURED AND LOSS PAYEE PROVISION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

### SCHEDULE

Effective date:

Expiration date:

Additional Insured (Lessor):

Address of Additional Insured (Lessor):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

**A. Additional Insured Provision**

1. For a covered **auto** that is a **leased auto**, the **Who Is An Insured** provision under SECTION II - COVERED AUTOS LIABILITY COVERAGE is changed to include as an **insured** the lessor named in the Schedule. However, the lessor is an **insured** only for **bodily injury or property damage** resulting from the acts or omissions by:
  - a. **You**;
  - b. Any of **your employees** or agents; or
  - c. Any person, except the lessor or any **employee** or agent of the lessor, operating a **leased auto** with the permission of any of the above.
2. Coverage applies until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the **leased auto**, whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, **you** and the lessor named in this endorsement for **loss** to a covered **auto** that is a **leased auto**.
2. The insurance covers the interest of the lessor unless the **loss** results from fraudulent acts or omissions on **your** part.

3. If **we** make any payment to the lessor, **we** will obtain his or her rights against any other party.

**C. Cancellation**

**We** shall notify the lessor no less than ten (10) days prior to the effective date of cancellation of this policy.

**D. The lessor is not liable for payment of **your** premiums.**

**E. Additional Definition**

As used in this endorsement:

**Leased auto** means an **auto** leased or rented to **you**, including any substitute, replacement or extra **auto** needed to meet seasonal or other needs, under a leasing or rental agreement that requires **you** to provide direct primary insurance for the lessor.

All other policy terms and conditions apply.

**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 for whom the Named Insured has agreed by written contract to furnish this waiver.

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

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

Endorsement Effective **07/01/2024** Policy No. **AF WCP 100116363 01**  
Insured **RITEWAY-HUGGINS CONSTRUCTION INC.**

Endorsement No.  
Premium: **\$0**

Insurance Company **UNITED WISCONSIN  
INSURANCE COMPANY**

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

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

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

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

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

POLICY NUMBER: MKLV3PBC002770

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract signed by both parties and executed prior to commencement of operations.	All locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

POLICY NUMBER: MKLV3PBC002770

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed by both parties and executed prior to commencement of operations.	All locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

**18. Replacement Cost on New Vehicles**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE** is amended. Paragraph 2. is deleted and replaced by the following.

2. **We will, at our option, replace an auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:

- Such **auto** is not a motorcycle;
- You** purchased it new;
- We** determine the **loss** cannot be repaired; and
- The **loss** occurs within the number of days of purchase shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Replacement Cost on New Vehicles.

As it applies to this coverage only, a motorcycle means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than three wheels in contact with the ground, which is equipped with a motor that exceeds fifty cubic centimeters piston displacement. The wheels on any attachment to the vehicle shall not be considered as wheels in contact with the ground.

**19. Rental Auto Gap**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE** is amended.

The following provision is added.

- If the first Named **Insured** is:
  - An individual; or
  - Other than an individual with the Drive Other Car Coverage - Broadened Coverage for Named Individuals endorsement with Comprehensive and Collision Coverages; and
- If the **auto** is:
  - A rented **private passenger auto**;
  - Not a **total loss**; and
  - Sold in its damaged condition rather than repaired, as decided by the rental company from which **you** rented the **auto**, **we** will pay the amount for which:
    - You**, if an individual; or
    - The individual listed on the Drive Other Car Coverage - Broadened Coverage for Named Individuals endorsement, if **you** is other than an individual are liable under the terms of the rental agreement; or
- If the **auto** is:
  - A rented **private passenger auto**;
  - Not a **total loss**; and
  - Repaired

**we** will pay for damages to the rented **private passenger auto** because of or resulting from the **diminished value**.

**20. Auto Loan/Lease Gap Coverage**

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended, with respect to only a covered **auto** that is a **private passenger auto** and is scheduled in the Declarations.

