CONTRACTOR: MYS Incorporated

CONTACT NAME: Taylor Yelnick

ADDRESS: 12416 S Harlem Ave Suite 101

CITY/STATE/ZIP: Palos Heights IL 60463

PHONE NUMBER: 708 448 0983

**FAX NUMBER:** 

**EMAIL**: tyelnick@mysincorporated.com

## TO BE EXECUTED IN DUPLICATE WHEN SUBMITTED VIA HARD COPY

## **BOOK 1:**

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

**CONTRACT NO. C1628** 

WORKS PROGRESS ADMINISTRATION ("WPA")
STREET RECONSTRUCTION
(W. BRYN MAWR AVE. - N. KNOX AVE./W. BRYN MAWR AVE.- N. LAWLER AVE.)

PBC PROJECT #22813 CDOT PROJECTS #B-5-254 AND B-5-253

## PUBLIC BUILDING COMMISSION OF CHICAGO



## Mayor Brandon Johnson Chairman

Ray Giderof Executive Director

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

www.pbcchicago.com

ISSUED FOR BID ON: 7/8/2025

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

Date of Issue: 7/8/2025

PBC: C1628\_WPA Street Reconstruction - Bryn Mawr-Knox and Bryn Mawr-Lawler\_Book 1 Instructions to Bidders

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## I. INTRODUCTION

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

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

#### II. PROJECT INFORMATION

#### A. General Information

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

#### **CONTRACT NO. C1628**

WORKS PROGRESS ADMINISTRATON ("WPA")
STREET RECONSTRUCTION
(W. BRYN MAWR AVE. – N. KNOX AVE./W. BRYN MAWR AVE.- N. LAWLER AVE.)

## PBC PROJECT #22813 CDOT PROJECTS #B-5-254 AND B-5-253

## 2. General Description of Scope of Work:

The project consists of a Works Progress Administration ("WPA") street reconstruction Project, including: full-depth pavement reconstruction of the two (2) locations indicated above. Work includes but is not limited to excavation, portland cement concrete base course, hot-mix asphalt surface course, sewer main, water main and drainage structures, concrete curb and gutter, concrete sidewalks, brick pavers (N. Knox Ave. only), tactile/detectable warning surface system for curb ramps, concrete driveways and alleys, roadway lighting, thermoplastic pavement marking, signs, topsoil, sodding, tree removal and planting.

Contractor will be required to prepare a Phasing and Logistics Plan within thirty (30) days of issuance of the Notice to Proceed ('NTP') for review and approval by CDOT and PBC, prior to the mobilization and commencement of any Work. The Contractor shall also be responsible for providing critical submittals, including electrical lighting (poles and luminaires), sewer and water main, and concrete mix design, as determined by the PBC, within thirty (30) days of issuance of the NTP. Project includes City of Chicago Department of Water Management ("DWM") Lead Service Line Replacement Work, with two (2) service lines at W. Bryn Mawr Ave./N. Lawler Ave. CDOT B-5-253. DWM requires approximately two (2) days per location to perform the work. DWM's work is anticipated to commence Q3-2025. Upon Contract Award of the new WPA Projects, a meeting will be scheduled to review and confirm any/all coordination items, including DWM's planned work activities. Contractor to commence work on W. Bryn Mawr Ave./N. Knox Ave. first in their sequence of work and coordinate all site logistics with CDOT and the PBC.

- 3. Construction Budget for Base Work Only: \$3.4M \$3.5M (excluding Allowances and Commission's Contract Contingency Funds).
- 4. User Agency: City of Chicago Department of Transportation (CDOT)
- 5. Projects are located in Ward: 39
- For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."

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- 7. Requests for Information: Bidders are to submit requests for information, in writing, via email to the attention of Dee Taylor, PBC Contract Officer at: dee.taylor@cityofchicago.org
- 8. Contract Documents Availability: Documents are available at: Cross Rhodes Reprographics, Inc. dba Cross Rhodes Print & Technologies, 30 Eisenhower Lane North, Lombard, IL 60148. Contact name: Kristy Weber Telephone number: (630) 963-4700 or Email: orders@x-rhodes.com Planroom: https://www.xhodesplanroom.com/
- 9. Pre-Bid Meeting Date, Time, and Location: Wednesday, July 16, 2025, at 11:00a.m. via **ZOOM** virtual meeting platform. For meeting details, refer to Section II.A.20.
- 10. Technical Review Meeting Date, Time, and Location: Wednesday, July 16, 2025, at 11:30a.m. via **ZOOM** virtual meeting platform. For meeting details, refer to Section II.A.20.
- 11. Site Visit Meeting Date, Time, and Location: NONE

Bidders shall be responsible for inspecting the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the site logistics required in the successful performance of this Contract. Failure of the Bidders to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

## \*NOTES REGARDING MEETINGS:

- a. Meetings referenced in Items #9, and 10, above are NOT mandatory.
- b. Subcontractors and Suppliers are encouraged to attend the meetings.
- Proper PPE must be worn at all times on the site.
- d. Bidders shall comply with all COVID-19 protocols in accordance with City of Chicago and CDC guidelines.
- 12. **Bid Due Date and Public Bid Opening Date, Time, and Location**: Bids Due: Bids are due **Tuesday, August 5, 2025 at 11:00a.m.** and a Public Bid Opening will be held immediately following receipt of bids. The Public Bid Opening will be live streamed on the PBC's YouTube channel: <a href="https://www.youtube.com/@publicbuildingcommissionof8045">https://www.youtube.com/@publicbuildingcommissionof8045</a>

13. Amount of Bid Deposit: 5% amount of bid

14. Document Deposit: N/A

15. Cost for Additional Documents (per set): At the Contractor's own expense.

16. MBE/WBE Contract Goals: 26% MBE and 6% WBE

17. Source of Funding: City of Chicago – Department of Transportation (CDOT)

18. Pre-Award Meeting Date, Time, and Location: A Pre-Award is tentatively scheduled for Wednesday, August 6, 2025 at 10:30a.m. via a virtual meeting platform. Meeting details will be issued by the Contract Officer to the Lowest Apparent Responsible Bidder.

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

- Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
- b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D
- c. Provide and be prepared to discuss the Schedule of Values for the project
- d. Provide a list of Pre-Award meeting attendees in advance of the meeting
- 19. **Notice of Award** is anticipated to be issued following August 2025 PBC Board of Commissioners Meeting. The successful General Contractor will be required to return a compliant Certificate of Insurance and Payment and Performance Bond within seven (7) days of the issuance of the Notice of Award.
- 20. Meetings referenced in Items #9 and #10 above will be hosted on ZOOM virtual meeting platform. To join click on the link or call the number below:

Meeting Link: WPA Street Reconstruction (W. Bryn Mawr-N. Knox/W. Bryn Mawr-N. Lawler)

Meeting Phone Number: (312) 626-6799 US (Chicago)

Meeting ID:829 4446 4749Meeting Passcode:None required

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## B. Mandatory Project Specific Contractor Staffing Requirements

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

## C. Scheduling Software Requirements

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

## D. Online Collaboration and Documentation Management System Requirements

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

## E. Time of Completion

Substantial Completion must be achieved no later than November 28, 2025. Schedule Milestones must be completed as follows:

Milestone Descriptions	Milestone Dates
Schedule Milestone #1:	9/1/2025
<ul> <li>Pre-Construction, including Permitting, Construction Submittals, Material and Equipment Procurement, Schedule Preparation, Mobilization, and Utility Coordination.</li> </ul>	
(Work may not commence sooner than August 12, 2025)	
Substantial Completion	11/28/2025
Street Reconstruction and Associated Work	
(Work may not commence sooner than September 1, 2025)	
Schedule Milestone #2: New Landscaping	11/28/2025
(Work may not commence sooner than October 1, 2025)	

## F. Commission's Contract Contingency

- 1. The Commission's Contract Contingency for this Project is: \$530,000.00
- 2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be included as an allowance in the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

## G. Copies of Drawings and Specifications

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

## H. Liquidated Damages

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph E above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of \$1,500.00 per day for failure to achieve Substantial Completion by the specified date, and \$500.00 per day for failure to achieve each of the milestone dates. Failing to complete the work according to the time stipulated above will result in breach of contract and will result in Liquidated Damages being assessed each and every Day after the time stipulated in the Contract for completing the Work.

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- 2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
- 3. Substantial Completion of the Work is defined in Book 2, Section 1.01.37.

## I. Prevailing Wage Rates

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

## III. INSTRUCTIONS FOR BIDDERS

## A. Examination of Documents By Bidder

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

The PBC requests that all questions related to this solicitation be submitted in writing via email to the attention of Dee Taylor at dee.taylor@cityofchicago.org. no later than **July 29, 2025.** 

## B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, ATTN: Dee Taylor, Contract Officer or via email to: <a href="mailto:dee.taylor@cityofchicago.org">dee.taylor@cityofchicago.org</a>.

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

## C. Pre-Qualification of Bidders

{INTENTIONALLY OMMITTED}

## D. Evidence of Continuing Qualifications of Bidder

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

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

## E. Preparation of Bid

1. A fully searchable .pdf of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.

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

## F. Bid Deposit

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

## G. Bidder's Execution of Bid

- 1. The Bidder must execute the Bid as an original.
- 2. Bids must be submitted with original signatures in the space provided on the appropriate Part IV.G. "Acceptance of the Bid." Bids not properly signed shall be rejected.

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- 3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
- 4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
- 5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
- 6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

## H. Affidavit of Non-Collusion

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

## I. MBE and WBE Commitments

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

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

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

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

## J. Local Business Subcontracting Participation and Community Hiring

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

## 2. Local Subcontracting Requirement

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

#### 4. {INTENTIONALLY OMITTED}

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## K. Disclosure of Retained Parties

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

## L. Submission of Bid

- 1. One (1) complete copy of all bid documents, including Bid Deposit in the amount listed in Section II. General Project Information, and with original signatures (signed in blue ink or Digital Signature), shall be submitted electronically, in a single searchable .pdf via email to: pbc-procurement@cityofchicago.org and dee.taylor@cityofchicago.org.
- 2. Bidders who are unable to submit their bids electronically may request instructions for submitting a "hard copy" of their bid in writing to Dee Taylor at <a href="mailto:dee.taylor@cityofchicago.org">dee.taylor@cityofchicago.org</a>.
- Bids received prior to the advertised hour of opening will be securely kept by the Commission.
- 4. Written modifications of bids will be considered only if received prior to the time stated for receipt of Bids. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED BID" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit, and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

## M. Withdrawal of Bids before Bid Opening

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

## N. Opening of Bids

At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons or representatives properly interested may view the bid opening on the PBC's YouTube channel.

## O. Evaluation of Bids

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

## P. Basis of Award

- 1. Award will be made to the Responsible Bidder submitting the Lowest Grand Total Award Criteria Figure (Line 15 of Bid Form) whose corresponding Grand Total Base Bid (Line 10 of Bid Form) is within the Available Funds for each street/avenue and is otherwise responsive to all requirements of the Contract Documents.
- 2. Firms are required to fill out the entire BID FORM to be considered responsive.

## Q. Performance and Payment Bond and Insurance

- Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid.
  With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's
  willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's
  insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
- 2. The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion

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

#### R. Protests

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

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

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

## S. Licensing

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

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

- Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure as noted in Section III.P.
  Basis of Award above and otherwise responsive to all the requirements of the Contract Documents.
- 2. The Bidder agrees its bid shall remain valid for a period of up to 60 days after receipt of bid and the bid cannot be withdrawn until that time.
- 3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.

