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TO BE EXECUTED IN DUPLICATE WHEN SUBMITTED VIA HARD COPY

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1633

**CHICAGO DEPARTMENT OF TRANSPORTATION ('CDOT') CAPITAL PROGRAM
ALLEYS (VARIOUS LOCATIONS) – PACKAGE 10**

**PBC PROJECTS #22961, #22962, #22963 AND #22964
CDOT PROJECT #U-6-242**

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
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ISSUED FOR BID ON: 7/10/2026

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

PUBLIC BUILDING COMMISSION OF CHICAGO

TABLE OF CONTENTS

I.	INTRODUCTION.....	4
II.	PROJECT INFORMATION	4
	A. GENERAL INFORMATION.....	4
	B. MANDATORY PROJECT SPECIFIC CONTRACTOR STAFFING REQUIREMENTS.....	6
	C. SCHEDULING SOFTWARE REQUIREMENTS	6
	D. ONLINE COLLABORATION AND DOCUMENTATION MANAGEMENT SYSTEM REQUIREMENTS	6
	E. TIME OF COMPLETION	6
	F. COMMISSION'S CONTRACT CONTINGENCY	6
	G. COPIES OF DRAWINGS AND SPECIFICATIONS	6
	H. LIQUIDATED DAMAGES.....	6
	I. PREVAILING WAGE RATES.....	7
III.	INSTRUCTIONS FOR BIDDERS.....	7
	A. EXAMINATION OF DOCUMENTS BY BIDDER.....	7
	B. INTERPRETATIONS OF ADDENDA.....	7
	C. PRE-QUALIFICATION OF BIDDERS	7
	D. EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER.....	7
	E. PREPARATION OF BID	8
	F. BID DEPOSIT	8
	G. BIDDER'S EXECUTION OF BID.....	9
	H. AFFIDAVIT OF NON-COLLUSION	9
	I. MBE AND WBE COMMITMENTS.....	9
	J. LOCAL BUSINESS SUBCONTRACTING PARTICIPATION AND COMMUNITY HIRING.....	9
	K. DISCLOSURE OF RETAINED PARTIES	10
	L. SUBMISSION OF BID	10
	M. WITHDRAWAL OF BIDS BEFORE BID OPENING	10
	N. OPENING OF BIDS	10
	O. EVALUATION OF BIDS	10
	P. BASIS OF AWARD	10
	Q. PERFORMANCE AND PAYMENT BOND AND INSURANCE	11
	R. PROTESTS	11
	S. LICENSING	11
	T. AWARD OF CONTRACT, CANCELLATION, OR REJECTION OF BIDS	12
	U. ALTERNATES.....	12
IV.	BID AND EXECUTION DOCUMENTS	13
	A. CONTRACTOR'S BID.....	13
	B. BID FORM – CHICAGO DEPARTMENT OF TRANSPORTATION ('CDOT') CAPITAL PROGRAM – ALLEYS (VARIOUS LOCATIONS) – PACKAGE 10.....	14

PUBLIC BUILDING COMMISSION OF CHICAGO

C. LIST OF ALLOWANCES.....	16
D. ALTERNATES.....	16
E. SCHEDULE OF PRICES	17
F. ACCEPTANCE OF THE BID.....	26
V. BID SUPPORT DOCUMENTS.....	27
A. BASIS OF AWARD (AWARD CRITERIA FIGURE)	27
VI. ADDITIONAL DOCUMENTS TO BE EXECUTED	31
Affidavit of Non-collusion.....	31
SCHEDULE B - Joint Venture Affidavit (1 of 3).....	32
SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)	35
SCHEDULE E - Request for Waiver from MBE/WBE Participation	39
Disclosure of Retained Parties.....	40
Performance and Payment Bond	42
Bond Approval.....	45
DOCUMENT SUBMITTAL CHECKLIST	46
EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE MAY 21, 2026	47
(CURRENT AS OF JULY 10, 2026).....	47
EXHIBIT #2 INSURANCE REQUIREMENTS	48
EXHIBIT #3 PROJECT COMMUNITY AREA MAP.....	52
EXHIBIT #4 ASSIST AGENCIES.....	53

I. INTRODUCTION

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

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

II. PROJECT INFORMATION

A. General Information

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

CONTRACT NO. C1633

**CHICAGO DEPARTMENT OF TRANSPORTATION ('CDOT') CAPITAL PROGRAM
ALLEYS (VARIOUS LOCATIONS) – PACKAGE 10**

**PBC PROJECTS #22961, #22962, #22963 AND #22964
CDOT PROJECT #U-6-242**

2. General Description of Scope of Work:

The Project includes reconstruction of alley sewers, subgrade and pavement utilizing recycled construction materials and methods implemented by the City of Chicago, full depth alley pavement reconstruction. In addition, the Work includes proper handling and disposal of onsite material, portland cement concrete base course, hot-mix asphalt surface course, sewer and drainage structures, sewer cleaning and televising, vortex restrictors, concrete curb and gutter, concrete sidewalks and ADA Ramps various depths, concrete driveways, concrete garage aprons, concrete alleys, pre-molded rubber Speed Bumps, permeable concrete block pavers (E. 79th St. and E.73rd St), bedding & void opening aggregates for permeable concrete block pavers, geotechnical fabric, topsoil, and hydraulic seeding.

Contractor will be required to prepare a Phasing and Logistics Plan within 30 days of Notice to Proceed (NTP) for review and approval by CDOT and PBC, prior to the mobilization and commencement of any Work.

Contractor shall provide critical submittals, including sewer and drainage structures, and pavers as applicable, within 30 days of issuance of the NTP. On-site construction work at each alley location must be completed within 45 calendar days from commencement of work for alleys without concrete block pavers and 60 days for alleys that include concrete block pavers.

3. Construction Budget for Base Work Only: \$5,500,000.00 to \$5,600,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: City of Chicago – Department of Transportation (CDOT)
5. Projects are located in Wards: Ward 7 (E. 79th St.), Ward 7 (E. 95th St.), Ward 7 (E. 73rd St.) and Ward 9 (E. 108th St.).
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
7. Requests for Information: Bidders are to submit requests for information, in writing, via email to the attention of Ms. Dee Taylor, PBC Contract Officer at: dee.taylor@cityofchicago.org.

8. **Contract Documents Availability:** Documents are available at: BluEdge, 650 West Lake Street, Suite 110, Chicago, Illinois 60661. Contact name: Jesus Favela Telephone number: (312) 445-8865 or Email: jesus.favela@bluedge.com
Planroom: <https://www.bluedgebuild.com/>
9. **Pre-Bid Meeting Date, Time, and Location:** Tuesday, July 21, 2026, 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:** Tuesday, July 21, 2026, 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 Scheduled**
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, 10, and 11 above are NOT mandatory.
 - b. Subcontractors and Suppliers are encouraged to attend the meetings.
 - c. Proper PPE must be worn at all times on the site.
12. **Bid Due Date and Public Bid Opening Date, Time, and Location:** Bids Due: Bids are due **Wednesday, August 5, 2026 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: <https://www.youtube.com/@publicbuildingcommissionof8045>
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 **Friday, August 7, 2026, at 10:00a.m.** via Teams virtual meeting platform. Meeting details will be issued by the Contract Officer to the Lowest Apparent Bidder.
For the Pre-Award Meeting, the Lowest Responsive and Responsible Bidder shall be required to:
 - a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
 - b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D
 - c. Provide and be prepared to discuss the Schedule of Values for the project
 - 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 2026 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:	CDOT CAPITAL PROGRAM - Alleys (Various Locations) - Package 10
Meeting Phone Number:	1-312-626-6799
Meeting ID:	872 4152 8946
Meeting Passcode:	None required

B. Mandatory Project Specific Contractor Staffing Requirements

The Contractor shall assign a Project Manager and/or a Superintendent to the Project effective as of the date of Notice to Proceed and effective until Final Acceptance. The Project Manager and/or Superintendent must be at the Project Site full time from the date of commencement of construction activities through Final Completion and Acceptance of the Work (including the completion of all Punch List Work.) 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 27, 2026. Schedule Milestones must be completed as follows:

Milestone Descriptions	Milestone Dates
Schedule Milestone #1: Pre-Construction, including Construction Submittals, Material and Equipment Procurement, Schedule Preparation/issuance, Mobilization and Utility coordination and CDOT permitting for Projects #22961, #22962, #22963, and #22964 (Start no sooner than August 11, 2026)	9/14/2026
Substantial Completion Alley reconstruction and associated Work for Projects #22961, #22962, #22963, and #22964 (Start no sooner than September 1, 2026)	11/27/2026
Schedule Milestone #2: New Landscaping (Start no sooner than October 1, 2026)	11/27/2026

F. Commission's Contract Contingency

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

G. Copies of Drawings and Specifications

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

H. Liquidated Damages

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

Liquidated Damages being assessed each and every Day after the time stipulated in the Contract for completing the Work.

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

I. Prevailing Wage Rates

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site <https://www.labor.illinois.gov> 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 **Tuesday, July 28, 2026**.

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: dee.taylor@cityofchicago.org.

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

C. Pre-Qualification of Bidders

{INTENTIONALLY OMITTED}

D. Evidence of Continuing Qualifications of Bidder

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

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

E. Preparation of Bid

1. A fully searchable .pdf of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of 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
 - f. Affidavit of Non-collusion
 - g. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
 - h. Schedule C – Letter of Intent from MBE/WBE
 - i. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
 - j. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
 - k. Proof of ability to Provide Payment and Performance Bond
 - l. Proof of ability to Provide Insurance
 - m. General Contractors License
7. The Apparent Low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

F. Bid Deposit

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

G. Bidder's Execution of Bid

1. The Bidder must execute the Bid in two (2) original counterparts.
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.
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
 - a. General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - b. General Contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
3. Community Hiring Requirement. At least 7.5% of the project labor must be performed by "Project Community Residents" as defined in Section II.A.6 and included on the "Project Community Area Map" in Exhibit #3. The aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract may be

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

4. {INTENTIONALLY OMITTED}

K. Disclosure of Retained Parties

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

L. Submission of Bid

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

M. Withdrawal of Bids before Bid Opening

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

N. Opening of Bids

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

O. Evaluation of Bids

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

P. Basis of Award

1. Award will be made to the Responsible Bidder submitting the Lowest Grand Total Award Criteria Figure (Line 18 of Bid Form) whose corresponding Grand Total Base Bid (Line 17 of Bid Form) is within the Available Funds for each alley 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

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

R. Protests

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

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

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

S. Licensing

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

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

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

U. Alternates

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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. C1633, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d) Plans and Drawings, and e) Addenda Nos. (None unless indicated here)

ADDENDUM #1, ADDENDUM #2

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 **CHICAGO DEPARTMENT OF TRANSPORTATION (CDOT) CAPITAL PROGRAM – ALLEYS (VARIOUS LOCATIONS) – PACKAGE 10** 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.

B. BID FORM – CHICAGO DEPARTMENT OF TRANSPORTATION ('CDOT') CAPITAL PROGRAM – ALLEYS (VARIOUS LOCATIONS) – PACKAGE 10

Bidders MUST use the Excel File available to bidders from the BluEdge Planroom:- <https://www.bluedgebuild.com/> or the PBC Website: <https://pbcchicago.com/opportunities/cdotalleyspackage10/> to ensure accurate calculations for the Total Base Bid and Total Award Criteria. Please follow instructions on the Bid Form.