- A. COVERAGE** is amended. The following coverage is added. **We** will cover the outstanding loan or lease amount in the event of the theft or constructive **total loss** of a covered **auto**.
- C. LIMIT OF INSURANCE** is amended. The following paragraph is added. With respect to the original loan or original lease on the covered **auto** for which this endorsement applies and which has not been previously titled, if **we** determine that the covered **auto** is stolen or a constructive **total loss**, **we** shall pay the greater of:
  - The actual cash value of the covered **auto**; or
  - The amount for which **you** are liable under the terms of the loan or lease to which the covered **auto** is subject, less:
    - All loan or lease payments which are overdue as of the date of the **loss**;
    - The amount of the loan or lease agreement cost associated with an electric vehicle charging station or dock;
    - The amount of the loan secured by other property;
    - Amounts included in the loan which were unsecured by the **auto** at the time of the loan;
    - The amount of a loan balance transferred from another **auto** loan;
    - Financial penalties imposed or which would have been imposed under the lease as a result of high mileage, excessive use or abnormal wear and tear;
    - Security deposits not refunded by the lessor; and
    - Costs of any warranty, extended service agreement or insurance.

**21. Primary and Noncontributory - Blanket Coverage**

**SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance** is amended.

The following provision is added.

When this insurance is primary and there is other insurance for any person or organization, other than

a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- a. There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- b. Such written agreement was in force prior to any **bodily injury or property damage**.

22. **Waiver of Our Right to Recover Payments  
(Waiver of Subrogation) - Blanket**

**SECTION V - CONDITIONS, A. LOSS**

**CONDITIONS** is amended. The following provisions are added to **5. Our Right to Recover Payments**.

If the claim paid is less than the agreed **loss** because of any deductible or other limiting terms,

the recovery is prorated between **you** and **us** based on the interest of each in the **loss**. This condition only applies if **we** pay for a **loss** and then payment is made by those responsible for the **loss**.

However, **we** waive **our** right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or organization only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

## EXHIBIT B – SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

---

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

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

\_\_\_\_\_ 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 Partnership

a Corporation  
 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.**

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

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

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

## EXHIBIT B – SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

---

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

#### PARTIAL PAY ITEMS

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

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

#### SUB-SUBCONTRACTING LEVELS

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

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

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

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

BY:

---

Name of MBE/WBE Firm (Print)

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Signature

---

Date

---

Name (Print)

---

Phone

IF APPLICABLE:

BY:

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Joint Venture Partner (Print)

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Signature

---

Date

---

Name (Print)

---

Phone

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

## EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

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

Name of Project: \_\_\_\_\_

STATE OF ILLINOIS      }  
                            } SS  
COUNTY OF COOK      }

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

\_\_\_\_\_  
Title and duly authorized representative of

\_\_\_\_\_  
Name of General Contractor whose address is

\_\_\_\_\_  
in the City of \_\_\_\_\_, State of \_\_\_\_\_  
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
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Proposal		%	%

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.

## EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

### 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:

---

Name of Contractor (Print)

---

Signature

---

Date

---

Name (Print)

---

Phone

IF APPLICABLE:

BY:

---

Joint Venture Partner (Print)

---

Signature

---

Date

---

Name (Print)

---

Phone/FAX

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

## EXHIBIT D – REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION

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

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

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

Dear {Insert Executive Director Name}:  
\_\_\_\_\_

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

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

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

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

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

Sincerely,

---

Signature

---

Print Name

---

Title

---

Name of Firm

## EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

### Disclosure of Retained Parties

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

#### A. Definitions and Disclosure Requirements

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

#### B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Contract # PS3093D  
a. Description of goods or services to be provided under Contract  
General Contractor
2. Name of Contractor: EPI-Riteway-Huggins JV Team
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

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

Retained Parties:

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

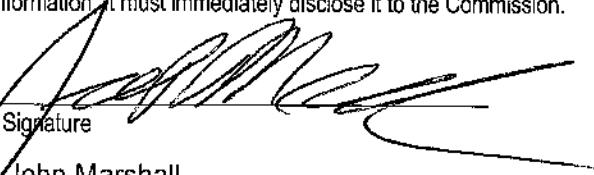
## EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:

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

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

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

  
Signature  
John Marshall  
Name (Type or Print)

7/9/25  
Date  
Controller  
Title

Subscribed and sworn to before me  
this 9th day of July, 2025 (SEAL)

Mary M. Saitta  
Notary Public

Commission expires:



## EXHIBITF – PERFORMANCE AND PAYMENT BOND

### Performance and Payment Bond

**BOND NO. SPECIMEN**

**Contract No. SPECIMEN**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ \*

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

with offices in the \_\_\_\_\_ State of \_\_\_\_\_  
as \_\_\_\_\_ Corporate \_\_\_\_\_ Principal, and \_\_\_\_\_

\_\_\_\_\_

a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called

"Commission", in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) 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 \_\_\_\_\_, 20\_\_\_\_, for the furnishing, fabrication, delivery and installation of the

**SPECIMEN**

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

## EXHIBIT F – PERFORMANCE AND PAYMENT BOND

Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), 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.

## EXHIBITF – PERFORMANCE AND PAYMENT BOND

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ 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 (Seal)

City \_\_\_\_\_ State \_\_\_\_\_

\_\_\_\_\_  
Partner

CORPORATE SEAL

ATTEST:

BY \_\_\_\_\_

Secretary  
Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Principal

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

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

\_\_\_\_\_  
Corporate Surety

BY \_\_\_\_\_

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
CORPORATE SEAL

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

\* 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. A facsimile signature will not be accepted by the Commission.

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

## EXHIBIT G – BOND APPROVAL

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### **Bond Approval**

BY

Mary Pat Witry, Secretary  
Public Building Commission of Chicago

#### CERTIFICATE AS TO CORPORATE SEAL

I, \_\_\_\_\_, certify that I am the  
Secretary of the \_\_\_\_\_ corporation named as Principal in the within bond, that \_\_\_\_\_ who signed on behalf of  
the Principal was then \_\_\_\_\_ of said corporation; that I know this person's signature, and the signature  
hereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by  
authority of its governing body.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CORPORATE SEAL