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- 4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
- 5. Upon award of Contract, the Commission will process the Contract for final execution.
- 6. The Commission reserves the right to reject any and all bids wherever such rejection is in the best interest of the Commission.
- 7. The Commission reserves the right to waive any informality or requirement(s) in bids received whenever it determines such waiver is in the best interest of the Commission.
- 8. The Commission reserves the right to cancel the solicitation whenever it determines such cancellation is in the best interest of the Commission.

## U. Alternates

{INTENTIONALLY OMMITTED}

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#### IV. BID AND EXECUTION DOCUMENTS

## A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1628, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d) Plans and Drawings, and e) Addenda Nos. (None unless indicated here)

Addendum 01, July 23, 2025

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

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

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

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

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

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

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

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## B. BID FORM – WPA STREET RECONSTRUCTION (W. BRYN MAWR AVE. - N. KNOX AVE./W. BRYN MAWR AVE. - N. LAWLER AVE.) – BASE BID

Bidders MUST use the Excel File available to bidders from the Planroom: <a href="https://www.xhodesplanroom.com/">https://www.xhodesplanroom.com/</a>-or the PBC Website (<a href="https://pbcchicago.com/opportunities/cdotwpawbrynmawrnknoxandwbrynmawrnlawler/">https://pbcchicago.com/opportunities/cdotwpawbrynmawrnknoxandwbrynmawrnlawler/</a>) to ensure accurate calculations for the Total Base Bid and Total Award Criteria. Please follow instructions on the Bid Form.

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PROJECT NAME: Chicago Department of Transporation Works Progress Administration ("WPA") Street

Reconstruction

LOCATION: W. Bryn Mawr Ave. - N. Knox Ave./W. Bryn Mawr Ave. - N Lawler Ave.

CONTRACT NO: C1628 PROJECT NO(S): 22813

FIRM NAME: MYS Incorporated

## **BID FORM**

Bidders MUST use the Excel File available to bidders from the Cross Rhodes Planroom (https://www.x-rhodesplanroom.com/) or the PBC Website (https://pbcchicago.com/opportunities/cdotwpawbrynmawrnknoxandwbrynmawrnlawler/) to ensure accurate calculations for the Total Base Bid and Total Award Criteria.

		Criteria.  Please follow instructions on the Bid Form (below) for Electronic Submission.				
	LINE	DESCRIPTION		AMOUNT		
ΰ		W. Bryn Mawr Ave North Knox Ave.				
le A	1	Base Work Only	\$	1,462,655.57		
Bryn Mawr Ave. N. Knox Ave.	2	Commission's Contract Contingency	\$	225,000.00		
M n	3	Sitework Allowance	\$	25,000.00		
Bry N. I	4	Brick Paver Allowance	\$	5,000.00		
Š.	5	TOTAL BASE BID	\$	1,717,655.57		
		Accepted by the Commission	<u>'</u>			
	LINE	DESCRIPTION		AMOUNT		
A√e .e		W. Bryn Mawr Ave North Lawler Ave.				
Wr.	6	Base Work Only	\$	1,912,875.84		
Ma	7	Commission's Contract Contingency	\$	305,000.00		
W. Bryn Mawr Ave. N. Lawler Ave.	8	Sitework Allowance	\$	25,000.00		
>   B Z	9	TOTAL BASE BID	\$	2,242,875.84		
_		Accepted by the Commission				
	LINE	DESCRIPTION  CRAND TOTAL PASE DID. ALL STREETS (Total of Lines F and 0)		TAL AMOUNTS		
	10	GRAND TOTAL BASE BID - ALL STREETS (Total of Lines 5 and 9) GRAND TOTAL AWARD CRITERIA FIGURE - ALL STREETS	\$	3,960,531.41		
	- 11		\$	3,738,741.65		
		SURETY INFORMATION (Provide Legal Name and address of Surety)				
Name:		Western Surety Company				
Address:		801 Warrenville Road Lisle, IL 60532				
		BIDDER'S INFORMATION				
Firm Name: Date:		MYS Incorporated 8/2/2025				
Date.		NOTES/INSTRUCTIONS				
21 1 1 2						
Ensure BOTH     Ensure Award						
6. Include copy of the Bid Form and Schedule of Prices within the scanned copy of the bid. 7. Attach the PDF version AND the Excel file, along with the scanned copy of the bid. 8. Send email to: dee.taylor@cityofchicago.org and pbc-procurement@cityofchicago.org						
Light Gray	Base Work Only	Base Work Only automatically poulates from each Schedule of Prices Worksheet (Line 89)				
Light Blue	Contingency(ies)	Amount is fixed and will automatically calculate to determine Total Base Bid (Total of all Streets)				
Light Yellow Maroon	Allowance(s)  Grand Total Base	Amount is fixed and will automatically calculate to determine Total Base Bid (Total of All Streets)  Equals Total of Lines 5 and 9. Grand Total Base Bid automatically populates.				
	Bid					
Blue	Grand Total Award Criteria Figure	Based on Line 10 (Grand Total Base Bid figure). Grand Total Award Criteria Figure (Line 11) automatically populates from Award Criteria Figure Work	sheet.			

## C. SITE WORK ALLOWANCE SCHEDULE

WPA STREET RECONSTRUCTION (W. BRYN MAWR AVE. - N. KNOX AVE./W. BRYN MAWR AVE.- N. LAWLER AVE.) - \$50,000.00 (\$25,000 per location)

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil, to an approved Subtitle D disposal site	Tons	\$45.00
2	Excavation, loading, transportation and disposal of contaminated soil, to an approved Subtitle D disposal site	Tons	\$55.00
3	Loading, transportation and disposal of stockpiled clean construction or demolition debris and uncontaminated soil	Tons	\$25.00
4	Excavation, loading, transportation and disposal of in-place, clean construction or demolition debris and uncontaminated soil	Tons	\$30.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$8.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$12.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants. Work includes crushing, as required.	Cubic Yards	\$70.00
8	UST Removal (Tank < 2000 gal capacity), including UST Removal Permit.	Each	\$5,000.00
9	UST Removal (Tank 3,000-5,500 gal capacity), including UST Removal Permit.	Each	\$5,500.00
10	UST Removal (Tank 6,000-10,000 gal capacity), including UST Removal Permit.	Each	\$8,500.00
11	UST Removal (Tank > 10,000-15,000 gal capacity), including UST Removal Permit.	Each	\$9,500.00
12	UST Removal (Tank > 15,000 gal capacity), including UST Removal Permit.	Each	\$12,500.00
13	UST tank sludge removal and disposal (55-gallon drum), including UST Removal Permit.	Drums	\$450.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.75
15	Waste characterization sample analysis for disposal authorization of soils removed under Allowance Schedule (Including Waste Profile Application)	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$2,000.00
18	Contaminated water-hauling and disposal of drums	Drums	\$250.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.75
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.15
21	Furnish, place and set base material CA-1 Stone (RECYCLED)	Ton	\$50.00
22	Furnish, place and set base material CA-1 Stone (VIRGIN)	Ton	\$80.00
23	Load on-site base materials, place and set CA-1 Stone	Cubic Yards	\$10.00

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Site Work Allowance Schedule - Continued					
Item No.	Description of Work	Unit(s)	Unit Price		
24	Furnish, place and compact aggregate material CA-6 (RECYCLED)	Ton	\$55.00		
25	Furnish, place and compact aggregate material CA-6 (VIRGIN)	Ton	\$60.00		
26	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$10.00		
27	Furnish, place and set drainage material CA-7 (RECYCLED)	Tons	\$82.00		
28	Furnish, place and set drainage material CA-7 (VIRGIN)	Tons	\$55.00		
29	Excavate, place and set on-site drainage material CA-7	Cubic Yards	\$10.00		
30	Furnish and place geotextile filter fabric	Square Yard	\$8.00		
31	Site Survey - Survey crew for verification of excavation and backfill quantities	Per Day	\$2,000.00		
32	Site Survey - Survey crew for verification of excavation and backfill quantities	Half Day	\$1,000.00		
33	Concrete bollard (steel pipe, 24" embedment, 36" above surface, painted with waterborne acrylic standard color paint.)	EA	\$2,500		

## NOTES:

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

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The Schedule of Prices must be completed by the bidder <u>and</u> submitted with the bid package. Bidder's pricing for each line item should carry its share of the costs of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the PBC considers to be unbalanced will be rejected.

Bidders must utilize the amounts in the Schedule of Prices which will calculate their Base Work Only bid (Bid Form Lines 1 and 6).

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CHICAGO DEPARTMENT OF TRANSPORTATION WORKS PROGRESS ADMINISTRATION ("WPA") STREET RECONSTRUCTION LOCATION: W. Bryn Mawr Avenue (from N. Knox Avenue to Dead End West)