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B. BID FORM - CHICAGO DEPARTMENT OF TRANSPORTATION (CDOT) CAPITAL PROGRAM – ALLEYS (VARIOUS LOCATIONS) – PACKAGE 10

PROJECT NAME: Chicago Department of Transporation (CDOT) - Alleys (Various Locations) Package 10			
LOCATION: Various Locations			
CONTRACT NO: C1633			
PROJECT NO(S): 22961 22962 22963 22964 (4 Locations)			
FIRM NAME: SUMIT CONSTRUCTION CO., INC.			
BID FORM			
Bidders MUST use the Excel File available to bidders from the BluEdge Planroom: (https://www.bluedgebuild.com/) or the PBC Website: (https://pbcchicago.com/opportunities/cdotalleyspackage10/) to ensure accurate calculations for the Total Base Bid and Total Award Criteria. Please follow instructions on the Bid Form.			
E. 79TH STREET	LINE	DESCRIPTION	AMOUNT
	22961 - E. 79TH STREET		
	1	Base Work Only	\$ 1,374,788.50
	2	Commission's Contract Contingency	\$ 405,000.00
	3	Sitework Allowance	\$ 25,000.00
	4	TOTAL BASE BID	\$ 1,804,788.50
	Accepted by the Commission ☐		
E. 95TH STREET	LINE	DESCRIPTION	AMOUNT
	22962 - E. 95TH STREET		
	5	Base Work Only	\$ 746,589.00
	6	Commission's Contract Contingency	\$ 160,000.00
	7	Sitework Allowance	\$ 25,000.00
	8	TOTAL BASE BID	\$ 931,589.00
	Accepted by the Commission ☐		
E. 73RD STREET	LINE	DESCRIPTION	AMOUNT
	22963 - E. 73RD STREET		
	9	Base Work Only	\$ 531,819.50
	10	Commission's Contract Contingency	\$ 145,000.00
	11	Sitework Allowance	\$ 25,000.00
	12	TOTAL BASE BID	\$ 701,819.50
	Accepted by the Commission ☐		
E. 108TH STREET	LINE	DESCRIPTION	AMOUNT
	22964 - E. 108TH STREET		
	13	Base Work Only	\$ 517,690.50
	14	Commission's Contract Contingency	\$ 115,000.00
	15	Sitework Allowance	\$ 25,000.00
	16	Brick Paver Allowance	\$ 5,000.00
	17	TOTAL BASE BID	\$ 662,690.50
Accepted by the Commission ☐			
	LINE	DESCRIPTION	TOTAL AMOUNTS
	18	GRAND TOTAL BASE BID - ALL ALLEYS (Total of Lines 4, 8, 12, 17)	\$ 4,100,887.50
	19	GRAND TOTAL AWARD CRITERIA FIGURE - ALL ALLEYS	\$ 3,852,783.81
(Provide Legal Name and address of Surety)			
Name:		TRAVELERS CASUALTY AND SURETY COMPANY	
Address:		ONE TOWER SQUARE HARTFORD, CT 06183	
BIDDER'S INFORMATION			
Firm Name:		SUMIT CONSTRUCTION CO., INC.	
Date:		8/5/2026	
NOTES/INSTRUCTIONS			
Prior to submitting your bid electronically, please do the following:			
Light Gray	Base Work Only	Base Work Only (Lines 1, 5, 9, and 13) automatically poulates from each Schedule of Prices Worksheet	
Light Blue	Contingency(ies)	Amount is fixed and will automatically calculate to determine Total Base Bid (Total of All Alleys)	
Light Yellow	Allowance(s)	Amount is fixed and will automatically calculate to determine Total Base Bid (Total of All Alleys)	
Maroon	Grand Total Base Bid	Equals Total of Lines 4, 8, 12, and 17). Total Base Bid automatically populates.	
Blue	Grand Total Award Criteria Figure	Based on Line 18 (Grand Total Base Bid figure). Grand Total Award Criteria Figure (Line 19) automatically populates from Award Criteria Figure Worksheet.	

C. LIST OF ALLOWANCES

This Project includes the following allowances:

1. Site Work Allowance in the amount of \$100,000.00 (\$25,000.00 for each alley location)
2. Brick Paver Allowance in the amount of \$5,000 for E. 108th Street (Project #22964)

NOTES:

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

D. ALTERNATES

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E. SCHEDULE OF PRICES

The Schedule of Prices must be completed by the bidder and 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.

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SCHEDULE OF PRICES						
CHICAGO DEPARTMENT OF TRANSPORTATION (CDOT) CAPITAL PROGRAM - ALLEYS (VARIOUS LOCATIONS) - PACKAGE 10						
LOCATION: E. 79TH STREET/E. 81ST STREET/S. KINGSTON AVENUE/S. COLFAX AVENUE						
CDOT PROJECT NO.: #U-6-242/PBC PROJECT NO.: 22961						
PBC CONTRACT: C1633						
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 materially unbalanced will be rejected.						
Line	Code Number	Description	Unit	Estimated Quantity	Unit Price	Cost
1	*****	EARTH EXCAVATION (SOIL TO CCDD FACILITY)	CU YD	973	\$99.00	\$96,327.00
2	*****	EARTH EXCAVATION (SOIL TO LANDFILL)	CU YD	857	\$99.00	\$84,843.00
3	*****	PAVEMENT REMOVAL	SQ YD	42	\$25.00	\$1,050.00
4	44000300	DRIVEWAY AND ALLEY RETURN PAVEMENT REMOVAL	SQ YD	147	\$25.00	\$3,675.00
5	44000500	CURB REMOVAL	FOOT	181	\$5.50	\$995.50
6	44000600	COMBINATION CURB AND GUTTER REMOVAL	FOOT	186	\$5.50	\$1,023.00
7	*****	SIDEWALK REMOVAL	SQ FT	671	\$2.50	\$1,677.50
8	*****	ALLEY PAVEMENT REMOVAL	SQ YD	3143	\$30.00	\$94,290.00
9	*****	GARAGE APRON REMOVAL	SQ FT	3775	\$2.50	\$9,437.50
10	*****	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	126	\$40.00	\$5,040.00
11	31101100	SUB-BASE GRANULAR MATERIAL, TYPE B	CU YD	552	\$95.00	\$52,440.00
12	20800150	TRENCH BACKFILL	CU YD	131	\$96.00	\$12,576.00
13	*****	PERVIOUS AGGREGATE SUBBASE OR FILL	CU YD	353	\$115.00	\$40,595.00
14	*****	BEDDING AND VOID OPENING AGGREGATES FOR PERMEABLE PAVERS	CU YD	23	\$450.00	\$10,350.00
15	*****	CRUSHED STONE (TEMPORARY USE)	TON	80	\$95.00	\$7,600.00
16	35300300	PORTLAND CEMENT CONCRETE BASE COURSE, 8 IN	SQ YD	12	\$110.00	\$1,320.00
17	35300500	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE BASE COURSE, 8 IN	SQ YD	43	\$110.00	\$4,730.00
18	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE ALLEY PAVEMENT, 8 IN	SQ YD	0	\$0.00	\$0.00
19	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY AND ALLEY RETURN PAVEMENT, 8 IN	SQ YD	97	\$117.00	\$11,349.00
20	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE GARAGE APRON, 8 IN	SQ FT	3775	\$13.50	\$50,962.50
21	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN	SQ FT	453	\$15.00	\$6,795.00
22	*****	PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN	SQ FT	485	\$11.00	\$5,335.00
23	*****	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 5 IN	SQ FT	186	\$11.00	\$2,046.00
24	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE ADA CURB RAMP, 8 IN	SQ FT	0	\$0.00	\$0.00
25	*****	DRILL AND GROUT DOWEL AND TIE BARS	EACH	469	\$8.50	\$3,986.50
26	*****	PORTLAND CEMENT CONCRETE COLLAR FOR PERMEABLE BLOCK PAVERS	SQ FT	21132	\$16.00	\$338,112.00
27	*****	PERMEABLE CONCRETE BLOCK PAVERS	SQ FT	7148	\$10.00	\$71,480.00
28	*****	BITUMINOUS MATERIALS (TACK COAT)	POUND	78	\$5.00	\$390.00
29	*****	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LH, MIX "C", N30 (CDOT)	TON	15	\$325.00	\$4,875.00
30	40600290	HOT-MIX ASPHALT SURFACE COURSE, PATCH, N30 (6 FT OR LESS)	TON	5	\$325.00	\$1,625.00
31	*****	CONCRETE CURB, TYPE B	FOOT	220	\$41.00	\$9,020.00
32	40604062	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE COMBINATION CURB AND GUTTER, TYPE B-V.12	FOOT	135	\$41.00	\$5,535.00
33	*****	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	52	\$41.00	\$2,132.00
34	*****	MANHOLE, 3 FT DIAMETER, TYPE A, FRAME AND CLOSED LID (CITY OF CHICAGO)	EACH	2	\$16,200.00	\$32,400.00
35	60600605	CATCH BASIN, TYPE A, 4 FT DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	4	\$12,600.00	\$50,400.00
36	*****	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	3	\$900.00	\$2,700.00
37	*****	VORTEX RESTRICTOR	EACH	2	\$540.00	\$1,080.00
38	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 8 IN	FOOT	56	\$264.00	\$14,784.00
39	*****	STORM SEWERS, DUCTILE IRON PIPE, 8 IN	FOOT	0	\$0.00	\$0.00

Line	Code Number	Description	Unit	Estimated Quantity	Unit Price	Cost
40	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 12 IN	FOOT	391	\$252.00	\$98,532.00
41	*****	STORM SEWERS, DUCTILE IRON PIPE, 12 IN	FOOT	528	\$324.00	\$171,072.00
42	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 18 IN	FOOT	0	\$0.00	\$0.00
43	*****	EXISTING SEWER TO BE REMOVED	FOOT	0	\$0.00	\$0.00
44	*****	REMOVING MANHOLES	EACH	1	\$960.00	\$960.00
45	*****	REMOVING CATCH BASINS	EACH	1	\$960.00	\$960.00
46	*****	SEWER CLEANING AND TELEVISIONING (24 IN DIAMETER OR LESS)	FOOT	433	\$36.00	\$15,588.00
47	*****	GEOTECHNICAL FABRIC	SQ YD	3045	\$6.00	\$18,270.00
48	*****	PULVERIZED TOPSOIL MIX	CU YD	8	\$120.00	\$960.00
49	60100085	HYDRAULIC SEEDING, CLASS 1A	SQ YD	32	\$42.00	\$1,344.00
50	*****	CONSTRUCTION SIGNS	SQ FT	64	\$30.00	\$1,920.00
51	*****	PREMOLDED RUBBER SPEED HUMPS	EACH	6	\$780.00	\$4,680.00
52	*****	REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY	EACH	1	\$150.00	\$150.00
53	*****	MEMBRANE WATERPROOFING	SQ FT	1456	\$8.50	\$12,376.00
54	*****	ENGINEER'S FIELD OFFICE	CAL MO	1	\$5,000.00	\$5,000.00
55	TOTAL FOR 22961/#U-6-242 - E. 79TH STREET					\$ 1,374,788.50

SCHEDULE OF PRICES

CHICAGO DEPARTMENT OF TRANSPORTATION (CDOT) CAPITAL PROGRAM - ALLEYS (VARIOUS LOCATIONS) - PACKAGE 10

LOCATION: E. 95TH STREET/E. 96TH STREET/S. MERRION AVENUE/S. OLGLESBY AVENUE

CDOT PROJECT NO.: #U-6-242 /PBC PROJECT NO.: 22962

PBC CONTRACT: C1633

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 materially unbalanced will be rejected.

Line	Code Number	Description	Unit	Estimated Quantity	Unit Price	Cost
1	*****	EARTH EXCAVATION (SOIL TO CCDD FACILITY)	CU YD	0	\$0.00	\$0.00
2	*****	EARTH EXCAVATION (SOIL TO LANDFILL)	CU YD	1230	\$109.00	\$134,070.00
3	*****	PAVEMENT REMOVAL	SQ YD	0	\$0.00	\$0.00
4	44000300	DRIVEWAY AND ALLEY RETURN PAVEMENT REMOVAL	SQ YD	19	\$43.50	\$826.50
5	44000500	CURB REMOVAL	FOOT	0	\$0.00	\$0.00
6	44000600	COMBINATION CURB AND GUTTER REMOVAL	FOOT	0	\$0.00	\$0.00
7	*****	SIDEWALK REMOVAL	SQ FT	0	\$0.00	\$0.00
8	*****	ALLEY PAVEMENT REMOVAL	SQ YD	2923	\$37.00	\$108,151.00
9	*****	GARAGE APRON REMOVAL	SQ FT	651	\$5.50	\$3,580.50
10	*****	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	36	\$41.00	\$1,476.00
11	31101100	SUB-BASE GRANULAR MATERIAL, TYPE B	CU YD	650	\$55.00	\$35,750.00
12	20800150	TRENCH BACKFILL	CU YD	0	\$0.00	\$0.00
13	*****	PERVIOUS AGGREGATE SUBBASE OR FILL	CU YD	0	\$0.00	\$0.00
14	*****	BEDDING AND VOID OPENING AGGREGATES FOR PERMEABLE PAVERS	CU YD	0	\$0.00	\$0.00
15	*****	CRUSHED STONE (TEMPORARY USE)	TON	0	\$0.00	\$0.00
16	35300300	PORTLAND CEMENT CONCRETE BASE COURSE, 8 IN	SQ YD	0	\$0.00	\$0.00
17	35300500	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE BASE COURSE, 8 IN	SQ YD	0	\$0.00	\$0.00
18	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE ALLEY PAVEMENT, 8 IN	SQ YD	2923	\$112.50	\$328,837.50
19	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY AND ALLEY RETURN PAVEMENT, 8 IN	SQ YD	0	\$0.00	\$0.00
20	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE GARAGE APRON, 8 IN	SQ FT	651	\$14.00	\$9,114.00
21	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN	SQ FT	166	\$14.00	\$2,324.00
22	*****	PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN	SQ FT	0	\$0.00	\$0.00
23	*****	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 5 IN	SQ FT	0	\$0.00	\$0.00
24	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE ADA CURB RAMP, 8 IN	SQ FT	0	\$0.00	\$0.00
25	*****	DRILL AND GROUT DOWEL AND TIE BARS	EACH	325	\$32.00	\$10,400.00
26	*****	PORTLAND CEMENT CONCRETE COLLAR FOR PERMEABLE BLOCK PAVERS	SQ FT	0	\$0.00	\$0.00
27	*****	PERMEABLE CONCRETE BLOCK PAVERS	SQ FT	0	\$0.00	\$0.00
28	*****	BITUMINOUS MATERIALS (TACK COAT)	POUND	17	\$5.00	\$85.00
29	*****	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LH, MIX "C", N30 (CDOT)	TON	4	\$325.00	\$1,300.00
30	40600290	HOT-MIX ASPHALT SURFACE COURSE, PATCH, N30 (6 FT OR LESS)	TON	0	\$0.00	\$0.00
31	*****	CONCRETE CURB, TYPE B	FOOT	0	\$0.00	\$0.00
32	40604062	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE COMBINATION CURB AND GUTTER, TYPE B-V.12	FOOT	0	\$0.00	\$0.00
33	*****	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	0	\$0.00	\$0.00
34	*****	MANHOLE, 3 FT DIAMETER, TYPE A, FRAME AND CLOSED LID (CITY OF CHICAGO)	EACH	2	\$9,350.00	\$18,700.00
35	60600605	CATCH BASIN, TYPE A, 4 FT DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	3	\$10,325.00	\$30,975.00
36	*****	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	13	\$918.00	\$11,934.00
37	*****	VORTEX RESTRICTOR	EACH	3	\$574.00	\$1,722.00