## EXHIBIT H – COOK COUNTY PREVAILING WAGE

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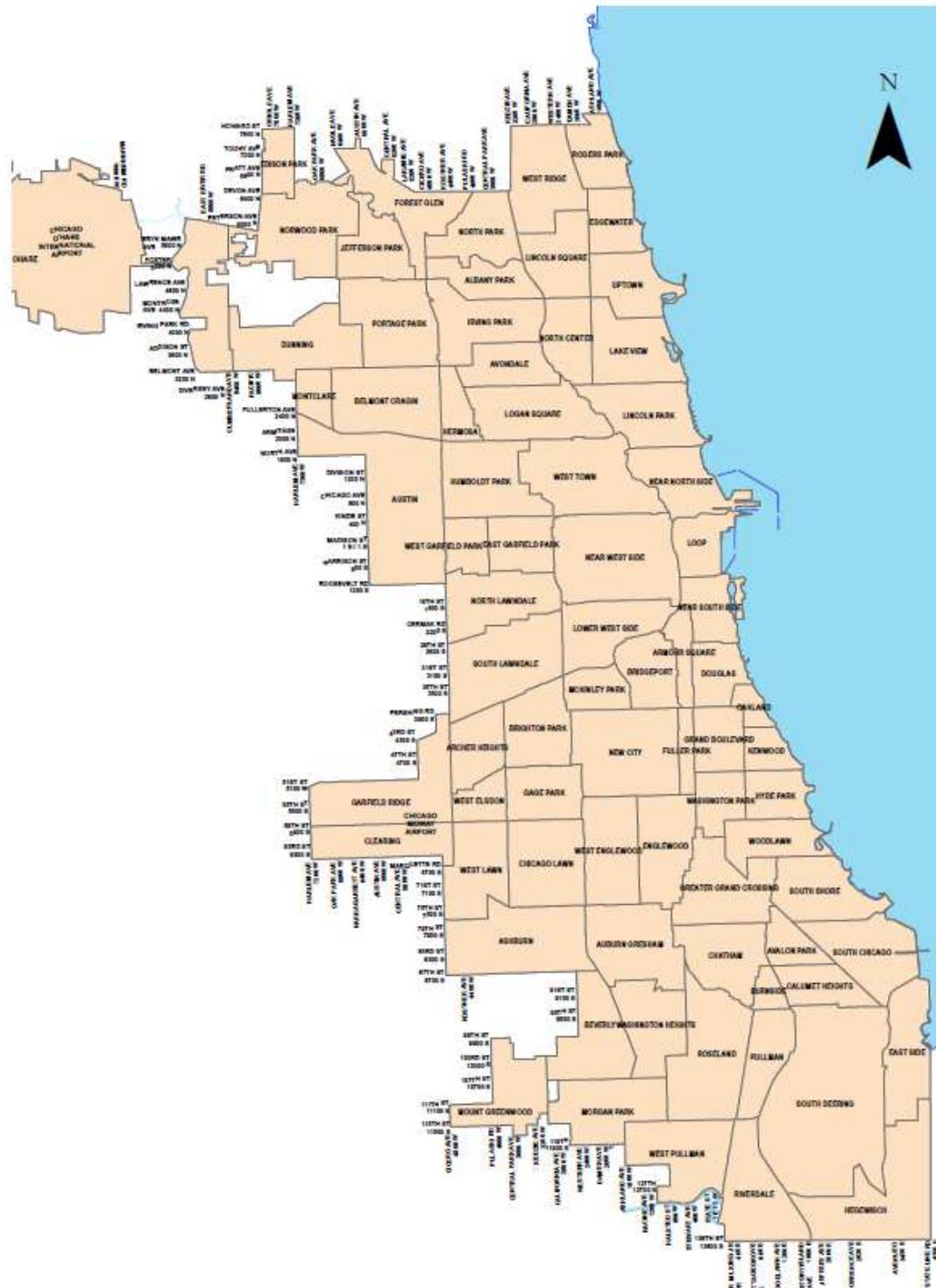
### COOK COUNTY PREVAILING WAGE

CURRENT PREVAILING WAGE RATES CAN BE FOUND AT THE LINK BELOW

<https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>

## EXHIBIT I – SAMPLE PROJECT COMMUNITY AREA MAP

## COMMUNITY AREAS



## EXHIBIT J – ASSIST AGENCIES

### PUBLIC BUILDING COMMISSION OF CHICAGO'S ASSIST AGENCIES

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

**African American Contractors Association**  
PO Box #19670  
Chicago, IL 60619  
Omar Shareef  
312-915-5960  
aacanatlassoc@gmail.com  
www.aacanatl.org

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

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

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

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

**South Shore Chamber, Inc.**  
1750 E 71st St  
Chicago, IL 60649  
Tonya Trice  
(773) 953-9508  
ttrice@southshorechamberinc.org  
southshorechamberinc.org

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

**Black Contractors United**  
155 North Michigan Avenue  
Suite 300  
Chicago, IL 60601  
Shynetta Dockery  
773-617-5672  
bcu@blackcontractorsunited.com  
blackcontractorsunited.com

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

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

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

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



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

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

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

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

**Rainbow/PUSH Coalition**  
930 E 50th St  
Chicago, IL 60615  
John Mitchell  
(773) 256-2766  
jmitchell@rainbowpush.org  
rainbowpush.org

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

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

## EXHIBIT K – SAMPLE PROJECT LABOR AGREEMENT

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PROJECT LABOR AGREEMENT INSERTED HERE

([If Applicable](#))