CDOT PROJECT NO.: B-5-254 PBC PROJECT NO.: 22813

PBC CONTRACT: C1628

Line	Code Number	Description	Unit	Estimated Quantity	Unit Price	Cost	
1	20200100	EARTH EXCAVATION	CU YD	Quantity ()	\$109.01	\$	_
2	20101100C	TREE PROTECTION	EACH	1	\$553.30		553.30
3	20800150	TRENCH BACKFILL	CU YD	0	\$0.00	\$	-
4	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	199	\$21.21		220.79
5	25200110	SODDING, SALT TOLERANT	SQ YD	197	\$31.71	\$ 6,2	246.87
6	****	TREE PLANTING, 2-1/2 INCH TO 3-INCH B&B	EACH	0	\$0.00	\$	-
7	251K0100C	SHREDDED HARDWOOD BARK MULCH	SQ YD	2	\$468.99		937.98
8	28000510	INLET FILTERS	EACH	2	\$403.29		806.58
9	CDOT3110010	SAND CUSHION, VARIABLE DEPTH	CU YD	22	\$20.84		458.48
10	31101400	SUB-BASE GRANULAR MATERIAL, TYPE B, 6"	SQ YD	2827	\$20.64		349.28
11	35300200	PORTLAND CEMENT CONCRETE BASE COURSE, 7"	SQ YD	2259	\$101.93		259.87
12	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1017	\$0.11		111.87
13	40600525	LEVELING BINDER (HAND METHOD), N50	TON	2	\$153.37	•	306.74
14	40600635	LEVELING BINDER (MACHINE METHOD), N50	TON	190	\$153.37		140.30
15	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	253	\$153.37		802.61
16	42000300	PORTLAND CEMENT CONCRETE PAVEMENT 8"	SQ YD	0	\$0.00 \$151.22	\$	-
17 18	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8"  PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SQ YD	176 6127	\$151.22		614.72
19	42400200C 42400210C	·	SQ FT SQ FT	43	\$14.32		738.64 714.23
20	42400210C 42400800C	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 5-INCH	SQ FT	24	\$68.99		655.76
21	44000100C	LINEAR DETECTABLE WARNING TILES (CAST IRON)  PAVEMENT REMOVAL	SQ YD	2971	\$29.65		090.15
22	440001000	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1506	\$8.76		192.56
23	44000500		SQ FT	4204	\$3.04		
		SIDEWALK REMOVAL					780.16
24	442Z0200C	SAW CUTTING PAVEMENT	FOOT	73	\$9.41		686.93
25 26	550Z0108C 550Z0112C	STORM SEWER, EXTRA STRENGTH VITRIFIED CLAY PIPE, TYPE 2, 8 INCH	FOOT FOOT	0	\$0.00 \$0.00	\$	-
		STORM SEWER, EXTRA STRENGTH VITRIFIED CLAY PIPE, TYPE 2, 12 INCH	FOOT		·	\$	
27	551Z0400C	SEWER CLEANING AND TELEVISING  CATCH BASINS, TYPE A, 4-FOOT DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF	FUUT	1274	\$13.84	\$ 17,6	632.16
28	60200105C	CHICAGO)	EACH	0	\$0.00	\$	-
29	****	MANHOLES, TYPE B, 4'-DIAMETER, FRAME AND OPEN LID (CITY OF CHICAGO)	EACH	0	\$0.00	\$	_
30	602Z0700C	ADDITIONAL MASONRY	VERT FT	2	\$0.00	\$	
31	60250200C	CATCH BASINS TO BE ADJUSTED	EACH	2	\$1,215.08		- 430.16
32	60255500C	MANHOLES TO BE ADJUSTED	EACH	1	\$1,215.08		215.08
33	60500050C	REMOVING CATCH BASINS	EACH	0	\$0.00	\$	
34	606Z0100C	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	2044	\$64.64		124.16
35	606006050C	CONCRETE CURB, TYPE B	FOOT	16	\$99.76		596.16
36	670Z0100C	ENGINEER'S FIELD OFFICE	CAL MONTH	6	\$5,120.32		721.92
37	701Z0300C	TRAFFIC CONTROL COMPLETE	L SUM	1	\$76,123.67	τ	123.67
38	701Z0800C	AGGREGATE FOR TEMPORARY ACCESS	TON	169	\$84.57		292.33
39	720Z0300C	CONSTRUCTION SIGN	EACH	2	\$525.97		051.94
40	724Z0100C	REMOVE AND SALVAGE SIGN PANEL	EACH	5	\$71.98		359.90
41	724Z0110C	REMOVE AND SALVAGE SIGN PANEL AND POST ASSEMBLY	EACH	3	\$94.12		282.36
42	729Z0110C	SIGN SUPPORT POST, DIG METHOD	EACH	7	\$387.56		712.92
43	729Z0120C	SIGN SUPPORT POST, DRILL METHOD	EACH	7	\$420.78		945.46
44	78000400	THERMOPLASTIC PAVEMENT MARKING-LINE 6"	FOOT	0	\$0.00	\$	-
45	78000650	THERMOPLASTIC PAVEMENT MARKING-LINE 24"	FOOT	86	\$32.94		832.84
46	X2600009	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - DOUBLE-SIDED	SQ FT	2	\$66.44		132.88
47	X2600010	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - SINGLE-SIDED	SQ FT	16	\$53.15		850.40
48	999X1000C	PROTECTIVE COAT	SQ YD	896	\$4.01		592.96
49	999X0900C	DRILL AND GROUT DOWEL AND TIE BARS	EACH	6	\$35.87		215.22
50	****	DRIVEWAY AND ALLEY RETURN PAVEMENT REMOVAL (SPECIAL)	SQ YD	87	\$40.66		537.42
51	IDOT 56100020	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH	0	\$0.00	\$	
52		WATER MAIN INSALLED IN OPEN CUT, 8"	FOOT	0	\$0.00	\$	-
53		WATER VALVE, 8"	EACH	0	\$0.00	\$	-
54		DUCTILE IRON WATER MAIN FITTINGS 8" 45 DEGREE BEND	EACH	0	\$0.00	\$	-
55	IDOT 56200300	WATER SERVICE LINE 1"	LF	0	\$0.00	\$	-
56	IDOT 56400700	FIRE HYDRANTS (SPECIAL - FLUSHING HYDRANT)	EACH	0	\$0.00	\$	-
57	CDOT 60221100C	MANHOLE, 5 FT DIAMETER, TYPE A, FRAME AND CLOSED LID (CITY OF CHICAGO)	EACH	0	\$0.00	\$	-
	+	TRANSITION SLEEVE, 8"	EACH	0	\$0.00	\$	_
58	L CDOT 56170603C			0	\$0.00	\$	
58 59		WATER SERVICE CONNECTION 1-INCH	FACH			I ¥	
59	IDOT X5620030	WATER SERVICE CONNECTION 1-INCH RESILIENT WEDGE VALVE 8"	EACH FACH		·		-
59 60	IDOT X5620030 *****	RESILIENT WEDGE VALVE 8"	EACH	0	\$0.00	\$	-
59 60 61	IDOT X5620030 ***** CDOT 565Z0700C	RESILIENT WEDGE VALVE 8" WATER SERVICE SHUT OFF BOX REMOVALE AND REPLACEMENT	EACH EACH	0	\$0.00 \$0.00	\$	
59 60 61 62	IDOT X5620030  ******  CDOT 565Z0700C  CDOT 208Z0200C	RESILIENT WEDGE VALVE 8" WATER SERVICE SHUT OFF BOX REMOVALE AND REPLACEMENT TRENCH BACKFILL, WATERMAIN	EACH EACH CY	0 0 0	\$0.00 \$0.00 \$0.00	\$ \$ \$	- -
59 60 61 62 63	IDOT X5620030  ******  CDOT 565Z0700C  CDOT 208Z0200C  810Z0265C	RESILIENT WEDGE VALVE 8"  WATER SERVICE SHUT OFF BOX REMOVALE AND REPLACEMENT  TRENCH BACKFILL, WATERMAIN  CONDUIT IN TRENCH, PVC (SCHEDULE 80), 2" DIA.	EACH EACH	0 0 0 1441	\$0.00 \$0.00 \$0.00 \$9.92	\$ \$ \$ \$	- - - 294.72
59 60 61 62	IDOT X5620030  ******  CDOT 565Z0700C  CDOT 208Z0200C	RESILIENT WEDGE VALVE 8" WATER SERVICE SHUT OFF BOX REMOVALE AND REPLACEMENT TRENCH BACKFILL, WATERMAIN	EACH EACH CY	0 0 0	\$0.00 \$0.00 \$0.00	\$ \$ \$ \$	- -

CHICAGO DEPARTMENT OF TRANSPORTATION WORKS PROGRESS ADMINISTRATION ("WPA") STREET RECONSTRUCTION
LOCATION: W. Bryn Mawr Avenue (from N. Knox Avenue to Dead End West)
CDOT PROJECT NO.: B-5-254 PBC PROJECT NO.: 22813
PBC CONTRACT: C1628

				Estimated		
Line	Code Number	Description	Unit	Quantity	Unit Price	Cost
66	810Z0300C	TRENCH AND BACKFILL WITH SCREENINGS	LN FT	1441	\$36.92	\$ 53,201.72
67	811Z0210C	CONDUIT RISER ATTACHED TO POLE, 2"	EACH	1	\$4,028.39	\$ 4,028.39
68	814Z0120C	HANDHOLE, ELECTRIC, WITH 24" FRAME AND COVER	EACH	3	\$8,394.50	\$ 25,183.50
69	817Z0220C	ELECTRIC CABLE IN CONDUIT, TRIPLEX, 2-1/C NO. 6, 1-1/C NO. 8 GROUND	LN FT	2033	\$18.10	\$ 36,797.30
70	821Z0300C	LUMINAIRE, LED, ACORN, ARTERIAL, RESIDENTIAL	EACH	12	\$1,781.66	\$ 21,379.92
71	821Z0860C	LUMINAIRE, LED, COBRA HEAD, RESIDENTIAL	EACH	19	\$865.91	\$ 16,452.29
72	821Z1300C	LUMINAIRE NODE, INTERNAL	EACH	19	\$360.98	\$ 6,858.62
73	825Z0200C	CONTROLLER, STREET LIGHTING, POLE MOUNTED, CONSTANT POWER, 1-PHASE, 120/240V, 60A	EACH	1	\$7,980.37	\$ 7,980.37
74	83000023C	LIGHT POLE, ALUMINUM, DAVIT, 18 FT. M.H., 8 FT DAVIT ARM	EACH	19	\$4,497.89	\$ 85,459.91
75	836Z0210C	LIGHT POLE FOUNDATION, METAL, 10" BOLT CIRCLE, 8 5/8" X 5'	EACH	19	\$2,428.33	\$ 46,138.27
76	****	CABLE ANTI-THEFT DEVICE FOR HELIX FOUNDATIONS	EACH	19	\$158.35	\$ 3,008.65
77	895Z0100C	REMOVE EXISTING STREET LIGHTING EQUIPMENT	EACH	13	\$509.36	\$ 6,621.68
78	895Z1100C	BREAKDOWN CONCRETE FOUNDATION, LIGHT POLE	EACH	13	\$568.05	\$ 7,384.65
79	66900530	SOIL DISPOSAL ANALYSIS	EACH	1	\$2,214.61	\$ 2,214.61
80	66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1	\$3,432.66	\$ 3,432.66
81	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1	\$1,328.77	\$ 1,328.77
82	66901006	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DA	12	\$752.97	\$ 9,035.64
83	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	1586	\$110.40	\$ 175,094.40
84	599Z3900C	PLUG EXISTING SEWER	EACH	0	\$0.00	-
85	699Z1400C	CATCH BASIN, MANHOLES, WATER VALVES, ROUNDWAYS AND INLETS TO BE CLEANED	EACH	3	\$0.00	\$ -
86	X0327989	REMOVE EXISTING BRICK PAVERS	SQ FT	533	\$0.00	\$ -
87	X0540000	BRICK PAVERS	SQ FT	547	\$30.98	\$ 16,946.06
88	35300060	PORTLAND CEMENT CONCRETE BASE COURSE, 4"	SQ YD	61	\$57.49	\$ 3,506.89
89		TOTAL FOR 22813	/B-5-254 - W. Bryn	Mawr AveNo	rth Knox Ave.	\$ 1,462,655.57

CHICAGO DEPARTMENT OF TRANSPORTATION WORKS PROGRESS ADMINISTRATION ("WPA") STREET RECONSTRUCTION LOCATION: W. Bryn Mawr Avenue-N. Lawler Avenue (from N. Lawler Avenue-N. LaPorte Avenue to Edens Parkway)