Line	Code Number	Description	Unit	Estimated Quantity	Unit Price	Cost
38	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 8 IN	FOOT	10	\$166.00	\$1,660.00
39	*****	STORM SEWERS, DUCTILE IRON PIPE, 8 IN	FOOT	21	\$172.00	\$3,612.00
40	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 12 IN	FOOT	24	\$226.00	\$5,424.00
41	*****	STORM SEWERS, DUCTILE IRON PIPE, 12 IN	FOOT	0	\$0.00	\$0.00
42	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 18 IN	FOOT	57	\$275.00	\$15,675.00
43	*****	EXISTING SEWER TO BE REMOVED	FOOT	391	\$27.50	\$10,752.50
44	*****	REMOVING MANHOLES	EACH	3	\$1,100.00	\$3,300.00
45	*****	REMOVING CATCH BASINS	EACH	0	\$0.00	\$0.00
46	*****	SEWER CLEANING AND TELEVISIONING (24 IN DIAMETER OR LESS)	FOOT	0	\$0.00	\$0.00
47	*****	GEOTECHNICAL FABRIC	SQ YD	0	\$0.00	\$0.00
48	*****	PULVERIZED TOPSOIL MIX	CU YD	0	\$0.00	\$0.00
49	60100085	HYDRAULIC SEEDING, CLASS 1A	SQ YD	0	\$0.00	\$0.00
50	*****	CONSTRUCTION SIGNS	SQ FT	64	\$30.00	\$1,920.00
51	*****	PREMOLDED RUBBER SPEED HUMPS	EACH	0	\$0.00	\$0.00
52	*****	REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY	EACH	0	\$0.00	\$0.00
53	*****	MEMBRANE WATERPROOFING	SQ FT	0	\$0.00	\$0.00
54	*****	ENGINEER'S FIELD OFFICE	CAL MO	1	\$5,000.00	\$5,000.00
55	TOTAL FOR 22962/#U-6-242 - E. 95TH STREET					\$ 746,589.00

SCHEDULE OF PRICES						
CHICAGO DEPARTMENT OF TRANSPORTATION (CDOT) CAPITAL PROGRAM - ALLEYS (VARIOUS LOCATIONS) - PACKAGE 10						
LOCATION: E. 73RD STREET/E. 74TH STREET/S. OGLESBY AVENUE/S. YATES BOULEVARD						
CDOT PROJECT NO.:#U-6-242/PBC PROJECT NO.: 22963						
PBC CONTRACT: C1633						
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 materially unbalanced will be rejected.						
Line	Code Number	Description	Unit	Estimated Quantity	Unit Price	Cost
1	*****	EARTH EXCAVATION (SOIL TO CCDD FACILITY)	CU YD	170	\$99.00	\$16,830.00
2	*****	EARTH EXCAVATION (SOIL TO LANDFILL)	CU YD	370	\$99.00	\$36,630.00
3	*****	PAVEMENT REMOVAL	SQ YD	24	\$25.00	\$600.00
4	44000300	DRIVEWAY AND ALLEY RETURN PAVEMENT REMOVAL	SQ YD	107	\$25.00	\$2,675.00
5	44000500	CURB REMOVAL	FOOT	77	\$5.50	\$423.50
6	44000600	COMBINATION CURB AND GUTTER REMOVAL	FOOT	106	\$5.50	\$583.00
7	*****	SIDEWALK REMOVAL	SQ FT	244	\$2.50	\$610.00
8	*****	ALLEY PAVEMENT REMOVAL	SQ YD	1063	\$30.00	\$31,890.00
9	*****	GARAGE APRON REMOVAL	SQ FT	1081	\$2.50	\$2,702.50
10	*****	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	145	\$41.00	\$5,945.00
11	31101100	SUB-BASE GRANULAR MATERIAL, TYPE B	CU YD	188	\$95.00	\$17,860.00
12	20800150	TRENCH BACKFILL	CU YD	147	\$96.00	\$14,112.00
13	*****	PERVIOUS AGGREGATE SUBBASE OR FILL	CU YD	127	\$115.00	\$14,605.00
14	*****	BEDDING AND VOID OPENING AGGREGATES FOR PERMEABLE PAVERS	CU YD	8	\$450.00	\$3,600.00
15	*****	CRUSHED STONE (TEMPORARY USE)	TON	50	\$95.00	\$4,750.00
16	35300300	PORTLAND CEMENT CONCRETE BASE COURSE, 8 IN	SQ YD	9	\$110.00	\$990.00
17	35300500	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE BASE COURSE, 8 IN	SQ YD	29	\$110.00	\$3,190.00
18	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE ALLEY PAVEMENT, 8 IN	SQ YD	66	\$112.00	\$7,392.00
19	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY AND ALLEY RETURN	SQ YD	45	\$118.00	\$5,310.00
20	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE GARAGE APRON, 8 IN	SQ FT	1081	\$13.50	\$14,593.50
21	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN	SQ FT	526	\$15.00	\$7,890.00
22	*****	PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN	SQ FT	144	\$11.00	\$1,584.00
23	*****	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 5 IN	SQ FT	100	\$11.00	\$1,100.00
24	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE ADA CURB RAMP, 8 IN	SQ FT	27	\$13.00	\$351.00
25	*****	DRILL AND GROUT DOWEL AND TIE BARS	EACH	137	\$8.50	\$1,164.50
26	*****	PORTLAND CEMENT CONCRETE COLLAR FOR PERMEABLE BLOCK PAVERS	SQ FT	6404	\$16.00	\$102,464.00
27	*****	PERMEABLE CONCRETE BLOCK PAVERS	SQ FT	2565	\$12.00	\$30,780.00
28	*****	BITUMINOUS MATERIALS (TACK COAT)	POUND	79	\$5.00	\$395.00
29	*****	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LH, MIX "C", N30 (CDOT)	TON	16	\$325.00	\$5,200.00
30	40600290	HOT-MIX ASPHALT SURFACE COURSE, PATCH, N30 (6 FT OR LESS)	TON	4	\$325.00	\$1,300.00
31	*****	CONCRETE CURB, TYPE B	FOOT	77	\$41.00	\$3,157.00
32	40604062	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE COMBINATION CURB AND GUTT	FOOT	69	\$41.00	\$2,829.00
33	*****	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	38	\$41.00	\$1,558.00
34	*****	MANHOLE, 3 FT DIAMETER, TYPE A, FRAME AND CLOSED LID (CITY OF CHICAGO)	EACH	0	\$0.00	\$0.00
35	60600605	CATCH BASIN, TYPE A, 4 FT DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	3	\$11,360.00	\$34,080.00
36	*****	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	0	\$0.00	\$0.00
37	*****	VORTEX RESTRICTOR	EACH	1	\$540.00	\$540.00
38	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 8 IN	FOOT	0	\$0.00	\$0.00
39	*****	STORM SEWERS, DUCTILE IRON PIPE, 8 IN	FOOT	28	\$360.00	\$10,080.00

Line	Code Number	Description	Unit	Estimated Quantity	Unit Price	Cost
40	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 12 IN	FOOT	443	\$276.00	\$122,268.00
41	*****	STORM SEWERS, DUCTILE IRON PIPE, 12 IN	FOOT	0	\$0.00	\$0.00
42	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 18 IN	FOOT	0	\$0.00	\$0.00
43	*****	EXISTING SEWER TO BE REMOVED	FOOT	0	\$0.00	\$0.00
44	*****	REMOVING MANHOLES	EACH	0	\$0.00	\$0.00
45	*****	REMOVING CATCH BASINS	EACH	0	\$0.00	\$0.00
46	*****	SEWER CLEANING AND TELEVISIONING (24 IN DIAMETER OR LESS)	FOOT	0	\$0.00	\$0.00
47	*****	GEOTECHNICAL FABRIC	SQ YD	338	\$6.00	\$2,028.00
48	*****	PULVERIZED TOPSOIL MIX	CU YD	4	\$120.00	\$480.00
49	60100085	HYDRAULIC SEEDING, CLASS 1A	SQ YD	13	\$42.00	\$546.00
50	*****	CONSTRUCTION SIGNS	SQ FT	64	\$30.00	\$1,920.00
51	*****	PREMOLDED RUBBER SPEED HUMPS	EACH	2	\$780.00	\$1,560.00
52	*****	REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY	EACH	0	\$0.00	\$0.00
53	*****	MEMBRANE WATERPROOFING	SQ FT	971	\$8.50	\$8,253.50
54	*****	ENGINEER'S FIELD OFFICE	CAL MO	1	\$5,000.00	\$5,000.00
55	TOTAL FOR 22963/#U-6-242 - E. 73RD STREET					\$ 531,819.50

SCHEDULE OF PRICES

CHICAGO DEPARTMENT OF TRANSPORTATION (CDOT) CAPITAL PROGRAM - ALLEYS (VARIOUS LOCATIONS) - PACKAGE 10

LOCATION: E. 108TH STREET/E. 109TH STREET/S. INDIANA AVENUE/S. PRAIRIE AVENUE

CDOT PROJECT NO.: #U-6-242/PBC PROJECT NO.: 22964

PBC CONTRACT: C1633

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 materially unbalanced will be rejected.

Line	Code Number	Description	Unit	Estimated Quantity	Unit Price	Cost
1	*****	EARTH EXCAVATION (SOIL TO CCDD FACILITY)	CU YD	265	\$77.00	\$20,405.00
2	*****	EARTH EXCAVATION (SOIL TO LANDFILL)	CU YD	393	\$109.00	\$42,837.00
3	*****	PAVEMENT REMOVAL	SQ YD	39	\$44.00	\$1,716.00
4	44000300	DRIVEWAY AND ALLEY RETURN PAVEMENT REMOVAL	SQ YD	175	\$44.00	\$7,700.00
5	44000500	CURB REMOVAL	FOOT	137	\$5.00	\$685.00
6	44000600	COMBINATION CURB AND GUTTER REMOVAL	FOOT	172	\$10.00	\$1,720.00
7	*****	SIDEWALK REMOVAL	SQ FT	666	\$3.50	\$2,331.00
8	*****	ALLEY PAVEMENT REMOVAL	SQ YD	1287	\$37.00	\$47,619.00
9	*****	GARAGE APRON REMOVAL	SQ FT	1931	\$5.50	\$10,620.50
10	*****	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	223	\$41.00	\$9,143.00
11	31101100	SUB-BASE GRANULAR MATERIAL, TYPE B	CU YD	310	\$55.00	\$17,050.00
12	20800150	TRENCH BACKFILL	CU YD	116	\$63.00	\$7,308.00
13	*****	PERVIOUS AGGREGATE SUBBASE OR FILL	CU YD	0	\$0.00	\$0.00
14	*****	BEDDING AND VOID OPENING AGGREGATES FOR PERMEABLE PAVERS	CU YD	0	\$0.00	\$0.00
15	*****	CRUSHED STONE (TEMPORARY USE)	TON	70	\$53.00	\$3,710.00
16	35300300	PORTLAND CEMENT CONCRETE BASE COURSE, 8 IN	SQ YD	13	\$109.00	\$1,417.00
17	35300500	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE BASE COURSE, 8 IN	SQ YD	34	\$141.00	\$4,794.00
18	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE ALLEY PAVEMENT, 8 IN	SQ YD	1287	\$113.00	\$145,431.00
19	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY AND ALLEY RETURN PAVEMENT, 8 IN	SQ YD	90	\$113.00	\$10,170.00
20	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE GARAGE APRON, 8 IN	SQ FT	1931	\$14.00	\$27,034.00
21	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK, 8 IN	SQ FT	698	\$14.00	\$9,772.00
22	*****	PORTLAND CEMENT CONCRETE SIDEWALK, 5 IN	SQ FT	521	\$13.00	\$6,773.00
23	*****	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 5 IN	SQ FT	145	\$13.00	\$1,885.00
24	*****	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE ADA CURB RAMP, 8 IN	SQ FT	66	\$15.00	\$990.00
25	*****	DRILL AND GROUT DOWEL AND TIE BARS	EACH	230	\$32.00	\$7,360.00
26	*****	PORTLAND CEMENT CONCRETE COLLAR FOR PERMEABLE BLOCK PAVERS	SQ FT	0	\$0.00	\$0.00
27	*****	PERMEABLE CONCRETE BLOCK PAVERS	SQ FT	0	\$0.00	\$0.00
28	*****	BITUMINOUS MATERIALS (TACK COAT)	POUND	121	\$5.00	\$605.00
29	*****	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LH, MIX "C", N30 (CDOT)	TON	22	\$325.00	\$7,150.00
30	40600290	HOT-MIX ASPHALT SURFACE COURSE, PATCH, N30 (6 FT OR LESS)	TON	21	\$325.00	\$6,825.00
31	*****	CONCRETE CURB, TYPE B	FOOT	137	\$48.00	\$6,576.00
32	40604062	HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE COMBINATION CURB AND GUTTER, TYPE B-V.12	FOOT	117	\$52.00	\$6,084.00
33	*****	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	56	\$50.00	\$2,800.00
34	*****	MANHOLE, 3 FT DIAMETER, TYPE A, FRAME AND CLOSED LID (CITY OF CHICAGO)	EACH	0	\$0.00	\$0.00
35	60600605	CATCH BASIN, TYPE A, 4 FT DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	2	\$10,325.00	\$20,650.00
36	*****	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	1	\$918.00	\$918.00
37	*****	VORTEX RESTRICTOR	EACH	1	\$573.00	\$573.00
38	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 8 IN	FOOT	0	\$0.00	\$0.00
39	*****	STORM SEWERS, DUCTILE IRON PIPE, 8 IN	FOOT	37	\$172.00	\$6,364.00

Line	Code Number	Description	Unit	Estimated Quantity	Unit Price	Cost
40	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 12 IN	FOOT	0	\$0.00	\$0.00
41	*****	STORM SEWERS, DUCTILE IRON PIPE, 12 IN	FOOT	0	\$0.00	\$0.00
42	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 18 IN	FOOT	189	\$275.00	\$51,975.00
43	*****	EXISTING SEWER TO BE REMOVED	FOOT	0	\$0.00	\$0.00
44	*****	REMOVING MANHOLES	EACH	0	\$0.00	\$0.00
45	*****	REMOVING CATCH BASINS	EACH	1	\$1,100.00	\$1,100.00
46	*****	SEWER CLEANING AND TELEVISING (24 IN DIAMETER OR LESS)	FOOT	168	\$34.50	\$5,796.00
47	*****	GEOTECHNICAL FABRIC	SQ YD	0	\$0.00	\$0.00
48	*****	PULVERIZED TOPSOIL MIX	CU YD	8	\$120.00	\$960.00
49	60100085	HYDRAULIC SEEDING, CLASS 1A	SQ YD	29	\$36.00	\$1,044.00
50	*****	CONSTRUCTION SIGNS	SQ FT	64	\$30.00	\$1,920.00
51	*****	PREMOLDED RUBBER SPEED HUMPS	EACH	4	\$720.00	\$2,880.00
52	*****	REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY	EACH	0	\$0.00	\$0.00
53	*****	MEMBRANE WATERPROOFING	SQ FT	0	\$0.00	\$0.00
54	*****	ENGINEER'S FIELD OFFICE	CAL MO	1	\$5,000.00	\$5,000.00
55	TOTAL FOR 22964/#U-6-242 - E. 108TH STREET					\$ 517,690.50

PUBLIC BUILDING COMMISSION OF CHICAGO

F. ACCEPTANCE OF THE BID

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the 11th day of August, in the year 2026 (Board Date)

PUBLIC BUILDING COMMISSION OF CHICAGO

Mary Pat Witry
Mary Pat Witry, Secretary

Brandon Johnson
Mayor Brandon Johnson, Chairman

CONTRACTING PARTY

SUMIT CONSTRUCTION CO., INC.
Contractor Name

4150 W. WRIGHTWOOD AVENUE
CHICAGO, IL 60639
Address

IF A CORPORATION:

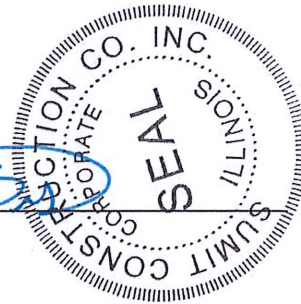
Name: PRATAP GOHIL

Title: PRESIDENT

Signature: [Signature]

ATTEST BY: KIRT GOHIL

Secretary



IF A PARTNERSHIP:

Partner (Signature)

Address

Partner (Signature)

Address

Partner (Signature)

Address

IF A SOLE PROPRIETORSHIP:

Signature

Address

NOTARY PUBLIC

County of COOK State of IL

Subscribed and sworn to before me on this 5TH day of AUGUST, 2026.

Mital Patel (SEAL)
Notary Public Signature

Commission Expires: 10/02/2026



APPROVED AS TO FORM AND LEGALITY

Anne L. Fredel Date: September 9, 2026
Neal & Leroy, LLC

PROJECT NAME:

Chicago Department of Transportation (CDOT) - Alleys (Various Locations) Package 10

LOCATION:

Various Locations

CONTRACT NO:

C1633

PROJECT NO(S):

22961 22962 22963 22964 (4 Locations)

AWARD CRITERIA FIGURE FORMULA

	FORMULA
Line 1. (Based on Grand Total Base Bid)	\$4,100,887.50
Line 2. Minority Journeyman (Maximum figure 0.70)	0.70
Line 3. Multiply Line 2 by Line 1 by 0.04	\$114,824.85
	\$4,100,887.50
Line 4. Minority Apprentice (Maximum figure 0.70)	0.70
Line 5. Multiply Line 4 by Line 1 by 0.03	\$86,118.64
	\$4,100,887.50
Line 6. Minority Laborer (Maximum figure 0.70)	0.70
Line 7. Multiply Line 6 by Line 1 by 0.01	\$28,706.21
	\$4,100,887.50
Line 8. Female Journeyman (Maximum figure 0.15)	
Line 9. Multiply Line 8 by Line 1 by 0.04	\$0.00
	\$4,100,887.50
Line 10. Female Apprentice (Maximum figure 0.15)	0.15
Line 11. Multiply Line 10 by Line 1 by 0.03	\$18,453.99
	\$4,100,887.50
Line 12. Female Laborer (Maximum figure 0.15)	
Line 13. Multiply Line 12 by Line 1 by 0.01	\$0.00
	\$4,100,887.50
Line 14. Total of Lines 3, 5, 7, 9, 11, and 13	\$248,103.69
Line 15. Total Award Criteria	\$3,852,783.81
TOTAL AWARD CRITERIA (Line 15)	\$3,852,783.81

Accepted by the Commission

BIDDER'S INFORMATION

Firm Name:

SUMIT CONSTRUCTION CO., INC.

Date:

8/5/2026

NOTES/INSTRUCTIONS

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

a. **Ensure** Lines 2, 4, 6, 8, 10, and 12 in the Formula column and the Bidder's Information section have been populated.

b. **Save** the file.

c. **Convert** the file to PDF.

d. **Include** copy of the Award Criteria Figure worksheet **within** the scanned copy of the bid.

e. **Attach** the PDF version, **along with** the scanned copy of the bid.

f. **Send email** to: pbc-procurement@cityofchicago.org and dee.taylor@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.

PUBLIC BUILDING COMMISSION OF CHICAGO

V. BID SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria Figure)

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

1. Instructions

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

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

2. Award Criteria Figure Formula - Please Refer to Award Criteria Sheet

Line 1.	TOTAL BASE BID (Refer to Line 19 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	_____
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)	_____

PUBLIC BUILDING COMMISSION OF CHICAGO

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:

- 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.
- 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:

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

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

5. Reporting

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

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

6. Major Trades

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

Landscaping	Excavation
Carpentry	Asphalt
Concrete	Plumbing

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

(Remainder of Page Intentionally Left Blank)

PUBLIC BUILDING COMMISSION OF CHICAGO

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit of Non-collusion

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

PRATAP GOHIL, being first duly sworn, deposes and says that:

- (1) He/She is PRESIDENT

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

Pratap Gohil
(Signed)

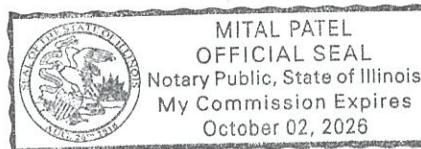
PRESIDENT
(Title)

Subscribed and sworn to before me this 5TH day of AUGUST 2026

Mital Patel

NOTARY PUBLIC
(Title)

My Commission expires: 10/02/2026



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

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

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

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE B - Joint Venture Affidavit (2 of 3)

4. Describe any loan agreements between joint venturers, and identify the terms thereof.
- _____
- _____
- I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
1. Financial decisions
- _____
2. Management decisions such as:
- a. Estimating
- _____
- b. Marketing and Sales
- _____
- c. Hiring and firing of management personnel
- _____
- d. Other
- _____
3. Purchasing of major items or supplies
- _____
4. Supervision of field operations
- _____
5. Supervision of office personnel
- _____
6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.
- _____
- _____
7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.
- _____
- _____
- J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.
- _____
- _____

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this ____ day of _____, 20____
before me appeared (Name)

On this ____ day of _____, 20____
before me appeared (Name)

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

that he or she was properly authorized by
(Name of Joint Venture)

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

that he or she was properly authorized by
(Name of Joint Venture)

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: CHICAGO DEPARTMENT OF TRANSPORTATION ('CDOT') CAPITAL PROGRAM ALLEYS (VARIOUS LOCATIONS) – PACKAGE 10

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

SUMIT CONSTRUCTION CO., INC.

Name of General Contractor whose address is

4150 W WRIGHTWOOD AVE. CHICAGO, IL 60639

in the City of CHICAGO, State of ILLINOIS

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
SUMIT CONSTRUCTION CO., INC.	CONCRETE WORK	\$1,223,854.00	\$
E4 CONTRACTOR INC.	SEWER WORK	\$	\$ 472,120.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$1,223,854.00	\$ 472,120.00
Percent of Total Base Bid		29.84 %	11.51 %

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

BY:

SUMIT CONSTRUCTION CO., INC.
Name of Contractor (Print)

08/05/2026
Date

773-276-4600
Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone/FAX



Signature

PRATAP GOHIL
Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: CHICAGO DEPARTMENT OF TRANSPORTATION ('CDOT') CAPITAL PROGRAM ALLEYS (VARIOUS LOCATIONS) – PACKAGE 10

Project Number: C1633

FROM:

SUMIT CONSTRUCTION CO., INC. MBE X WBE _____
(Name of MBE or WBE)

TO:

SUMIT CONSTRUCTION CO., INC. and Public Building Commission of Chicago
(Name of Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/02/2025. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

EXCAVATION, UNDERGROUND SEWER WORK, REMOVE AND REPLACE ALLEY,
CONCRETE FLATWORK, ASPHALT RESTORATION, LANDSCAPING RESTORATION
SEE ATTACHED SPREADSHEET

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

\$1,223,854.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS*

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

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

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

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

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

BY:

SUMIT CONSTRUCTION CO., INC.