CDOT PROJECT NO.: 8-5-253 PBC PROJECT NO.: 22813

PBC CONTRACT: C1628

				Estimated		
Line 1	20200100	Description EARTH EXCAVATION	Unit CU YD	Quantity 1289	Unit Price \$109.01	Cost 140,499.84
2	20101100C	TREE PROTECTION	EACH	18	\$258.25	\$ 4,648.50
3	20800150	TRENCH BACKFILL	CU YD	87	\$121.51	\$ 10,530.54
4	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1899	\$12.30	\$ 23,361.98
5	25200110	SODDING, SALT TOLERANT	SQ YD	1832	\$15.04	\$ 27,550.16
6	****	TREE PLANTING, 2-1/2 INCH TO 3-INCH B&B	EACH	18	\$975.54	\$ 17,559.72
7	251K0100C	SHREDDED HARDWOOD BARK MULCH	SQ YD	68	\$30.19	\$ 2,039.50
8	28000510	INLET FILTERS	EACH	4	\$347.97	\$ 1,391.88
9	CDOT3110010	SAND CUSHION, VARIABLE DEPTH	CU YD	59	\$20.84	\$ 1,231.82
10	31101400	SUB-BASE GRANULAR MATERIAL, TYPE B, 6"	SQ YD	2940	\$20.64	\$ 60,681.93
11	35300200	PORTLAND CEMENT CONCRETE BASE COURSE, 7"	SQ YD	2380	\$98.85	\$ 235,258.31
12	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1071	\$0.11	\$ 117.81
13	40600525	LEVELING BINDER (HAND METHOD), N50	TON	2	\$153.37	\$ 306.74
14	40600635	LEVELING BINDER (MACHINE METHOD), N50	TON	200	\$153.37	\$ 30,661.12
15	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	267	\$153.37	\$ 40,881.49
16	42000300	PORTLAND CEMENT CONCRETE PAVEMENT 8"	SQ YD	73	\$94.89	\$ 6,970.88
17	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8"	SQ YD	63	\$151.22	\$ 9,481.53
18	42400200C	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SQ FT	3694	\$14.32	\$ 52,899.73
19	42400210C	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 5-INCH	SQ FT	1094	\$16.61	\$ 18,165.79
20 21	42400800C 44000100C	LINEAR DETECTABLE WARNING TILES (CAST IRON)  PAVEMENT REMOVAL	SQ FT	108	\$68.99 \$14.95	\$ 7,450.92 \$ 39,023.27
22	440001000	COMBINATION CURB AND GUTTER REMOVAL	SQ YD FOOT	2610 497	\$8.76	\$ 39,023.27
23	44000600	SIDEWALK REMOVAL	SQ FT	1072	\$3.04	\$ 3,259.97
24	442Z0200C	SAW CUTTING PAVEMENT	FOOT	81	\$9.41	\$ 762.21
25	550Z0108C	STORM SEWER, EXTRA STRENGTH VITRIFIED CLAY PIPE, TYPE 2, 8 INCH	FOOT	24	\$388.83	\$ 9,331.92
26	550Z0112C	STORM SEWER, EXTRA STRENGTH VITRIFIED CLAY PIPE, TYPE 2, 12 INCH	FOOT	303	\$318.35	\$ 96,460.05
27	551Z0400C	SEWER CLEANING AND TELEVISING	FOOT	2,534	\$13.84	\$ 35,064.19
		CATCH BASINS, TYPE A, 4-FOOT DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF	1001	2,004		
28	60200105C	CHICAGO)	EACH	4	\$9,113.16	\$ 36,452.64
29	****	MANHOLES, TYPE B, 4'-DIAMETER, FRAME AND OPEN LID (CITY OF CHICAGO)	EACH	2	\$15,188.60	\$ 30,377.20
30	602Z0700C	ADDITIONAL MASONRY	VERT FT	2	\$0.00	\$ -
31	60250200C	CATCH BASINS TO BE ADJUSTED	EACH	1	\$972.07	\$ 972.07
32	60255500C	MANHOLES TO BE ADJUSTED	EACH	1	\$972.07	\$ 972.07
33	60500050C	REMOVING CATCH BASINS	EACH	3	\$972.07	\$ 2,916.21
34	606Z0100C	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	1687	\$64.65	\$ 109,094.24
35	606006050C	CONCRETE CURB, TYPE B	FOOT	23	\$99.76	\$ 2,294.48
36	670Z0100C	ENGINEER'S FIELD OFFICE	CAL MONTH	6	\$5,120.32	\$ 30,721.92
37	701Z0300C	TRAFFIC CONTROL COMPLETE	L SUM	1	\$82,878.25	\$ 82,878.25
38	701Z0800C	AGGREGATE FOR TEMPORARY ACCESS	TON	193	\$75.84	\$ 14,656.08
39	720Z0300C	CONSTRUCTION SIGN	EACH	2	\$525.97	\$ 1,051.94
40	724Z0100C	REMOVE AND SALVAGE SIGN PANEL	EACH	2	\$71.98	\$ 143.96
41	724Z0110C	REMOVE AND SALVAGE SIGN PANEL AND POST ASSEMBLY	EACH	0	\$0.00	\$
42	729Z0110C	SIGN SUPPORT POST, DIG METHOD	EACH	5	\$387.56	\$ 1,937.80
43	729Z0120C	SIGN SUPPORT POST, DRILL METHOD	EACH	0	\$0.00	\$ <del>-</del>
44	78000400	THERMOPLASTIC PAVEMENT MARKING-LINE 6"	FOOT	95	\$11.02	\$ 1,046.90
45	78000650	THERMOPLASTIC PAVEMENT MARKING-LINE 24"	FOOT	16	\$32.94	\$ 527.04
46	X2600009	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - DOUBLE-SIDED	SQ FT	2	\$66.44	\$ 132.88
47	X2600010	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - SINGLE-SIDED	SQ FT	5	\$53.15	\$ 265.75
48	999X1000C	PROTECTIVE COAT	SQ YD	3,218	\$4.01	\$ 12,903.89
49	999X0900C	DRILL AND GROUT DOWEL AND TIE BARS	EACH	6	\$35.87	\$ 215.22
50	*****	DRIVEWAY AND ALLEY RETURN PAVEMENT REMOVAL (SPECIAL)	SQ YD	555	\$40.66	\$ 22,572.62
51		DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH	1	\$3,888.28	\$ 3,888.28
52		WATER MAIN INSALLED IN OPEN CUT, 8"	FOOT	408	\$388.83	\$ 158,642.64
53		WATER VALVE, 8"	EACH	1	\$7,655.05 \$2,497.45	\$ 7,655.05
54		DUCTILE IRON WATER MAIN FITTINGS 8" 45 DEGREE BEND	EACH	9	\$2,187.15	\$ 19,684.35
55 56		WATER SERVICE LINE 1" FIRE HYDRANTS (SPECIAL - FLUSHING HYDRANT)	LF EACH	84	\$243.01	\$ 20,412.84
90	1001 30400700	MANHOLE, 5 FT DIAMETER, TYPE A, FRAME AND CLOSED LID (CITY OF	EACH	l	\$8,505.61	\$ 8,505.61
				,	\$7,898.07	\$ 7,898.07
57	CDOT 60221100C	ICHICAGO)	FACH	1		
57 58		CHICAGO) TRANSITION SLEEVE. 8"	EACH EACH	3	\$2.187.15	\$ 6.561.45
58	CDOT 561Z0603C	TRANSITION SLEEVE, 8"	EACH	3 2	\$2,187.15 \$2.430.18	\$ 6,561.45 \$ 4.860.36
58 59	CDOT 561Z0603C	TRANSITION SLEEVE, 8" WATER SERVICE CONNECTION 1-INCH	EACH EACH	2	\$2,430.18	\$ 4,860.36
58 59 60	CDOT 561Z0603C IDOT X5620030 *****	TRANSITION SLEEVE, 8" WATER SERVICE CONNECTION 1-INCH RESILIENT WEDGE VALVE 8"	EACH EACH EACH	2 2	\$2,430.18 \$5,467.90	\$ 4,860.36 \$ 10,935.80
58 59	CDOT 561Z0603C IDOT X5620030 ****** CDOT 565Z0700C	TRANSITION SLEEVE, 8"  WATER SERVICE CONNECTION 1-INCH RESILIENT WEDGE VALVE 8"  WATER SERVICE SHUT OFF BOX REMOVALE AND REPLACEMENT	EACH EACH EACH EACH	2 2 2	\$2,430.18 \$5,467.90 \$850.56	\$ 4,860.36 \$ 10,935.80 \$ 1,701.12
58 59 60 61	CDOT 561Z0603C IDOT X5620030 ****** CDOT 565Z0700C	TRANSITION SLEEVE, 8"  WATER SERVICE CONNECTION 1-INCH RESILIENT WEDGE VALVE 8"  WATER SERVICE SHUT OFF BOX REMOVALE AND REPLACEMENT TRENCH BACKFILL, WATERMAIN	EACH EACH EACH	2 2	\$2,430.18 \$5,467.90	\$ 4,860.36 \$ 10,935.80 \$ 1,701.12 \$ 29,745.24
58 59 60 61 62 63	CDOT 561Z0603C IDOT X5620030 ****** CDOT 565Z0700C CDOT 208Z0200C 810Z0265C	TRANSITION SLEEVE, 8"  WATER SERVICE CONNECTION 1-INCH RESILIENT WEDGE VALVE 8"  WATER SERVICE SHUT OFF BOX REMOVALE AND REPLACEMENT	EACH EACH EACH CY LN FT	2 2 2 204 1691	\$2,430.18 \$5,467.90 \$850.56 \$145.81 \$9.02	\$ 4,860.36 \$ 10,935.80 \$ 1,701.12 \$ 29,745.24 \$ 15,252.82
58 59 60 61 62	CDOT 561Z0603C IDOT X5620030 ****** CDOT 565Z0700C CDOT 208Z0200C	TRANSITION SLEEVE, 8"  WATER SERVICE CONNECTION 1-INCH RESILIENT WEDGE VALVE 8"  WATER SERVICE SHUT OFF BOX REMOVALE AND REPLACEMENT TRENCH BACKFILL, WATERMAIN CONDUIT IN TRENCH, PVC (SCHEDULE 80), 2" DIA.	EACH EACH EACH EACH CY	2 2 2 204	\$2,430.18 \$5,467.90 \$850.56 \$145.81	\$ 4,860.36 \$ 10,935.80 \$ 1,701.12 \$ 29,745.24
58 59 60 61 62 63	CDOT 561Z0603C IDOT X5620030 ****** CDOT 565Z0700C CDOT 208Z0200C 810Z0265C	TRANSITION SLEEVE, 8"  WATER SERVICE CONNECTION 1-INCH  RESILIENT WEDGE VALVE 8"  WATER SERVICE SHUT OFF BOX REMOVALE AND REPLACEMENT  TRENCH BACKFILL, WATERMAIN  CONDUIT IN TRENCH, PVC (SCHEDULE 80), 2" DIA.  CONDUIT, DIRECTIONAL BORED, COILABLE NONMETALLIC CONDUIT,	EACH EACH EACH CY LN FT	2 2 2 204 1691	\$2,430.18 \$5,467.90 \$850.56 \$145.81 \$9.02	\$ 4,860.36 \$ 10,935.80 \$ 1,701.12 \$ 29,745.24 \$ 15,252.82

CHICAGO DEPARTMENT OF TRANSPORTATION WORKS PROGRESS ADMINISTRATION ("WPA") STREET RECONSTRUCTION LOCATION: W. Bryn Mawr Avenue-N. Lawler Avenue (from N. Lawler Avenue-N. LaPorte Avenue to Edens Parkway)

CDOT PROJECT NO.: B-5-253 PBC PROJECT NO.: 22813

PBC CONTRACT: C1628

				Estimated			
Line	Code Number	Description	Unit	Quantity	Unit Price	1	Cost
66	810Z0300C	TRENCH AND BACKFILL WITH SCREENINGS	LN FT	1691	\$38.05	\$	64,342.55
67	811Z0210C	CONDUIT RISER ATTACHED TO POLE, 2"	EACH	1	\$4,056.08	\$	4,056.08
68	814Z0120C	HANDHOLE, ELECTRIC, WITH 24" FRAME AND COVER	EACH	1	\$8,453.19	\$	8,453.19
69	817Z0220C	ELECTRIC CABLE IN CONDUIT, TRIPLEX, 2-1/C NO. 6, 1-1/C NO. 8 GROUND	LN FT	1939	\$18.90	\$	36,647.10
70	821Z0300C	LUMINAIRE, LED, ACORN, ARTERIAL, RESIDENTIAL	EACH	10	\$1,793.84	\$	17,938.40
71	821Z0860C	LUMINAIRE, LED, COBRA HEAD, RESIDENTIAL	EACH	10	\$920.17	\$	9,201.70
72	821Z1300C	LUMINAIRE NODE, INTERNAL	EACH	10	\$363.19	\$	3,631.90
73	825Z0200C	CONTROLLER, STREET LIGHTING, POLE MOUNTED, CONSTANT POWER, 1-PHASE, 120/240V, 60A	EACH	1	\$8,036.84	\$	8,036.84
74	83000023C	LIGHT POLE, ALUMINUM, DAVIT, 18 FT. M.H., 8 FT DAVIT ARM	EACH	10	\$4,528.90	\$	45,289.00
75	836Z0210C	LIGHT POLE FOUNDATION, METAL, 10" BOLT CIRCLE, 8 5/8" X 5'	EACH	10	\$2,444.94	\$	24,449.40
76	****	CABLE ANTI-THEFT DEVICE FOR HELIX FOUNDATIONS	EACH	10	\$159.46	\$	1,594.60
77	895Z0100C	REMOVE EXISTING STREET LIGHTING EQUIPMENT	EACH	7	\$715.33	\$	5,007.31
78	895Z1100C	BREAKDOWN CONCRETE FOUNDATION, LIGHT POLE	EACH	7	\$476.14	\$	3,332.98
79	66900530	SOIL DISPOSAL ANALYSIS	EACH	1	\$2,214.61	\$	2,214.61
80	66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1	\$3,432.66	\$	3,432.66
81	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1	\$1,328.77	\$	1,328.77
82	66901006	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DA	15	\$752.97	\$	11,294.55
83	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	1,155	\$110.40	\$	127,467.35
84	599Z3900C	PLUG EXISTING SEWER	EACH	3	\$729.05	\$	2,187.15
85	699Z1400C	CATCH BASIN, MANHOLES, WATER VALVES, ROUNDWAYS AND INLETS TO BE CLEANED	EACH	2	\$359.87	\$	719.74
86	X0327989	REMOVE EXISTING BRICK PAVERS	SQ FT	0	\$0.00	\$	-
87	X0540000	BRICK PAVERS	SQ FT	0	\$27.98	\$	-
88	35300060	PORTLAND CEMENT CONCRETE BASE COURSE, 4"	SQ YD	0	\$0.00	\$	-
89		TOTAL FOR 22813/	B-5-253- W. Bryn N	lawr AveNor	th Lawler Ave.	\$	1,912,875.84

## E. ADDITIONAL ALLOWANCE SCHEDULES

This Project includes the following additional allowance schedules:

1. Brick Paver Allowance for W. Bryn Mawr Avenue/N.Knox Avenue in the amount of \$5,000

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

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

## F. ALTERNATES

{INTENTIONALLY OMMITTED}

Date of Issue: 7/8/2025 Page 17 of 49

G.	ACCEPTANCE OF THE BID					
	IN WITNESS WHEREOF, the parties hereto have caused to the day of t	his instrument to be executed in two (2) original counterparts the Board Date)				
	PUBLIC BUILDING COMMISSION OF CHICAGO  May Pat Witten	2500-				
	Mary Pat Witry, Secretary	Mayor Brandon Johnson, Chairman				
	CONTRACTING PARTY	<b>&amp;</b>				
	MYS Incorporated	12416 S Harlem Ave Suite 101 Palos Heights IL 60463				
	Contractor Name	Address				
	IF A CORPORATION:	Incorporation in the second				
	Name: MYS Incorporated	SEA				
	Title: President	Marissa Yelnick Secretary				
	Signature:	Man 14 INOIS				
	ATTEST BY:	Marissa Yelnick				
	IF A PARTNERSHIP:	Secretary				
	Partner (Signature)					
		Address				
	Partner (Signature)	Address				
	Dartner (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 day o					
Ī	Notary Public Signature (SEAL)	OFFICIAL SEAL JAMES C ARNOLD II Notary Public, State of Illinois Commission No. 987248				
(	Commission Expires: 2/20/2028	Commission No. 987248 My Commission Expires February 20, 2028				
1	APPROVED AS TO FORM AND LEGALITY					
(	Neal & Leroy, LLC	7/2025				

## V. BID SUPPORT DOCUMENTS

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

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

#### 1. Instructions

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

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

## 2. Award Criteria Figure Formula - Please refer to Award Criteria Sheet

Line 1.	$\ensuremath{GRAND}$ TOTAL BASE BID (Refer to Line 10 of BID FORM), in figures	
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	
Line 3.	Multiply Line 2 by Line 1 by 0.04	
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	
Line 5.	Multiply Line 4 by Line 1 by 0.03	
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70)	
Line 7.	Multiply Line 6 by Line 1 by 0.01	
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	
Line 9.	Multiply Line 8 by Line 1 by 0.04	

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

#### 3. Community Hiring Bonuses

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

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

#### **Definitions**

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

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

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

#### 4. Liquidated Damages

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

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

 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:

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

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

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

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

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

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

## 5. Reporting

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

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

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PROJECT NAME: Chicago Department of Transporation Works Progress Administration

("WPA") Street Reconstruction

LOCATION: W. Bryn Mawr Ave. - N. Knox Ave./ W. Bryn Mawr Ave. - N Lawler Ave.

CONTRACT NO: C1628
PROJECT NO(S): 22813

## **AWARD CRITERA FIGURE FORMULA**

7.007.00	FORMULA
Line 1. (Based on Grand Total Base Bid)	\$3,960,531.41
Line 2. Minority Journeyman (Maximum figure 0.70)	0.70
Line 3. Multiply Line 2 by Line 1 by 0.04	\$110,894.88
	\$3,960,531.41
Line 4. Minority Apprentice (Maximum figure 0.70)	0.70
Line 5. Multiply Line 4 by Line 1 by 0.03	\$83,171.16
	\$3,960,531.41
Line 6. Minority Laborer (Maximum figure 0.70)	0.70
Line 7. Multiply Line 6 by Line 1 by 0.01	\$27,723.72
	\$3,960,531.41
Line 8. Female Journeyman (Maximum figure 0.15)	
Line 9. Multiply Line 8 by Line 1 by 0.04	\$0.00
	\$3,960,531.41
Line 10. Female Apprentice (Maximum figure 0.15)	
Line 11. Multiply Line 10 by Line 1 by 0.03	\$0.00
	\$3,960,531.41
Line 12. Female Laborer (Maximum figure 0.15)	
Line 13. Multiply Line 12 by Line 1 by 0.01	\$0.00
	\$3,960,531.41
Line 14. Total of Lines 3, 5, 7, 9, 11, and 13	\$221,789.76
Line 15. Total Award Criteria	\$3,738,741.65
TOTAL AWARD CRITERIA (Line 15)	\$3,738,741.65
	Accepted by the Commission
BIDDER'S IN	NFORMATION
Firm Name:	MYS Incorporated
Date:	8/2/2025
NOTES/INS	TRUCTIONS

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

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

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

## 6. Major Trades

The following trades are anticipated to be used in the performance of this contract:

Landscaping Excavation

Carpentry Pavement Markings

Concrete Asphalt
Electrical Sewer
Site Demolition Signage

Water Main

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

## 7. Trade Participation - For Information Only

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY and/or WOMEN BUSINESS ENTERPRISE PARTICIPATION
Landscaping	2.8
Electrical	16.2
Asphalt	5.9
Sewer, Water Main	13.2

Date of Issue: 7/8/2025 Page 26 of 49

#### VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

## **Affidavit of Non-collusion**

STA	ATE OF ILLINOIS } }SS
COI	UNTY OF COOK }
T	aylor Yelnick , being first duly sworn, deposes and says that:
(1)	He/She is President
	(Owner, Partner, Officer, Representative or Agent) of MYS Incorporated
	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.
(Sig	ned)
P	resident
(Titl Sub	e) scribed and sworn to before me this <u>5</u> day of <u>August</u> 20 <u>25</u>
$\int$	2mo Cfulle
(Titl	OFFICIAL SEAL JAMES C ARNOLD II Notary Public, State of Illinois Commission expires: 2/20/2028  OFFICIAL SEAL JAMES C ARNOLD II Notary Public, State of Illinois Commission No. 987248 My Commission Expires February 20, 2028

Page 27 of 49

## Not applicable PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

A.	Nar	me of joint venture
В.	Add	dress of joint venture
C.	Pho	one number of joint venture
D.	Ide	ntify the firms that comprise the joint venture
	1.	Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
	2.	Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
E.	Nat	ure of joint venture's business
F.	Pro	vide a copy of the joint venture agreement.
G.	Ow	nership: What percentage of the joint venture is claimed to be owned by MBE/WBE?%
Н.	Spe	ecify as to:
	1.	Profit and loss sharing%
	2.	Capital contributions, including equipment%
	3.	Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

Date of Issue: 7/8/2025 Page 28 of 49

# Not applicable PUBLIC BUILDING COMMISSION OF CHICAGO

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

	resp	of and participation in this Contract: Identify by name, race, sex, and "firm" those individences in the consible for day-to-day management and policy decision making, including, but not limibility for:	
1.	Fin	ancial decisions	
2.	Ма	nagement decisions such as:	
	a.	Estimating	
	b.	Marketing and Sales	
	C.	Hiring and firing of management personnel	
	d.	Other	
3.	Pur	chasing of major items or supplies	
4.	Sup	pervision of field operations	
5.	Sup	pervision of office personnel	
6.	will	scribe the financial controls of the joint venture, e.g., will a separate cost center be est be responsible for keeping the books; how will the expense therefor be reimbursed; the aturer to commit or obligate the other. Describe the estimated contract cash flow for ea	he authority of each jo
7.		te approximate number of operational personnel, their craft and positions, and whethe he majority firm or the joint venture.	er they will be employe

Date of Issue: 7/8/2025 PBC: C1628\_WPA Street Reconstruction - Bryn Mawr-Knox and Bryn Mawr-Lawler\_Book 1 Instructions to Bidders Page 29 of 49

## Not applicable PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

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

Date of Issue: 7/8/2025 Page 30 of 49

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

Name of ProjecTORKS PROGRESS ADMINISTRATION ("WPA") STREET RECONSTRUCTION (W. BRYN MAWR AVE. - N. KNOX AVE./W. BRYN MAWR AVE. - N. LAWLER AVE.)

STATE OF ILLINOIS	} } SS
COUNTY OF COOK	}

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

## President

Title and duly authorized representative of

## MYS Incorporated

Name of General Contractor whose address is

## 12416 S Harlem Ave Suite 101 Palos Heights IL 60463

in the City of Palos Heights , State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in	Dollar Credit Toward MBE/WBE Goals	
	Accordance with Schedule C	MBE	WBE
Cardinal State LLC	Landscaping	\$ 95,976.44	\$
Horizon Contractors Inc.	Electrical	\$ 547,682.99	\$
Maria V Contracting, Inc.	Asphalt	\$	\$ 244,036.30
E4 Contractor Inc.	Underground, Sewer	\$ 399,006.00	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	Total Net MBE/WBE Credit	1,042,665.43	\$ 244,036.30
Percent of Total Base Bid 26.33 %		6.16 %	

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.