Name of MBE/WBE Firm (Print)

08/05/2026

Date

773-276-4600

Phone



Signature

PRATAP GOHIL

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

October 2, 2025

Pratap Gohil
Sumit Construction Co., Inc.
4150 W. Wrightwood Ave.
Chicago, IL 60639

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Gohil:

We are pleased to inform you that **Sumit Construction Co., Inc.** continues to be certified as a **Minority Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **11/15/2025** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of November 15th.**

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

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

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

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

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

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

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

NAICS Code(s):
NAICS 237110: SANITARY SEWER CONSTRUCTION
NAICS 237110: SEWER CONSTRUCTION

NAICS 237110: SEWER MAIN, PIPE AND CONNECTION, CONSTRUCTION
NAICS 237110: STORM SEWER CONSTRUCTION
NAICS 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 237310: BRIDGE APPROACH CONSTRUCTION
NAICS 237310: CULVERTS, HIGHWAY, ROAD AND STREET, CONSTRUCTION
NAICS 237310: HIGHWAY CONSTRUCTION
NAICS 237310: PARKWAY CONSTRUCTION
NAICS 237310: PAVEMENT, HIGHWAY, ROAD, STREET, BRIDGE OR AIRPORT RUNWAY, CONSTRUCTION
NAICS 237310: REPAIR, HIGHWAY, ROAD, STREET, BRIDGE OR AIRPORT RUNWAY
NAICS 237310: ROAD CONSTRUCTION
NAICS 237310: SIDEWALK, PUBLIC, CONSTRUCTION
NAICS 237310: STREET CONSTRUCTION
NAICS 237990: RETAINING WALLS, ANCHORED (E.G., WITH PILES, SOIL NAILS, TIEBACK ANCHORS), CONSTRUCTION
NAICS 237990: RIPRAP INSTALLATION
NAICS 561730: HYDROSEEDING SERVICES (E.G., DECORATIVE, EROSION CONTROL PURPOSES)
NAICS 561730: LANDSCAPING SERVICES (EXCEPT PLANNING)
NAICS 561730: ORNAMENTAL TREE AND SHRUB SERVICES
NAICS 561730: SOD LAYING 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.

The Office of Contracting Equity

B2Gnow Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Sumit Construction Co., Inc.
B2G VENDOR ID (VID)	20061399
OWNER	Mr. Pratap Gohil
ADDRESS	4150 W. Wrightwood Ave. Chicago, IL 60639 [map]
PHONE	773-276-4600
FAX	773-276-4644
EMAIL	sumitconstruction@gmail.com
WEBSITE	http://sumitconstruction.com
ETHNICITY	Asian American

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	10/2/2025
RENEWAL DATE	11/15/2026
EXPIRATION DATE	11/15/2030
CERTIFIED BUSINESS DESCRIPTION	Certified MBE for NAICS Code(s): 237110 Sanitary sewer construction 237110 Sewer construction 237110 Sewer main, pipe and connection, construction 237110 Storm sewer construction 237310 Asphalt paving (i.e., highway, road, street, public sidewalk) 237310 Bridge approach construction; Bridge construction; Bridge decking; Concrete paving (i.e., highway, road, street, public sidewalk) 237310 Culverts, Curbs and street gutters, highway, road and street 237310 Highway construction 237310 Parkway construction 237310 Pavement, highway, road, street, bridge or airport runway, construction 237310 Repair, highway, road, street, bridge or airport runway 237310 Road, Street, Sidewalk, public, construction 237990 Retaining walls, anchored (e.g., with piles, soil nails, tieback anchors),

construction
237990 Riprap installation
561730 Hydroseeding services (e.g., decorative, erosion control purposes)
561730 Landscaping Services
561730 Ornamental tree and shrub services
561730 Sod laying services

Commodity Codes

Code	Description
NAICS 237110	Sanitary sewer construction
NAICS 237110	Sewer construction
NAICS 237110	Sewer main, pipe and connection, construction
NAICS 237110	Storm sewer construction
NAICS 237310	Asphalt paving (i.e., highway, road, street, public sidewalk)
NAICS 237310	Bridge approach construction
NAICS 237310	Culverts, highway, road and street, construction
NAICS 237310	Highway construction
NAICS 237310	Parkway construction
NAICS 237310	Pavement, highway, road, street, bridge or airport runway, construction
NAICS 237310	Repair, highway, road, street, bridge or airport runway
NAICS 237310	Road construction
NAICS 237310	Sidewalk, public, construction
NAICS 237310	Street construction
NAICS 237990	Retaining walls, anchored (e.g., with piles, soil nails, tieback anchors), construction
NAICS 237990	Riprap installation
NAICS 561730	Hydroseeding services (e.g., decorative, erosion control purposes)
NAICS 561730	Landscaping services (except planning)
NAICS 561730	Ornamental tree and shrub services
NAICS 561730	Sod laying services

Additional Information

WARD

31

COMMUNITY AREA

20 Hermosa

QUALIFIED INVESTMENT AREA

No



This [B2Gnow](#) certified profile was generated on 8/26/2026

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project: Chicago Department of Transportation (CDOT) - Alleys (Various Locations) Package 10

Project Number: 22961 22962 22963 22964 (4 Locations) CONTRACT # C1633

FROM:

E4 CONTRACTOR INC MBE _____ WBE _____
(Name of MBE or WBE)

TO:

SUMIT CONSTRUCTION CO., INC. and Public Building Commission of Chicago
(Name of Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated JULY 17, 2023. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

SEWER WORK, SEE ATTACHED.

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

\$472,120.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS*

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

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

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

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

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

BY:

E4 CONTRACTOR INC

Name of MBE/WBE Firm (Print)

08/05/2026

Date

773-716-5122

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone



Signature

DATTA PANDIT

Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUL 17 2023

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 15th**.

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

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

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

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

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

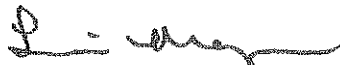
237310 – Culvert, Highway and Road Street Construction

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 



B2Gnow Certified Profile**CLOSE WINDOW** [Print](#)**Business & Contact Information**

BUSINESS NAME	E4 CONTRACTOR INCORPORATED
B2G VENDOR ID (VID)	20454801
OWNER	Ms. Datta Pandit
ADDRESS	9036 OCONTO AVE MORTON GROVE, IL 60053 [map]
PHONE	224-717-1875
FAX	847-410-7884
EMAIL	tina@e4contractor.com
ETHNICITY	Asian American

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	7/9/2026
RENEWAL DATE	7/15/2027
EXPIRATION DATE	7/15/2027
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

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



This [B2Gnow](#) certified profile was generated on 8/26/2026

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

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

Dear Mr. Giderof:

RE: Contract No. _____

Project Title: _____

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

Documentation attached: yes_____ no_____

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

Sincerely,

Signature

Print Name

Title

Name of Firm

PUBLIC BUILDING COMMISSION OF CHICAGO

Disclosure of Retained Parties

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

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: CHICAGO DEPARTMENT OF TRANSPORTATION ('CDOT') CAPITAL PROGRAM ALLEYS (VARIOUS LOCATIONS) – PACKAGE 10
 - a. Description of goods or services to be provided under Contract
CONSTRUCTION SERVICES
2. Name of Contractor: SUMIT CONSTRUCTION CO., INC.
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.
Check here if no such persons have been retained or are anticipated to be retained: X

Retained Parties:

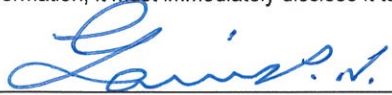
Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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


Signature

PRATAP GOHIL
Name (Type or Print)

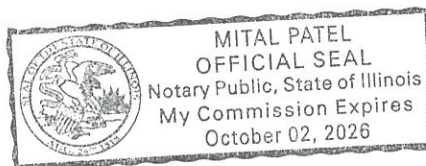
08/05/2026
Date

PRESIDENT
Title

Subscribed and sworn to before me
this 5TH day of AUGUST, 20 26 (SEAL)


Notary Public

Commission expires: 10/02/2026



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1633

PERFORMANCE AND PAYMENT BOND

Contract No.

Bond No. 108532598

C1633

KNOW ALL MEN BY THESE PRESENTS, that we, Sumit Construction Company, Inc. a Corporation organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, as Corporate Principal, and

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

a corporation organized and existing under the laws of the State of Connecticut, with offices in the State of Illinois, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of FOUR MILLION ONE HUNDRED THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND FIFTY CENTS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated August 11, 2026, for the fabrication, delivery, performance, and installation of:

Chicago Department of Transportation

Capital Program

Alleys (Various Locations) – Package 10

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1633

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

It is expressly understood and agreed that this Bond, in the penal sum of FOUR MILLION ONE HUNDRED THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND FIFTY CENTS shall secure the payment of all sums due of and by the Principal under the Contract and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1633

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this August 13th, 2026 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal

City

CORPORATE SEAL

ATTEST: _____

BY _____

Secretary
Title

SUMIT CONSTRUCTION COMPANY, INC.
Principal

BY Lanning, D.

President
Title

BY Gina M. Damato
Gina M. Damato, Witness

300 S. Riverside Plaza, Suite 1500

Business Address

Chicago, IL 60606

Travelers Casualty and Surety Company of America
Corporate Surety

BY David C. Banks

David C. Banks, Attorney-In-Fact

Title

CORPORATE SEAL

FOR CLAIMS (Please print):

Contact Name: Jordan Byhring

Business Address: 3010 Highland Pkwy, Suite 500, Downers Grove, Illinois 60515

Telephone: 630-961-4398 Fax: 866-216-5979

The rate of premium of this Bond is \$ \$7.25/m decreasing per thousand. **

Total amount of premium charged is \$ \$29,171.00 **

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

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1633

BOND APPROVAL

BY

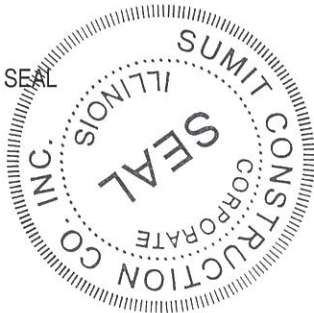
Mary Pat Witry, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, Kirt Gohil, certify that I am the _____ Secretary of
Sumit Construction, corporation named as Principal in the foregoing performance and payment
bond, that Pratap Gohil who signed on behalf of the Principal was then
President of said corporation; that I know this person's signature,
and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by
authority of its governing body.

Dated this 13 day of August, 20 26

CORPORATE SEAL





STATE OF ILLINOIS
COUNTY OF KENDALL }

I, Gina Marie Damato a Notary Public in and for said
County, do hereby certify that **David C. Banks** Attorney -in-
Fact, of the:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

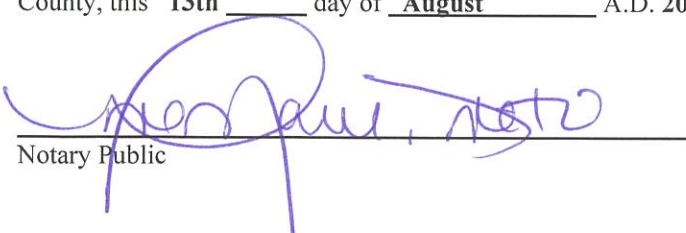
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

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

County, this 13th day of August A.D. 2026


Notary Public





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

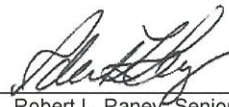
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David C Banks** of **WHEATON**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

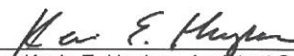
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **August**, **2026**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**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 :

SUMIT CONSTRUCTION CO., INC.
4150 W WRIGHTWOOD AVE
CHICAGO IL 60639

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: **TGC04270**

CERTIFICATE NUMBER : **GC04270-23**

FEE: \$ 3500

DATE ISSUED: 04/06/2026

DATE EXPIRES: 04/16/2027

THIS LICENSE IS NON-TRANSFERABLE

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

Brandon Johnson
Mayor

Marlene Hopkins
Commissioner

PUBLIC BUILDING COMMISSION OF CHICAGO

Document Submittal Checklist

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

**EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE MAY 21, 2026
(Current as of July 10, 2026)**

Please click on the link below:

<https://labor.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy26/20260521/Cook.pdf>

(Remainder of Page Intentionally Left Blank)

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #2 INSURANCE REQUIREMENTS

**C1633 – CHICAGO DEPARTMENT OF TRANSPORTATION ('CDOT') CAPITAL PROGRAM
ALLEYS (VARIOUS LOCATIONS) – PACKAGE 10
PBC PROJECTS #22961, #22962, #22963 AND #22964**

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 \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

7) Railroad Protective Liability (NOT APPLICABLE)

Should work for this project 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 \$5,000,000.00 per occurrence, and the policy must name the appropriate RAILROAD, 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, as the insured, and shall provide for not less than ten (10) days prior written notice to the RAILROAD as cancellation of, or any material change, in the policy. The policy shall remain 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 2417 10 01 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