Date of Issue: 7/8/2025 Page 33 of 49

## 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:	
MYS Incorporated	1 gg
Name of Contractor (Print)	Signature
8/11/2025	Taylor Yelnick
Date	Name (Print)
708 448 0983	
Phone	
IF APPLICABLE:	
BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE WBE Non-MBE/WBE
Phone/FAX	

Date of Issue: 7/8/2025 Page 34 of 49

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

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	Works Progress administration ("WPA") Street Reconstruction (92nd St.) West 92nd St. from South Leavitt St.		
Project Number:	South Hamilton Ave. Chicago, IL 60643 C1625		
FROM:			
Cardinal State, LLC	IVIDL /\ VVDF		
	SE)		
TO:			
MYS Incorpo	rated and Public Building Commission of Chicago		
(Name of Bidder)			
The undersigned inte	nds to perform work in connection with the above-referenced project as (check one):		
***************************************	_ a Sole ProprietorX a Corporation		
****	_ a Partnership a Joint Venture		
firm, a Schedule B, Jo	atus 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 pint Venture Affidavit, is provided.  epared to provide the following described services or supply the following described goods in connection diproject.		
Furnish and provide	e landscape related items and services.		
The above-described Documents.	services or goods are offered for the following price, with terms of payment as stipulated in the Contract		
95	5,976.44		

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

	PAY ITEMS the above items that are partial pay	items, specific	ally describe the work and subcontract dollar amo	ount:
If more spa		e MBE/WBE fir	m's proposed scope of work and/or payment sc	hedule, attach
SUB-SUBO	CONTRACTING LEVELS* % of the dollar value of the MB	E/WBE subcon	tract will be sublet to non-MBE/WBE contractors.	
0	% of the dollar value of the MB	E/WBE subcon	tract will be sublet to MBE/WBE contractors.	
must be fil	lled in each blank above. If more	than 10% per	ing any of the work described in this Schedo cent of the value of the MBE/WBE subcontrac f the work to be sublet must be provided.	
execution of		g Commission	ment for the above work with the Bidder, condit of Chicago, and will do so within five (5) working	
in the perfo codes, stat disciplinary	ormance of this contract, meet the te, federal or local laws, rules or re	Agency require egulations and . Additionally, i	edge and belief that it, its principals and any subcoments and have not violated any City or Sister have not been subject to any debarment, susper fat any time the Contractor becomes aware of su	Agency policy, ension or other
BY:				
	State, LLC		4	
	MBE/WBE Firm (Print)		Signature	
6/30/25 Date			Roger Wiese Name (Print)	
Phone	720 0201			
IF APPLI BY:	CABLE:			
Joint Ven	ture Partner (Print)		Signature	
Date			Name (Print) MBE WBE Non-MBE/WBE	
Dhono			WIDE VVDE NUII-WIDE/VVDE	

Date of Issue: May 30, 2025 PBC: C1625\_WPA Street Reconstruction - W 92nd St, W 106th St, W 107th St, W 114th St\_Book 1 Instructions to Bidders



#### DEPARTMENT OF PROCUREMENT SERVICES

OCT 2 1 2022

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

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Wiese:

We are pleased to inform you that Cardinal State, LLC continues to be certified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired December 1, 2022 and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an annual No-Change Affidavit each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your annual No-Change Affidavit 60 calendar days before your annual anniversary date of December 1<sup>st</sup>.

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

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

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

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

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

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

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

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

#### NAICS Code(s):

238110 - Poured Concrete Foundation Contractors

238910 - Site Preparation Contractors

561730 - Landscaping Services

562910 - Remediation Services

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

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

Sincerely,

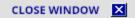
Aileen Velazquez

Chief Procurement Officer

AV/sI

8/29/25, 3:37 PM B2Gnow

#### **Certified Profile**



**Print** 

#### **Business & Contact Information**

BUSINESS NAME Cardinal State, LLC

OWNER Mr. Roger Wiese

ADDRESS 1719 Spring Creek Road

Barrington Hills, IL 60010 [map]

PHONE **630-320-9257** 

FAX **630-326-8142** 

EMAIL <u>rogerw@cardinalstatellc.com</u>

WEBSITE <a href="http://www.cardinalstatellc.com">http://www.cardinalstatellc.com</a>

ETHNICITY Asian American

#### **Certification Information**

CERTIFYING AGENCY City of Chicago

CERTIFICATION TYPE MBE - Minority Business Enterprise

 CERTIFICATION DATE
 10/31/2024

 RENEWAL DATE
 12/1/2025

EXPIRATION DATE 12/1/2025

CERTIFIED BUSINESS DESCRIPTION NAICS 238110 Poured Concrete Foundation Contractors

**NAICS 238910 Site Preparation Contractors** 

NAICS 561730 Landscaping Services NAICS 562910 Remediation Services

# **Commodity Codes**

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

8/29/25, 3:37 PM B2Gnow

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

This profile was generated on 8/29/2025

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

Name of Project:	WPA STREET RECONSTR	RUCTION W. BRYN M.	AWR	
Project Number:	22813			
FROM:				
HORIZON CONTRACT	ORS, INC.	MRE X	WBEX	
(Name of MBE or WBE)		WIDE		
TO:			취	
MYS Incorpora	ted and F	Public Building Commis	ssion of Chicago	
(Name of Bidder)		g	<b>g</b>	
The undersigned intends	s to perform work in connectio	n with the above-refere	enced project as (check o	ne):
a	Sole Proprietor	X	a Corporation	
a	Partnership	-	a Joint Venture	
6/1/23 firm, a Schedule B, Joint	s of the undersigned is In addition, in the Venture Affidavit, is provided ared to provide the following descriptors.	case where the under	signed is a Joint Venture	with a non-MBE/WBE
·	ORK PER QUOTE	<b>a</b>		
EEEO INIONE W	SINT EN GOOTE			
Documents.	vices or goods are offered for	the following price, wit	th terms of payment as sti	pulated in the Contract

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

For any of the above items that are partial pay items, sp	pecifically describe the work and subcontract dollar amount:
If more space is needed to fully describe the MBE/WI additional sheet(s).	BE firm's proposed scope of work and/or payment schedule, attach
SUB-SUBCONTRACTING LEVELS*  0 % of the dollar value of the MBE/WBE su	ubcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE su	ubcontract will be sublet to MBE/WBE contractors.
*If MBE/WBE subcontractor will not be sub-subcormust be filled in each blank above. If more than 10% work will be sublet, a brief explanation and descript	ntracting any of the work described in this Schedule, a zero (0) % percent of the value of the MBE/WBE subcontractor's scope of tion of the work to be sublet must be provided.
	agreement for the above work with the Bidder, conditioned upon its sion of Chicago, and will do so within five (5) working days of receipt
in the performance of this contract, meet the Agency recodes, state, federal or local laws, rules or regulations	nowledge and belief that it, its principals and any subcontractors used equirements and have not violated any City or Sister Agency policy, and have not been subject to any debarment, suspension or other ally, if at any time the Contractor becomes aware of such information,
BY:  HORIZON CONTRACTORS, INC.  Name of MBE/WBE Firm (Print) 8/5/25	Signature CHRISTINE CHUNG
Date 312-850-3010 Phone	Name (Print)
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE Non-MBE/WBE
Phone	MOL NOT NOT NOT NOT



#### CITY OF CHICAGO

#### DEPARTMENT OF PROCUREMENT SERVICES

JUN - 2 2023

Christine Chung-Hurley Horizon Contractors, Inc. 712 West Root Street Chicago, IL 60609

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Chung-Hurley:

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

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

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

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

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

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

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

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

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

#### NAICS Code(s): 238210 - Electrical Contractors

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

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

Sincerely,

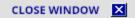
Tammi Morgan

Contracting Equity Officer

TM/ge

8/29/25, 3:38 PM B2Gnow

#### **Certified Profile**



**Print** 

## **Business & Contact Information**

BUSINESS NAME Horizon Contractors, Inc.

OWNER Ms. Christine Chung-Hurley

ADDRESS 712 West Root Street

Chicago, IL 60609 [map]

PHONE **312-850-3010** 

FAX **312-850-3499** 

EMAIL <u>horizoncontractors@sbcglobal.net</u>

ETHNICITY Asian American

#### **Certification Information**

CERTIFYING AGENCY City of Chicago

CERTIFICATION TYPE MBE - Minority Business Enterprise

CERTIFICATION DATE 5/22/2025
RENEWAL DATE 6/1/2026
EXPIRATION DATE 6/1/2026

CERTIFIED BUSINESS DESCRIPTION NAICS 238210 Electrical contractors

## **Commodity Codes**

Code Description

NAICS 238210 Electrical contractors

#### **Additional Information**

WARD 11

COMMUNITY AREA **68 Englewood** 

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QUALIFIED INVESTMENT AREA Yes

This profile was generated on 8/29/2025

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

# Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	PBC -WPA Street Re	econstruction	N Knc	ox Ave a	nd N Law	ler Avenue	
Project Number:	C1628						
FROM:							
Maria V Cor	ntracting Inc	MBE _	Х	WBE	Х		
(Name of MBE or WBE)	)						
TO:							
MYS Incorporat	ed and	Public Building Co	ommissic	on of Chicad	10		
(Name of Bidder)		3		`	,		
The undersigned intend	ls to perform work in connecti	on with the above	-referenc	ced project	as (check or	ne):	
а	Sole Proprietor		Х	a Corpor	ation		
a	•			. a Joint V			
firm, a Schedule B, Join	In addition, in the nt Venture Affidavit, is provided repared to provide the follow eve-named project.	d.	-				
НМА							
The above-described s Contract Documents.	services or goods are offered	d for the following	g price,	with terms	of paymen	t as stipulated i	n the
244,036.30							

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

PARTIAL PAY ITEMS For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:					
If more space is needed to fully describe the MBE/WBB additional sheet(s).	E firm's proposed scope of work and/or payment schedule, attach				
SUB-SUBCONTRACTING LEVELS*  0 % of the dollar value of the MBE/WBE sub	ocontract will be sublet to non-MBE/WBE contractors.				
o % of the dollar value of the MBE/WBE sub	contract will be sublet to MBE/WBE contractors.				
	racting any of the work described in this Schedule, a zero (0) % percent of the value of the MBE/WBE subcontractor's scope potion of the work to be sublet must be provided.				
	greement for the above work with the Bidder, conditioned upon its ion of Chicago, and will do so within five (5) working days of receipt				
used in the performance of this contract, meet the Ager policy, codes, state, federal or local laws, rules or regula	knowledge and belief that it, its principals and any subcontractors ncy requirements and have not violated any City or Sister Agency ations and have not been subject to any debarment, suspension or additionally, if at any time the Contractor becomes aware of such assion.				
BY: Maria V Contracting Inc					
Name of MBE/WBE Firm (Print)  8/11/2025	Signature  Maria Villegas				
Date	Name (Print)				
312-656-6372 Phone					
IF APPLICABLE: BY:					
Joint Venture Partner (Print)	Signature				
Date	Name (Print) MBE WBE Non-MBE/WBE				

Phone



#### DEPARTMENT OF PROCUREMENT SERVICES

OCT 1 0 2023

Maria Villegas
Maria V. Contracting, Inc.
2818 N. 73<sup>rd</sup> Ct.
Elmwood Park, IL 60707

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Villegas:

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

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

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

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

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

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

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

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

#### NAICS Code(s):

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

238910 - Demolition Contractor

238910 - Excavation Contractors

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

562119 - Debris Removal Services

561990 - Flagging (i.e., traffic control) Services

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

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

Sincerely,

Tammi Morgan

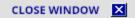
Contracting Equity Officer

TM/etm

(m

8/29/25, 3:39 PM B2Gnow

#### **Certified Profile**



**Print** 

#### **Business & Contact Information**

BUSINESS NAME Maria V. Contracting, Inc.

OWNER Ms. Maria Villegas

ADDRESS **6934 W Diversey Ave** 

Chicago, IL 60707 [map]

PHONE **312-720-9872** 

FAX **708-395-5603** 

EMAIL <u>office@mariavcontracting.com</u>

ETHNICITY Hispanic/Latino

#### **Certification Information**

CERTIFYING AGENCY City of Chicago

CERTIFICATION TYPE WBE - Women Business Enterprise

CERTIFICATION DATE 8/6/2025
RENEWAL DATE 8/1/2026
EXPIRATION DATE 8/1/2029

CERTIFIED BUSINESS DESCRIPTION 237310 Asphalt paving (i.e., highway, road, street, public sidewalk)

238910 Demolition contractor 238910 Excavation contractors

484220 Trucking, specialized freight (except used goods), local

561990 Flagging (i.e., traffic control) services

562119 Debris removal services

# **Commodity Codes**

Code	Description
NAICS 237310	Asphalt paving (i.e., highway, road, street, public sidewalk)
NAICS 238910	Demolition contractor
NAICS 238910	Excavation contractors
NAICS 484220	Trucking, specialized freight (except used goods), local

8/29/25, 3:39 PM B2Gnow

NAICS 561990	Flagging (i.e., traffic control) services	
NAICS 562119	Debris removal services	

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

This profile was generated on 8/29/2025

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

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	WPA RECONST	RUCTION W.BRYNMAWRAVE, NK	NAXON. NWOJ
Project Number:	22813, PBC	CONTRACT NO- C16:28	Comi
FROM: E4 Co N7 (Name of MBE or V	RACTOR INC VBE)	MBE <u>X</u> WBE <u>X</u>	
TO:			
MYS Incorpo (Name of Bidder)	orated an	nd Public Building Commission of Chicago	
The undersigned in	tends to perform work in connec	ction with the above-referenced project as (check one):	
	a Sole Proprietor	a Corporation	
	a Partnership	a Joint Venture	
プレイ 3 , 201 firm, a Schedule B,	. In addition, in t Joint Venture Affidavit, is provid		MBE/WBE
The undersigned is with the above-nam		g described services or supply the following described goods in c	onnection
	SEWERM	MIN AND WATERMAIN	
The above-describe	ed services or goods are offered	for the following price, with terms of payment as stipulated in the	e Contract
	399,006.00		
		:	

Date of Issue: 7/8/2025
PBC: C1628\_WPA Street Reconstruction - Bryn Mawr-Knox and Bryn Mawr-Lawler\_Book 1 Instructions to Bidders

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

PARTIAL PAY ITEMS For any of the above items that are partial pay items, specif	fically describe the work and subcontract dollar amount:
If more space is needed to fully describe the MBE/WBE fadditional sheet(s).	firm's proposed scope of work and/or payment schedule, attach
SUB-SUBCONTRACTING LEVELS*  % of the dollar value of the MBE/WBE subco	ontract will be sublet to non-MBE/WBE contractors.
% of the dollar value of the MBE/WBE subco	ontract will be sublet to MBE/WBE contractors.
	cting any of the work described in this Schedule, a zero (0) ercent of the value of the MBE/WBE subcontractor's scope of the work to be sublet must be provided.
	rement for the above work with the Bidder, conditioned upon its n of Chicago, and will do so within five (5) working days of receipt
in the performance of this contract, meet the Agency requi codes, state, federal or local laws, rules or regulations and	rledge and belief that it, its principals and any subcontractors used rements and have not violated any City or Sister Agency policy, d have not been subject to any debarment, suspension or other if at any time the Contractor becomes aware of such information,
BY:  E4 CONTRACTOR INC  Name of MBE/WBE Firm (Print)  08-05-2025  Date  773-716-5122  Phone	Signature DATTA PANDIT Name (Print)
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signature
Date Phone	Name (Print) MBE WBE Non-MBE/WBE



#### CITY OF CHICAGO

#### DEPARTMENT OF PROCUREMENT SERVICES

JUL 1/1 W3

Datta Pandit E4 Contractor, Inc. 9036 Oconto Ave. Morton Grove, IL 60053

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Pandit:

We are pleased to inform you that E4 Contractor, Inc. continues to be certified as a Minority-Owned Business Enterprise ("MBE") and Women-Owned Business Enterprise ("WBE") by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired June 15, 2023 and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an annual No-Change Affidavit each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your annual No-Change Affidavit 60 calendar days before your annual anniversary date of June 15<sup>th</sup>.

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

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

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

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

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

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

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

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

#### NAICS Code(s):

237110 - Water Sewer Line and Related Structures Construction

237310 - Culvert, Highway and Road Street Construction

237990 - Drainage Project Construction

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

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

Sincerely.

Tammi Morgan

Contracting Equity Officer

TM/etm 47

8/29/25, 3:39 PM B2Gnow

#### **Certified Profile**



**Print** 

#### **Business & Contact Information**

BUSINESS NAME E4 CONTRACTOR INCORPORATED

OWNER Datta Pandit

ADDRESS 9036 OCONTO AVE

MORTON GROVE, IL 60053 [map]

PHONE **224-717-1875** 

FAX **847-410-7884** 

EMAIL <u>tina@e4contractor.com</u>

ETHNICITY Asian American

#### **Certification Information**

CERTIFYING AGENCY City of Chicago

CERTIFICATION TYPE MBE - Minority Business Enterprise

CERTIFICATION DATE 7/21/2025
RENEWAL DATE 6/15/2026
EXPIRATION DATE 6/15/2026

CERTIFIED BUSINESS DESCRIPTION NAICS 237110 Water and Sewer Line and Related Structures Construction

NAICS 237310 Culverts, highway, and road street, construction

**NAICS 237990 Drainage project construction** 

# **Commodity Codes**

Code	Description
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 237310	Culverts, highway, road and street, construction
NAICS 237990	Drainage project construction

#### **Additional Information**

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

This profile was generated on 8/29/2025

# Not applicable PUBLIC BUILDING COMMISSION OF CHICAGO

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

Date: _	
Public Richard 50 W. V	rof, Executive Director ilding Commission of Chicago . Daley Center ashington Street, Room 200 IL 60602
Dear M	Giderof:
RE:	Contract No.
	Project Title:
The un MBE/W Minority	ance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. Prince provisions that it/we has/have been diligent in our attempt to identify potential subcontractors certified as E to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Vomen Business Enterprise contract goal. These efforts are described below and are consistent with the "Request r" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:
	tation attached: yes no
Based	the information provided above, we request consideration of this waiver request.
Sincere	
Signati	
Print N	ne
Title	
Name (	 Firm

Page 35 of 49

#### **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

Cor	ntract	or hereby certifies as follows:	
1.	This	s Disclosure relates to the following transaction:	
	a.	Description of goods or services to be provided under Contract	
2.	Nar	ne of Contractor:	
3.	EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.		
	Che	eck here if no such persons have been retained or are anticipated to be retained: X	
Ret	ainec	l Parties:	

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

Date of Issue: 7/8/2025 Page 36 of 49

- 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 imprediately disclose it to the Commission.

Signature	8/5/2025 Date
Taylor Yelnick	President
Name (Type or Print)	Title
Subscribed and sworn to before me this	, 20 <u>25</u> (SEAL)  OFFICIAL SEAL
Commission expires: 2/20/2028	JAMES C ARNOLD II Notary Public, State of Illinois Commission No. 987248 My Commission Expires February 20, 2028

Date of Issue: 7/8/2025 Page 37 of 49

Contract No. C1628

# PERFORMANCE AND PAYMENT BOND

Contract No.

Bond No. 30247167

C1628

KNOW ALL MEN BY THESE PRESENTS, that we, MYS Incorporated a Corporation organized and	existing under the
laws of the State of Illinois , with offices in the City of Palos Heights , State of Illinois	, as
Principal, and	
Western Surety Company	
151 N Franklin Street, Chicago, IL 60606	
a corporation organized and existing under the laws of the State of South Dakota, with offices in the State	ate of Illinois,
as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called	"Commission", in the
penal sum of THREE MILLION NINE HUNDRED SIXTY THOUSAND FIVE HUNDRED THIRTY-ONE DOL	LARS AND FORTY-
<u>ONE CENTS</u> for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors successors, jointly and severally, firmly by these presents.	s, administrators, and
The condition of this obligation is such that whereas the Principal entered into a certain Contract, here	to attached, with the
Commission, dated August 12, 2025, for the fabrication, delivery, performance and installation of:	
CDOT Works Progress Administration ("WPA") Street Reconstruction	•
West Bryn Mawr-North Knox Avenue/West Bryn Mawr-North Lawler Avenue	
Chicago, Illinois	

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

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

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the Date/Time Printed: 8/12/2025 1:09 PM
PPB\_MYS\_CDOT\_WPA\_BrynMawrKnoxBrynMawrLawler\_C1628\_P&PBond\_20250812\_FINAL
Page 1 of 4

Contract No. C1628

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

It is expressly understood and agreed that this Bond, in the penal sum of <u>THREE MILLION NINE HUNDRED SIXTY THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS AND FORTY-ONE CENTS</u> shall secure the payment of all sums due of and by the Principal under the Contract and guarantee the faithful performance of the Contract.

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

Contract No. C1628

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this August 14, 2025 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: CORPORATE SEAL ATTEST: MYS Incorporated Principal Title Title Western Surety Company Corporate Surety 151 N Franklin Street James: Modre, Attorney-in-fact **Business Address** Title Chicago, IL 60606 CORPORATE SEAL FOR CLAIMS (Please print): Contact Name: James Horan Business Address: 151 N Franklin Street, Chicago, IL 60606 Telephone: 630-719-6388 Fax: N/A 10.35/6.90/5.75 The rate of premium of this Bond is \$ per thousand. Total amount of premium charged is \$ 27,373.00

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

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

Contract No. C1628

#### **BOND APPROVAL**

BY	
Mary Pat Witry, Secretary	-
Public Building Commission of Chicago	

#### CERTIFICATE AS TO CORPORATE SEAL

I, Manssa Yelnick, certify that I am the	Secretary	of
MYS, Incommand as Principal in the foregoing performan	ce and paym	nent
bond, that Tay or Yelnick who signed on behalf of the Princip	oal was t	hen
of said corporation; that I know this pe	erson's signat	ure,
and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of sa	id corporation	າ by
authority of its governing body.		
Dated this 14th day of August , 20 25  CORPORATE SEAL ORPORATE		
SEAL ALINOIS		

State of Illinois

} ss.

County of DuPage

On <u>August 14, 2025</u>, before me, <u>Maria A. Gonzalez</u>, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, <u>James I. Moore</u>, known to me to be Attorney-in-Fact of <u>Western Surety Company</u>, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 25, 2026

Maria A. Gonzalez, Notary Public

Commission No. 882909

OFFICIAL SEAL
MARIA A GONZALEZ
NOTARY PUBLIC, STATE OF ILLINOIS
WILL COUNTY
MY COMMISSION EXPIRES 09/25/2026

# Western Surety Company

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

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J McComb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of April, 2024.

WESTERN SURETY COMPANY

State of South Dakota
County of Minnehaha

On this 1st day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC SEAL
SOUTH DAKOTA

M. Bent

M. Bent, Notary Public

Larry Kasten, Vice President

#### **CERTIFICATE**

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of Aug 2025.



WESTERN SURETY COMPANY

aula Kolsrud Assistant Secretary

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

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

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

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

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

#### **Document Submittal Checklist**

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

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

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# EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE MAY 19, 2025 (Current as of July 8, 2025)

Please click on the link below:

**Cook County** 

(Remainder of Page Intentionally Left Blank)

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#### **EXHIBIT #2 INSURANCE REQUIREMENTS**

# C1628 – WPA STREET RECONSTRUCTION (W. BRYN MAWR AVE. - N. KNOX AVE./W. BRYN MAWR AVE. - N. LAWLER AVE.) PBC PROJECT #22813 CDOT PROJECTS #B-5-254 AND #B-5-253

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

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

#### A. INSURANCE TO BE PROVIDED

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

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

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

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

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

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

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

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

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#### 4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

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

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

#### 5) Professional Liability

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

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

#### 6) Builders Risk/Installation Floater

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

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

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

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#### 7) Railroad Protective Liability (if applicable)

When work is to be performed within fifty (50) feet of the rail right-of-way, Contractor shall ensure that Railroad Protective Liability insurance be maintained with limits of not less than \$2,000,000.00 per occurrence, and that the name of the railroad or transit entity remains in force during the course of construction of the project entity 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.