Contractor must submit the following at the time of award:

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

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

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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/12/2026

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 HUB International Midwest Limited 1411 Opus Place Suite 450 Downers Grove IL 60515		CONTACT NAME: CSU Construction PHONE (A/C, No, Ext): 630-468-5600 E-MAIL ADDRESS: CSUConstruction@hubinternational.com		FAX (A/C, No): 630-468-5696
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Nautilus Insurance Company		17370
		INSURER B : Hanover Insurance Company		22292
		INSURER C : Nationwide Mutual Insurance Company		23787
		INSURER D : Nationwide Property and Casualty Insurance		37877
		INSURER E : Travelers Property Casualty Company of America		25674
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 2108464278**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ACP CG013140218514	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	ACPBA013140218514	12/15/2025	12/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C E	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ACP CU013140218514 EX-A3667803-25-NF	12/15/2025 12/15/2025	12/15/2026 12/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Excess Liability(5X5) \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	ACP WC013140218514	12/15/2025	12/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Pollution Liability Inland Marine			CPP2033549-15 RHC D238361 07	12/15/2025 12/15/2025	12/15/2026 12/15/2026	Limit/SIR 1,000,000/10,000 Rented equip./deduct. 400,000/1,000 Installation Property 50,000

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

RE: C1633 - CHICAGO DEPARTMENT OF TRANSPORTATION ('CDOT') CAPITAL PROGRAM - ALLEYS (VARIOUS LOCATIONS) - PACKAGE 10 - PBC PROJECTS #22961, #22962, #22963 AND #22964

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 included as additional insureds under General Liability & Auto Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. A waiver of subrogation applies under General Liability, Auto Liability and Workers Compensation in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions, and where permissible by law. Umbrella follows form of underlying General Liability, Auto Liability, & Workers Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

Public Building Commission of Chicago Richard J. Daley Center 50 West Washington Street Room 200 Chicago IL 60602	APPROVED JLB 8/31/2026	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 

**COMMERCIAL AUTO
AC 70 05 03 16**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

COMMERCIAL AUTO
AC 70 05 03 16

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSURED – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:
 - c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

**COMMERCIAL AUTO
AC 70 05 03 16**

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

- A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary

substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:
 - a. \$100 for a covered "auto" you own of the private passenger type, or
 - b. \$500 for a covered "auto" you own that is not of the private passenger type,
 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

COMMERCIAL AUTO
AC 70 05 03 16

- 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

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

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

**COMMERCIAL AUTO
AC 70 05 03 16**

covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
 - a. Be based on an estimate which includes parts furnished by the original equip-

ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

COMMERCIAL AUTO
AC 70 05 03 16

ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

- b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

COMMERCIAL AUTO

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If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

- a. When all of the work in your contract has been completed; or
- b. When all of the work to be done by you at the job site has been completed, if your contract calls for work at more than one job site; or
- c. When that part of your work done at the job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- d. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as **completed operations**.

9. Coverage Territory means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
- b. All other parts of the world if the **insured's** responsibility to pay damages is determined in a **suit** on the merits, in any court of competent jurisdiction within the territory described in **a.** above or in a settlement we agree to. However, whenever coverage provided by this policy would be in violation of U.S. export controls or trade sanctions, such coverage is null and void and will be deemed not to be within the **coverage territory**.

10. Covered Operations mean those activities performed for a third party by you or on your behalf at a site not owned or leased by you. **Covered operations** do not include **completed operations**.

11. Damages mean a monetary judgment, award or settlement of compensatory damages resulting from an actual or alleged negligent act, error or omission in the performance of **professional services**. **Damages** do not include injunctive or equitable relief; the reduction, return or withdrawal of fees, charges or profit for services rendered; or the costs or expenses incurred by the **insured** to redesign, redo or correct the **Named Insured's** work, except as provided for under Supplementary Payments Section III. 1.a. – **rectification expense**.

12. Defense Costs mean any reasonable and necessary fees charged by an attorney designated by the Company, and where the **insured** has the legal right to select independent counsel, the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar **claim** or **suit** in the community where the **claim** or **suit** arose or is being defended, as well as other reasonable and necessary costs, including expert witnesses and court reporters, in connection with the investigation, adjustment, settlement, defense or appeal of a **claim** or **suit**. It does not include the salaries of our regular employees or supervisory counsel retained by us, or any cost or expense incurred by the **insured** in assisting in the investigation or defense of the **claim** or **suit**.

13. Emergency Remediation Costs mean those reasonable and necessary costs, charges, and expenses which qualify as **cleanup costs** incurred by or on behalf of the **Named Insured** to take emergency action in response to a **pollution condition** within seven (7) days of the first commencement of the **pollution condition**. Such **emergency remediation costs** must be essential and necessary to contain, control or mitigate a **pollution condition** that is an imminent and substantial endangerment or threat to the public, human health, or the environment defined by the regulating agencies and environmental laws that require immediate response. **Emergency remediation costs** do not include the salaries of any directors, officers or supervisors of any **insured** or any profit element of any **insured**.

14. Environmental Professional means a person designated by us, or by you with our prior written consent, who is certified or licensed as a **Certified Industrial Hygienist (CIH)** by the American Board of Industrial Hygiene, a Professional Engineer (P.E.), a Professional Geologist (P.G.) or other certified or licensed professional with the applicable state environmental regulatory agency. We may require that certain minimum professional criteria be met, including a demonstration that the individual has experience with similar projects as the one involving **cleanup costs** covered under this policy, and the maintenance of adequate errors and omissions insurance.

15. Fungi/Fungus means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi, but does not include any fungi intended by the **insured** for consumption.

16. Green Building Materials mean any building products or construction materials that are recognized by the Leadership in Energy and Environmental Design (LEED) or Energy Star as: (a) being environmentally preferable or sustainable; or (b) providing enhanced energy efficiency that are required to bring existing real property into compliance with applicable and enforceable codes, laws or regulations. **Green Building Materials** shall be installed by qualified green contractors. **Green Building Materials** do not include any costs arising out of the use of **Green Building Materials**, including but not limited to delay costs.

17. Insured means:

- a. You;
- b. Any additional insured specifically endorsed onto this policy;
- c. Your current or former partner, executive officer, director, or trustee solely while acting within the scope of his or her duties as such;
- d. The heirs, executors, administrators, and the legal representatives of each **insured** as defined in a. and c. above in the event of death, incapacity or bankruptcy, but only with respect to liability arising out of your **covered operations** and/or **professional services** rendered on behalf of the **insured** prior to death,

- incapacity or bankruptcy.
- e. Your employees solely while acting within the scope of their employment by you or while performing duties related to the conduct of your business;
 - f. Your retired partner, executive officer, director, or employee while acting within the scope of his or her duties as a consultant on your behalf;
 - g. Any person who is a leased worker performing **covered operations** and/or **professional services** under your supervision or on your behalf;
 - h. You, with regard to your participation in a joint venture, but solely for your liability for the performance of **covered operations** and/or **professional services** under the respective joint venture;
 - i. Solely with respect to Coverages B.1, B.3 and B.4 your clients, or other entities, provided a written contract or agreement is in effect between you and your client prior to the **loss** specifically requiring that your client and the other entities be added as additional **insured(s)**. Your clients and other required entities are covered under this policy as additional **insured(s)** only with respect to liability for **bodily injury** or **property damage** directly caused by your negligence or the negligence of those acting on your behalf in the performance of **covered operations** and **completed operations** of the **covered operations** and only for Limits of Liability up to and not exceeding the amount required by the written contract or agreement and subject to the Limits of Liability of this policy;
 - j. Any entity newly formed or acquired by the **Named Insured** during the **policy period** in which the **Named Insured** has more than a 50% legal interest and over which the **Named Insured** exercises management or financial control and has agreed to provide insurance for such entity. However, coverage will only be provided for **claims** arising out of **professional services** or **covered operations** performed on or after the date of incorporation or acquisition and the coverage will expire in 90 days from the date of incorporation or acquisition or the end of the **policy period**, whichever is earlier, unless the **Named Insured** provides written details of such newly formed or acquired entity to us and pays the additional premium requested by us, if any.
- 18. Insured Contract** means any contract or agreement in writing for the performance of your **covered operations** whereby the **Named Insured** assumes the tort liability of another party to pay for **loss** from **bodily injury** or **property damage** to a third person, firm or organization caused by **pollution conditions**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- 19. Insured Location** means a location in the **coverage territory** owned, rented, leased or occupied by the **Named Insured** during the **policy period** and scheduled to this policy for coverage under **COVERAGE B.5 – NAMED INSURED’S LOCATIONS** if selected on the Declarations page.
- 20. Loading or Unloading** means the handling of property, material or waste:
- a. After it is moved from the place where it is accepted for movement into or onto an **auto**, aircraft, watercraft or rolling stock; or
 - b. While it is in or on an **auto**, aircraft, watercraft or rolling stock; or
 - c. While it is being moved from an **auto**, aircraft, watercraft, or rolling stock to the place where it is finally delivered.
- 21. Loss** means a monetary judgment, award, or settlement of compensatory damages and punitive or exemplary damages, where such coverage is allowed by law, because of **bodily injury** and/or **property damage**.
- 22. Microbial Substance** means any substance that reproduces through release of spores or the splitting of its own cell, including but not limited to mold, mildew, spores, **fungi**, **bacteria** and Legionella Pnuemophila whether or not the **microbial substance** is living. **Microbial substances** do not include viruses.
- 23. Named Insured** means the person, individual, partnership, corporation or entity listed in the Declarations or expressly added as a **Named Insured** by endorsement. The person, individual, partnership, corporation or entity listed in the Declarations shall be considered the first **Named Insured**.
- 24. Natural Resource Damage** means the physical injury to, destruction of, or the assessment of physical injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, pertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C.1801 et seq.), any State, Local, Provincial, foreign government, or Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- 25. Non-Owned Disposal Site** means any waste treatment, waste storage or waste disposal facilities, which are utilized by or on behalf of the **Named Insured** for waste generated from an **insured location** or from your **covered operations**, provided that as of the date that the waste was delivered to the waste treatment, waste storage or waste disposal facility, the facility(ies):
- a. Are within the United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. Are not owned, operated or managed by the **insured** or any subsidiary or affiliate of the **insured**;
 - c. Are properly licensed to accept such waste for treatment, storage or disposal; and

(4) The **insured's** failure to comply with the terms and conditions under this policy including the failure to pay any deductible amount when due;

By mailing to the first **Named Insured**, at the last known address, written notice of not less than ten (10) days if cancellation is for either reasons (1) or (2) above, or ninety (90) days if cancellation is for either reasons (3) or (4) above. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

3. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued by the Company to form a part of this policy.

4. Choice of Law

The **insured** and the Company agree that all matters or disputes arising hereunder, including any questions relating to the validity, interpretation, performance, and enforcement of this policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any party of any obligation with respect to the policy, shall be determined in accordance with the law and practices of the State of New York without giving effect to New York conflict of law principles.

5. Choice of Forum

The **insured** and the Company agree that in the event a dispute arises under the policy relating to the validity, interpretation, performance, and enforcement of the policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any party of any obligation with respect to the policy, all litigation shall take place in the State of New York, and that all parties shall submit to the jurisdiction of any court of competent jurisdiction within the State of New York, including federal courts, and will comply with all the requirements necessary to give such court jurisdiction. In the event of arbitration or other forms of dispute resolution, such resolution shall take place in the State of New York. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to remove an action to a United States District Court.

6. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the policy terms and conditions.

7. Inspection and Survey

With reasonable notice to the **insured**, we shall be permitted, but not obligated, to inspect the **insured's** property and/or operations. Neither our right to make inspections or any report thereon, shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe or in compliance with environmental law, or any other law.

8. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative. For purposes of this condition, a consent judgment, stipulated judgment, agreed judgment, consent decree or consent order reached without our written agreement is neither an agreed settlement nor a final judgment.

9. Limitation of Damages

Our damages for extra-contractual liability, bad faith, or similar damages under this policy are limited to one (1) times the relevant policy limit applicable to the underlying matter.

10. Other Insurance

If other valid and collectible insurance is available to the **insured** covering **claim(s), damages, bodily injury, property damage, emergency remediation costs, cleanup costs, rectification expense, defense costs** or Supplementary Payments also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance as to defense and/or indemnity. The **insured** shall promptly, upon the request of the Company, provide the Company with copies of all such policies or documentation.

With respect to Coverage **B.1, B.3** and Coverage **B.4** only, this insurance is primary to and will not seek contribution from any other insurance available to an additional **insured** as defined in **Definition 17.i.** of this policy provided that:

- a. The additional **insured** is a Named Insured under such other insurance; and

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

11. Premium Payment

The first **Named Insured** shown in the Declarations is responsible for the payment of all deductibles, self-insured retentions, coinsurance and premiums due and will be the payee for any returned premiums we pay.

12. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

13. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first **Named Insured**, this insurance applies:

- a. As if each **insured** were the only **insured**; and
- b. Separately to each **insured** against whom a **claim** is made or **suit** is brought.

14. Sole Agent

The **Named Insured** shown in the Declarations shall act on behalf of, and serve as the sole agent for all **insureds** with respect to the return or payment of any premiums or retained amounts, the issuance by the Company of the policy, the receipt or acceptance of any endorsements issued to form a part of the policy or the receiving of any notices from the Company required by this policy.

15. Transfer of Policy

This policy shall be void if assigned or transferred without our written consent.

16. Subrogation

In the event of any payment under this policy by the Company, the Company shall be subrogated to all of the rights of recovery against any person or organization, and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing to prejudice such rights.

Any recovery as a result of subrogation proceedings arising out of the payment of **loss** or **damages** covered under this policy shall accrue first to the **insured** to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the policy; and then to the **insured** to the extent of its deductible or self-insured retention. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

With respect to Coverages **B.1**, **B.3** and **B.4** only, we waive any right of recovery we may have against the additional **insureds** as defined pursuant to **Definition 17.i.** of this policy because of payments we make for **loss** from **bodily injury** or **property damage** caused by **covered operations** or **completed operations** of the **covered operations**, performed for those additional **insureds**, but only to the extent required by written contract, executed prior to the **loss**, between you and the additional **insured**.

VII. EXTENDED REPORTING PERIOD – COVERAGES A, B.3 AND B.5 ONLY

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This policy is canceled or not renewed; or
 - b. We renew or replace the coverage provided under Coverage A., B.3 or B.5 of this policy with insurance that:
 - (1) Has a retroactive date later than the date shown in the Declarations; or
 - (2) Does not apply on a claims-made basis.
2. Extended Reporting Periods do not extend the **policy period**, change the scope of coverage provided or reinstate or increase the Limits of Insurance. The Extended Reporting Periods apply only to **claims** made during the **policy period** resulting from actual or alleged negligent acts, errors or omissions in the performance of **professional services**, or to a **claim** made by a third party for **cleanup costs** or **loss** from **bodily injury** or **property damage** which arises from a **pollution condition** on, at, under or migrating from an **insured location** or a **non-owned disposal site(s)**, or to **cleanup costs** which arise from a **pollution condition** on, at under or migrating from an **insured location** which is first discovered during the **policy period**. The actual or alleged negligent acts, errors or omissions under Coverage A must take place on or after the retroactive date and before the end of the **policy period**. The **pollution condition** under Coverage B.3 and B.5 must first commence on or after the retroactive date and before the end of the **policy period**. Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the **policy period** and lasts for sixty (60) days with respect to **claims** first made against you, or to **pollution conditions** first discovered by you, during the **policy period** and reported to us in writing during the

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

SUBROGATION – COVERAGE B.1, B.2 and B.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
CPP2033549-15			

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

☒ **COVERAGE PART B.1**

☒ **COVERAGE PART B.2**

☒ **COVERAGE PART B.4**

Name Of Person(s) Or Organization(s)

Where required by written contract

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

Solely with respect to the coverage parts identified above, the following is added to Section **VI. POLICY CONDITIONS**, Paragraph **16. Subrogation**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for **loss** from **bodily injury** or **property damage** caused by your **covered operations** performed for the person or organization scheduled above, but only to the extent required by written contract, executed prior to the **loss**, between you and the person or organization scheduled above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured:

1. Any person or organization to whom you are obligated by “written contract” to provide additional insured coverage under your policy. Such person or organization is an additional insured only with respect to liability for:

- a. “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or those acting on your behalf, in the performance of “your work” for the additional insured and included in the “products-completed operations hazard” which was performed for the additional insured as specified under the “written contract”.

However, when you are required by “written contract” to provide coverage arising out of “your work”, then Paragraph **A.1.b** below applies in place of Paragraph **A.1.a** above.

- b. “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “your work”, by your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of “your work” for the additional insured and included in the “products-completed operations hazard” which was performed for the additional insured as specified under the “written contract”.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. The insurance afforded to such additional insured only applies to the

extent permitted by law; and

- b. The insurance afforded to such additional insured will not be broader than that which you are required by the “written contract” to provide for such additional insured.

B. Exclusions

With respect to the insurance afforded to the additional insured, the following exclusion is added:

The insurance provided to the additional insured does not apply to “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:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
2. Supervisory, inspection, architectural, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved in the rendering of, or the failure to render, any professional architectural, engineering, or surveying services.

CG 81 11 09 17

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

The most we will pay on behalf of the additional insured(s) is the amount of insurance:

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

whichever is less.

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

- D.** The following definition is added to the **Definitions** section:

“Written contract” means a contract or agreement made on either a printed or electronic document, signed by both parties, that requires you to make a person or organization an additional insured on this Coverage Part, provided that the contract or agreement:

1. Is currently in effect or becomes effective during the policy period; and
2. Was executed prior to the “bodily injury” or “property damage” or the offense that caused the “personal and advertising injury”.

All terms and conditions of this policy apply unless modified by this endorsement.

**COMMERCIAL GENERAL LIABILITY
CG 81 12 09 17**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROADENED ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – ONGOING OPERATIONS – AUTOMATIC
STATUS WHEN REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured:

1. Any person or organization to whom you are obligated by "written contract" to provide additional insured coverage under your policy. Such person or organization is an additional insured only with respect to liability for:

- a. "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or those acting on your behalf in the performance of your ongoing operations for the additional insured as specified under the "written contract".

However, when you are required by "written contract" to provide coverage arising out of "your work", then Paragraph **A.1.b.** below applies in place of Paragraph **A.1.a.** above.

- b. "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work", by your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured as specified under the "written contract".
2. The insurance provided to additional insured by this endorsement is limited as follows:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law;
 - b. The insurance afforded to such additional insured will not be broader than that which you are required by the "written contract" to provide for such additional insured; and

- c. A person's or organization's status as an insured under this endorsement ends when your on-going operations for that insured are completed.

B. Exclusions

With respect to the insurance afforded to the additional insured, the following exclusions are added:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs after the earlier of when:

- a. "Your work" on the project for the additional insured at the site of the covered operations where the injury or damage occurred has been completed; or
- b. That portion of "your work" out of which the injury, damage, or offense arises has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. The insurance provided to the additional insured does not apply to "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:

CG 81 12 09 17

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
- b. Supervisory, inspection, architectural, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

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

The most we will pay on behalf of the additional

insured(s) is the amount of insurance:

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

whichever is less.

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

- D. The following definition is added to the **Definitions** section:

"Written contract" means a contract or agreement made on a printed or electronic document, signed by both parties, that requires you to make a person or organization an additional insured on this Coverage Part, provided that the contract or agreement:

- 1. Is currently in effect or becomes effective during the policy period; and
- 2. Was executed prior to the "bodily injury" or "property damage" or the offense that caused the "personal and advertising injury".

All terms and conditions of this policy apply unless modified by this endorsement.

Policy Number: ACP CG013140218514

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PARTThe following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:**Primary And Noncontributory Insurance**

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

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

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

All terms and conditions of this policy apply unless modified by this endorsement.

COMMERCIAL UMBRELLA LIABILITY POLICY

Various provisions in this policy restrict coverage. Please read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is covered and not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks are defined in this policy. These definitions are found in the Definitions section or the specific policy provision where they appear.

INSURING AGREEMENTS

A. Coverage A - Excess Follow Form Liability Insurance

1. Under Coverage A, we will pay on behalf of the "insured" that part of "loss" covered by this insurance in excess of the total applicable limits of "underlying insurance", provided the injury or offense takes place during the Policy Period of this policy. The terms and conditions of "underlying insurance" are, with respect to Coverage A, made a part of this policy except with respect to:
 - a. any contrary provision contained in this policy; or
 - b. any provision in this policy for which a similar provision is not contained in "underlying insurance".
2. With respect to the exceptions stated above, the provisions of this policy will apply.
3. The amount we will pay for damages is limited as described in Limits of Insurance.
4. Notwithstanding anything to the contrary contained above, if "underlying insurance" does not cover "loss" for reasons other than exhaustion of an aggregate limit of insurance by payment of claims, then we will not cover such "loss".
5. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

6. If we are prevented by law from paying on behalf of the "insured" for coverage provided under this insurance, then we will indemnify the "insured".
7. With respect to any coverage provided by "underlying insurance" that is on a claims-made basis:
 - a. this insurance does not apply to "injury or damage" which occurred before the Retroactive Date, if any, shown in the "underlying insurance", or which occurs after the policy period; and
 - b. the aggregate limit shall not be reinstated on this insurance except by endorsement thereon.

B. Coverage B - Umbrella Liability Insurance

1. Under Coverage B, we will pay on behalf of the "insured" damages the "insured" becomes legally obligated to pay by reason of liability imposed by law because of "bodily injury", "property damage", or "personal and advertising injury" covered by this insurance which takes place during the Policy Period and is caused by an "occurrence". We will pay such damages in excess of the Retained Limit Aggregate specified in the Declarations or the amount payable by "other insurance," whichever is greater.
2. Damages because of "bodily injury" include damages claimed by any person or organization for care or loss of services resulting at any time from "bodily injury".
3. This coverage applies anywhere.
4. The amount we will pay is limited as described in Limits of Insurance.
5. Coverage B will not apply to any loss, claim or "suit" for which insurance is afforded under "underlying insurance" or would have been afforded except for the exhaustion of the limits of insurance of "underlying insurance".
6. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.
7. If we are prevented by law from paying on behalf of the "insured" for coverage provided under this insurance, then we will indemnify the "insured".

UMB 00 02 0413

8. This insurance applies to "bodily injury" and "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - b. The "bodily injury" or "property damage" occurs during the "policy period"; and
 - c. Prior to the "policy period", no "insured" and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".
9. "Bodily injury" or "property damage" which occurs during the "policy period" and was not, prior to the "policy period", known to have occurred by any "insured" or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "policy period".
10. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
11. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the "policy period".

control of the investigation, settlement or defense of any claim or "suit" against the "insured" for damages covered by this policy:

1. under Coverage A, when the applicable limit of "underlying insurance" has been exhausted by payment of claims; or
 2. under Coverage B, when damages are sought for "bodily injury", "property damage", or "personal and advertising injury" to which no "underlying insurance" or "other insurance" applies.
- B. In those circumstances where paragraph A. above applies, in addition to the applicable Limits of Insurance we will pay our expenses and the following to the extent that they are not included in "underlying insurance":
1. Up to \$3,000 for the cost of bail bonds. We do not have to furnish these bonds.
 2. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds.
 3. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off work.
 4. All court costs taxed against the "insured" in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured";
 5. Pre-judgment interest awarded against the "insured" on that part of the judgment we become obligated to pay. However, if we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 6. All interest awarded against the "insured" on that amount of any judgment that is within the applicable Limits of Insurance that we become obligated to pay that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment we are obligated to pay.

These Payments will not reduce the limits of insurance.

DEFENSE AND SUPPLEMENTARY PAYMENTS

Applicable to Coverage A and Coverage B

- A. We have the right and the duty to assume

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Page 3 of 20

UMB 00 02 0413

C. In those circumstances where paragraph **A.** above does not apply we do not have the duty to assume control of the investigation, settlement or defense of any claim or "suit" against the insured. We do, however, have the right to participate in the investigation, settlement or defense of any claim or "suit" that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not defend any "suit" after we have exhausted the applicable Limit of Insurance as stated in the Declarations.

If we are prevented by law or otherwise from carrying out the provisions of this section, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, we will pay any expense incurred with our consent.

LIMITS OF INSURANCE

A. Applicable to Coverage A and Coverage B

1. With respect to Coverage A and Coverage B, the Limits of Insurance shown in the Declarations and the rules below determine the most we will pay, regardless of the number of:

- a. "insureds";
- b. claims made or "suits" brought against any or all "insureds";
- c. coverages provided under this policy; or
- d. persons or organizations making claims or bringing "suits".

2. The Limits of Insurance of this policy will apply as follows:

- a. The limit for Each Occurrence stated in the Declarations is the most we will pay for all damages arising out of any one "occurrence" even if such damages are covered, in whole or in part, under both Coverage A and Coverage B.