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

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

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

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

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

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

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

Contractor must submit the following at the time of award:

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

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

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#### CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 5

DATE (MM/DD/YYYY) 8/20/2025

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	CONTACT NAME: Basia Bielski, CISR, CRIS, TRIP		
Marsh & McLennan Agency, LLC 20 N Martingale Rd	PHONE (A/C, No, Ext): 847 908 8715 FAX (A/C, No):		
Schaumburg IL 60173	E-MAIL ADDRESS: Basia.Bielski@MarshMMA.com		
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: AMERISURE INSURANCE COMPANY	19488	
INSURED MYSINCO-	INSURER B: Amerisure Mutual Insurance Com	23396	
MYS, Inc. SCY Concrete Construction	INSURER C: WESTCHESTER FIRE INSURANCE COM	10030	
12416 S Harlem Ave	INSURER D:		
Suite 101	INSURER E :		
Palos Heights IL 60463	INSURER F:		

#### **COVERAGES CERTIFICATE NUMBER:** 51671059 **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		ADDL SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
А	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		CPP21284480001	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		CA40006810001	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
В	X UMBRELLA LIAB X OCCUR		CU21284490002	8/1/2025	8/1/2026	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED X RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC40006820001 WC40006830001	8/1/2025 8/1/2025	8/1/2026 8/1/2026	X PER OTH- STATUTE ER	
''	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	WC4000830001	0/1/2023	0/1/2020	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A C	Leased & Rented Equipment Pollution Liability		CPP21284480001 G48794208001	8/1/2025 10/7/2024	8/1/2026 10/7/2025	\$300,000 \$2,000,000	DED \$500 DED \$2,500

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

RE: Project: CONTRACT NO. C1628

WORKS PROGRESS ADMINISTRATION ("WPA")
STREET RECONSTRUCTION (W. BRYN MAWR AVE. - N. KNOX AVE./W. BRYN MAWR AVE.- N. LAWLER AVE.)

PBC PROJECT #22813 / CDOT PROJECTS #B-5-254 AND B-5-253

The following are additional insured for the General Liability and Auto Liability policy where required by written contract or agreement subject to the provisions and limitations of the policies per policy terms and conditions:

CERTIFICATE HOLDER
--------------------

#### CANCELLATION

Public Building Commission Procurement Department APPROVED Richard J. Daley Center

Room 200 **JLB** 

8/20/2025

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

time tallake

COI\_MYSInc\_DBBSvcs\_C1628\_JLB\_20251007

Chicago IL 60602

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ACORD 25 (2016/03)

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**AGENCY CUSTOMER ID: MYSINCO-01** 

LOC #:

<b>ACORD</b>

### **ADDITIONAL REMARKS SCHEDULE**

Page	1	of	1
гаус	- 1	UI	- 1

Marsh & McLennan Agency, LLC		NAMED INSURED MYS, Inc. SCY Concrete Construction 12416 S Harlem Ave Suite 101 Palos Heights IL 60463	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

EFFECTIVE DATE:
ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
Public Building Commission of Chicago, the City of Chicago, the City of Chicago Department of Transportation, and any other entity as required by the Public Building Commission of Chicago, their respective Board members, employees, elected officials, officers, or representatives.
Primary Non-Contributory coverage applies to the General Liability and Auto Liability policy where required by written contract or agreement per policy terms and conditions. Waiver of Subrogation in favor of the following applies to the General Liability, Auto Liability, and Workers Compensation where required by written contract or
Cancellation provision applies to the General Liability, Auto Liability, and Workers Compensation per policy terms and conditions.

COI\_MYSInc\_DBBSvcs\_C1628\_JLB\_20251007

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

# CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP21284480001	Agency Number 0295855	Policy Effective Date 08/01/2025
Policy Expiration Date 08/01/2026	Date 08/01/2025	Account Number
Named Insured MYS, INC	Agency MARSH MCLENNAN AGENCY	Issuing Company AMERISURE INSURANCE COMPANY

#### A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

- 1. Any person oronganization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".
- 2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
  - **a.** such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
  - b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

- 1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
- 2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

- B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph A.1 is limited as follows:
  - 1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.
  - 2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
  - 3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".
  - 4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- **C.** The insurance provided to an additional insured under this endorsement does not apply to:
  - 1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".
  - 2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
    - **a.** The preparing, approving, or failing to prepare or approve:
      - (1) Maps;
      - (2) Drawings;
      - (3) Opinions;
      - (4) Reports;
      - (5) Surveys;
      - (6) Change orders;

- (7) Design specifications; and
- **b.** Supervisory, inspection, or engineering services.
- **D.** The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance** is deleted and replaced with the following:

#### 4. Other Insurance.

- **a.** Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:
  - (1) Primary;
  - (2) Excess;
  - (3) Contingent; or
  - (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph **b**. Method of Sharing below.

#### b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### 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:

MYS INCORPORATED 12416 S HARLEM AVE SUITE 101 PALOS HEIGHTS IL 60463

LICENSE CLASS: (B) \$10,000,000 PROJECT CEILING



LICENSE NUMBER: TGC142859

CERTIFICATE NUMBER: GC142859-1

FEE:

\$ 1000

DATE ISSUED:

09/05/2025

DATE EXPIRES:

09/05/2026

### THIS LICENSE IS NON-TRANSFERABLE

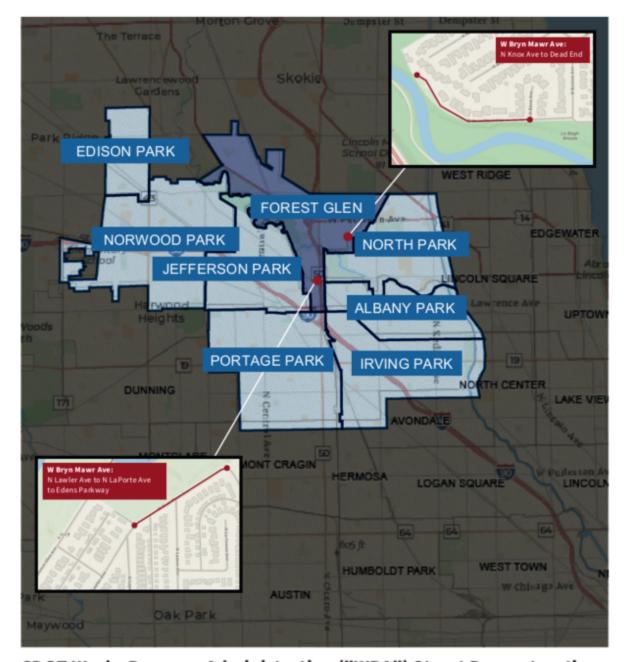
THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE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

Brandon Johnson

Mayor

Marlene Hopkins Commissioner

#### **EXHIBIT #3 – PROJECT COMMUNITY AREA MAP**



CDOT Works Progress Administration ("WPA") Street Reconstruction (W. Bryn Mawr Ave. - N. Knox Ave / W. Bryn Mawr Ave. - N. Lawler Ave.

Project Location

Project Area

Community Areas

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

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

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

#### African American Contractors Association

514 E. 95th Street Chicago, IL 60619 Omar Shareef 312-446-5984 aacanatlassoc@gmail.com www.aacanatl.org

#### Chatham Business Association: Small Business Development, Inc.

800 E 78th St QGB Building 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) 258-8500 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; Cindy Patino, (773) 900-2095 cpatino@haciaworks.org; ncintron@haciaworks.org haciaworks.org

#### South Shore Chamber, Inc.

1750 E 71st St Chicago, IL 60649 Tonya Trice (773) 955-9508 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

#### Chicago Cook Workforce Partnership

69 W Washington Street Suite 2860 Chicago, IL 60602 Claudia Cattouse ccattouse@chicookworks.org 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**

8745 W. Higgins Road Suite 110 Chicago, IL 60631 Jaemie Neely (312) 360-1122 info@fwcchicago.com fwcchicago.com

#### Illinois Black Chamber of Commerce

411 Hamilton Blvd, #1404 Peoria, IL 61602 Larry Ivory & Janis Ivory (309) 740-4430 larryivory@illinoisblackchamber.org, jivory@ilbcc.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

140 S. Dearborn Street Suite 1605 Chicago, IL 60603 Neda Sharp (312) 755-2554 nsharp@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

2540 S State Street Chicago, IL 60616 Deborah Whitaker (312) 575-2500 dwhitaker@hire360chicago.com Hire360Chicago.com

#### Rainbow/PUSH Coalition

930 E 50th St Chicago, IL 60615 John Mitchell (773) 256-2766 imitchell@rainbowpush.org rainbowpush.org

#### **U.S. Minority Contractors Association**

1250 S. 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 (312) 613-1139 mkm@mkmservices.com wcoeusa.org

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

Conforms with The American Institute of Architects AIA Document 310

#### **Bid Bond**

**CONTRACTOR:** 

(Name, legal status and address)

MYS, Inc.

12416 South Harlem Ave., Suite 101

Palos Heights, IL 60463

OWNER:

(Name, legal status and address) Public Building Commission of Chicago 50 West Washington Street, Room 200

Chicago, IL 60602

**BOND AMOUNT: \$** 

5%

Five Percent of Amount Bid

PROJECT:

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

PBC C1628, WPA W. Bryn Mawr Ave. N. Knox Ave. and N. Lawler Ave

SURETY:

(Name, legal status and principal place of business)

Western Surety Company 801 Warrenville Road

Lisle, IL 60532

**Mailing Address for Notices** 

1411 Opus Place, Suite 450 Downers Grove, Illinois 60515 This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

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

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

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

> MYS, Inc. (Principal)

Signed and scaled this

day of August, 2025

President

Western Surety Company

(Surety)

Attorney-in-Fact

(Seal)

State of	Illinois			
County of	DuPage			

#### SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Maria A. Gonzalez Notary Public of DuPage County, in the State of Illinois ,

do hereby certify that James I. Moore Attorney-in-Fact, of the Western Surety Company

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

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

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

Western Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 5th day of August , 2025 .

OFFICIAL SEAL MARIA A GONZALEZ NOTARY PUBLIC, STATE OF ILLINOIS WILL COUNTY MY COMMISSION EXPIRES 09/25/2028

Notary Public

Maria A. Gonzalez

My Commission expires:

September 25, 2026

## Western Surety Company

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

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint James I. Moore

Individually

of Downers Grove, IL , its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

Surety Bond No: Bid Bond

Principal: MYS, Inc.

Obligee: Public Building Commission of Chicago

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.

WESTERN SURETY COMPANY

State of South Dakota
County of Minnehaha
Ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC SEAL SOUTH DAKOTA

M. Bent

M. Bent. Notary Public

Larry Kasten, Vice President

#### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of August , 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

#### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

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

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

Go to <a href="www.cnasurety.com">www.cnasurety.com">www.cnasurety.com</a> Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.





October 9, 2024

1411 Opus Place, Suite 450 Downers Grove, IL 60515 (630) 468-5600 www.hubinternational.com

Chicago Department of Transportation 2 N. LaSalle Steet Chicago, IL 60602

Re: MYS, Inc. -Prequalification

To Whom It May Concern,

It is with great pleasure that I provide this bondability letter in support of our valued client, MYS, Inc., located in Palos Heights, IL, for whom we have been providing surety support and services for 20+ years. All their obligations have been handled very favorably, and we highly recommend them to any obligee. Throughout our history with this client, there have been no instances of claims or problems on any job.

Their surety company is Western Surety Company, Treasury listed, with an A.M. Best rating of A/XIV ("excellent").

The surety company has indicated its willingness to support this contractor for single bond limits up to \$5,000,000.00 and an aggregate bond program up to \$15,000,000 with more than half of their total capacity available.

The surety's consideration and issuance of bonds is a matter solely between MYS, Inc. and Western Surety Company, and the surety assumes no liability to third parties or to you by the issuance of this letter. In accordance with normal practices, surety support is subject to surety's analysis of the most current underwriting information available at the time a request is made, surety's review and acceptance of the contract, evidence of the owner's full financing and use of acceptable bond forms. Therefore, this letter should not be construed as a commitment to issue a specific bond or bonds; rather, it is an indication of the surety's ongoing support for this exceptional contractor.

If you require additional information, please feel free to contact me.

Sincerely,

HUB INTERNATIONAL MIDWEST, LTD

Kelly A. Gardner Account Executive