Any amount paid for damages arising out of an "occurrence" will reduce the amount of the applicable aggregate limit of insurance available for payment of damages arising out of any other "occurrence".

If the applicable aggregate limit of insurance has been reduced by payment of damages to an amount that is less than the limit of Each Occurrence stated in the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of damages arising out of any other "occurrence".

b. Subject to paragraph **2.a.** above, the limit stated in the Declarations for the Products-Completed Operations Agg re-gate is the most we will pay for all damages under the "products-completed operations hazard".

c. Subject to paragraph **2.a.** above, the limit stated in the Declarations for the Other Aggregate is the most we will pay for all damages under Coverage **A**, or separately under Coverage **B**, except for:

- 1) damage covered under the "products-completed operations hazard" or,
- 2) damage covered under "underlying insurance" to which no underlying aggregate limit applies.

3. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

B. Applicable to Coverage A Only

1. With respect to Coverage A and subject to paragraphs **2.a.**, **2.b.** and **2.c.** above:

- a. if the limits of "underlying insurance" have been reduced by payment of "loss", this policy will immediately apply excess of the reduced underlying limit; or
- b. if the limits of "underlying insurance" have been exhausted by payment of loss, this policy will continue in force as "underlying insurance".

2. The provisions of **1.a.** and **1.b.** above apply to injury or offense which takes place before the expiration of this policy or the underlying policy, whichever comes first.

UMB 00 02 0413

EXCLUSIONS**A. Applicable to Coverage A and Coverage B**

Under Coverage A and Coverage B, this insurance does not apply to:

1. **Workers' Compensation And Similar Laws**
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
2. **E. R. I. S. A.**
Any obligation of the insured under the Employees' Retirement Income Security Act of 1974 (E. R. I. S. A.) , and any amendments thereto or any similar federal, state or local statute.
3. **Auto Coverages**
Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.
4. **Abuse or Molestation**
"Injury or damage", "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
 - b. The negligent:
 - 1) Employment;
 - 2) Investigation;
 - 3) Supervision;
 - 4) Reporting to the proper authorities, or failure to so report; or
 - 5) Retention ;
of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.
5. **Cross Suits**
"Injury or damage", "bodily injury", "property damage" or "personal and advertising injury" sustained by any Named insured shown in the Declarations arising out of the activities or operations of any other Named Insured shown in the Declarations.

6. **Damage To "Your Product"**
"Injury or damage" or "property damage" to "your product" arising out of it or any part of it.
7. **Damage To "Your Work"**
"Injury or damage" or "property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".
This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
8. **Employment-related Practices**
"Injury or damage", "bodily injury" or "personal and advertising injury" to:
 - a. A person arising out of any:
 - 1) Refusal to employ that person;
 - 2) Termination of that person's employment; or
 - 3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
 - b. The spouse, child, parent, brother or sister of that person as a consequence of "injury or damage", "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph 1), 2) or 3) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph 1), 2) or 3) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.
9. **Fungi Or Bacteria**
 - a. "Injury or damage", "bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents,

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Page 5 of 20

UMB 00 02 0413

regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "injury or damage", "bodily injury", "property damage", or "personal and advertising injury".

- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

10. Punitive Damages

Any punitive or exemplary damages, fines or penalties.

11. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

12. Silica Or Silica-Related Dust

- a. "Injury or damage", "bodily injury", "property damage" or "personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

13. Asbestos, Electronic Emissions, Lead or Radon

"Injury or damage", "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- a. Asbestos including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of asbestos or any other duty involving asbestos;
- b. Electromagnetic emissions or radiation including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of electromagnetic emissions or radiation or any other duty involving electromagnetic emissions or radiation;
- c. Lead including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving lead; or
- d. Radon or any other radioactive emissions, manmade or natural, including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of radon or any other radioactive emissions or any other duty involving radon or other radioactive emissions.

B. Applicable to Coverage A Only

The exclusions applicable to the "underlying insurance" also apply to this insurance. Additionally, this insurance does not apply to:

- 1. Damage To Property
"Injury or damage" to:
 - a. Property:

UMB 00 02 0413

- 1) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - 2) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- b. Premises you sell, give away or abandon, if the "injury or damage" arises out of any part of those premises;
 - c. Property loaned to you;
 - d. Personal property in the care, custody or control of the insured;
 - e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "injury or damage" arises out of those operations; or
 - f. That particular part of any property that must be restored, repaired or replaced because your work (as defined in the "underlying insurance") was incorrectly performed on it.

Paragraph **b.** of this exclusion does not apply if the premises are your work (as defined in the "underlying insurance") and were never occupied, rented or held for rental by you.

Paragraphs **a.2), c., d., e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.** and **d.** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **f.** of this exclusion does not apply to "injury or damage" included in the "products-completed operations hazard".

2. Auto Pollution

"Injury or damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- 1) Being transported or towed by, handled or handled for movement into, onto or from the "covered auto";
- 2) Otherwise in the course of transit by or on behalf of the "insured"; or
- 3) Being stored, disposed of, treated or processed in or upon the "covered auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the "covered auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the "covered auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the "covered auto" or its parts, if:

- 1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- 2) The "injury or damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **10.b.** and **10.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "occurrences" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a "covered auto" if:

- 1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a "covered auto"; and
- 2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

UMB 00 02 0413

3. Other Than Auto Pollution

a. "Injury or damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

a) "Injury or damage" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

b) "Injury or damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

c) "Injury or damage" arising out of heat, smoke or fumes from a "hostile fire";

2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

a) Any insured; or

b) Any person or organization for whom you may be legally responsible or

4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any

insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

a) "Injury or damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "injury or damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

b) "Injury or damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

c) "Injury or damage" arising out of heat, smoke or fumes from a "hostile fire".

5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants."

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b. Any loss, cost or expense arising out of any:

- 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "injury or damage" the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

C. Applicable to Coverage B Only

Under Coverage B, this insurance does not apply to:

1. Expected Or Intended Injury
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
2. Contractual Liability
"Bodily injury", "property damage" or "personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.
This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
3. Liquor Liability
"Bodily injury" or "property damage" for which any insured may be held liable by reason of:
 - a. Causing or contributing to the intoxication of any person;
 - b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance, regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in:

- 1) The supervision, hiring, employment, training or monitoring of others by that "insured"; or
- 2) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in paragraph a., b., or c.

4. Auto Coverages

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" within the United States of America, including its possessions and territories; Puerto Rico; and Canada, or while "autos" are being transported between these places.

5. Employer's Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - 1) Employment by the insured; or
 - 2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property

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Page 9 of 20

UMB 00 02 0413

damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any "insured".

7. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

8. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

9. Damage To Property

"Property damage" to:

- a. Property :
 - 1) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - 2) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing

operations, if the "property damage" arises out of those operations; or

- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

10. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

11. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

12. Professional Services

"Bodily injury", "property damage" and "personal and advertising injury" due to the rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

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- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d. Engineering services, including related supervisory or inspection services;
- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardio-vascular fitness, body-building or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing or tattooing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" which caused the "bodily injury", "property damage" or "personal and advertising injury" involved the rendering of or failure to render any professional service,

13. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

14. "Personal and Advertising Injury"

- a. Knowing Violation Of Rights Of Another
Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. Material Published With Knowledge Of Falsity
Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. Material Published Prior To Policy Period
Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.
- d. Criminal Acts
Arising out of a criminal act committed by or at the direction of the insured.
- e. Breach Of Contract
Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- f. Quality Or Performance Of Goods - Failure To Conform To Statements
Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- g. Wrong Description Of Prices
Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

UMB 00 02 0413

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Page 11 of 20

UMB 00 02 0413

- h. Infringement Of Copyright , Patent, Trademark, Trade Secret Or Trade Name

Arising out of the infringement of copyright, patent, trademark, trade secret, trade name, or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement , in your "advertisement ", of copyright, trade dress or slogan.

- i. Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

- 1) Advertising, broadcasting, publishing or telecasting;
- 2) Designing or determining content of websites for others; or
- 3) An Internet search, access, content or service provider.

A.

However, this exclusion does not apply to Paragraphs **13.a.**, **b.** and **c.** of "personal and advertising injury" under the **DEFINITIONS** section, **C. Applicable to Coverage B Only.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- j. Electronic Chatrooms Or Bulletin Boards
- Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

- k. Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

15. Pollution

- a. Bodily injury ", "property damage" or "personal and advertising injury" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

- b. Any loss, cost or expense arising out of any:

- 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

DEFINITIONS

Applicable to Coverage A and Coverage B

As used in Coverage A and Coverage B:

1. "Auto" means:

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

However, "auto" does not include "mobile equipment".

2. "Covered auto" means only those "autos" to which "underlying insurance" applies.
3. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
4. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which the "insured" is legally obligated to pay as damages because of injury or offense, after making proper deductions for all recoveries and salvage.
5. "Mobile equipment" means any of the following types of land vehicles , including any attached machinery or equipment:
 - a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

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- b. vehicles maintained for use solely on or next to premises you own or rent;
- c. vehicles that travel on crawler treads;
- d. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1) power cranes, shovels, loaders, diggers or drills; or
 - 2) road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1) air compressors, pumps and generators including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2) cherry pickers and similar devices used to raise or lower workers;
- f. vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- 1) equipment designed primarily for:
 - a) snow removal;
 - b) road maintenance, but not construction or resurfacing; or
 - c) street cleaning;
- 2) cherry pickers, and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 6. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 7. "Other insurance" means a policy of insurance affording coverage that this policy also affords. "Other insurance" includes any type of self-insurance or other mechanism by which an "insured" arranges for funding of legal liabilities.
 "Other insurance" does not include "underlying insurance" or a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.
- 8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 9. "Products-completed operations hazard" means all "injury or damage", "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - a. products that are still in your physical possession; or
 - b. work that has not yet been completed or abandoned "Your work" will be deemed completed at the earliest of the following times:
 - 1) when all of the work called for in your contract has been completed;
 - 2) when all the work to be one at the site has been completed if your contract calls for work at more than one site; or
 - 3) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement but which is otherwise complete, will be treated as completed.

This hazard does not include "injury or damage", "bodily injury" or "property damage" arising out of:

UMB 00 02 0413

- 1) the transportation of property, unless the "injury or damage" "bodily injury " or "property damage", arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by loading or unloading of that vehicle by any insured; or
 - 2) the existence of tools, uninstalled equipment or abandoned or unused materials
10. "Silica " means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
11. "Silica-related dust" means a mixture or combination of silica and other dust or particles.
12. "Suit" means a civil proceeding in which injuries or damages to which this insurance applies are alleged. "Suit" includes:
- a. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
13. "Underlying insurance" means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy, including any type of self-insurance or alternative method by which the "insured" arranges for funding of legal liabilities that affords coverage that this policy covers.
- "Underlying insurance" does not include any Extended Reporting Periods on the policies shown in the Declarations. Extended Reporting Periods must be endorsed onto this policy by us.
14. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of Underlying Insurance.
15. "Your product" means:
- a. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 1) you;
 - 2) others trading under your name; or
 - 3) a person or organization whose business or assets you have acquired; and

- b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. warranties or representations made at any time with respect to the fitness , quality, durability, performance or use of "your product"; and
- b. the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for use of others but not sold.

16. "Your work" means:

- a. work or operations performed by you or on your behalf; and
- b. materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. warranties or representations made at any time with respect to the fitness , quality, durability, performance or use of "your work"; and
- b. the providing of or failure to provide warnings or instruction.

B. Applicable to Coverage A Only

As used in Coverage A:

1. "Injury or damage" means any injury or damage covered in the applicable "underlying insurance" arising from an "occurrence".
2. "Insured" means:
 - a. the Named Insured stated in the Declarations;
 - b. any person or organization, other than an additional insured, included as an "insured" in "underlying insurance"; and
 - c. any additional insured under any policy of "underlying insurance" will automatically be an "insured" under this insurance.

Subject to the LIMITS OF INSURANCE section, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

UMB 00 02 0413

- 1) the minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
- 2) the amount of insurance available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.
3. "Covered auto" means only those "autos" to which "underlying insurance" applies.
4. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

C. Applicable to Coverage B Only

As used in Coverage B:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Bodily injury" means physical injury, sickness or disease to a person and, if arising out of the foregoing, mental anguish, mental injury, shock or humiliation, including death at any time resulting therefrom.
3. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanctions or embargo by the United States of America.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by laws or any other similar governing document.
6. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. you have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. the repair, replacement adjustment or removal of "your product" or "your work";
 - b. your fulfilling the terms of the contract or agreement.

7. "Insured" means:

- a. If you are designated in the Declarations as:
 - 1) An individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner.
 - 2) A partnership or joint venture, your members, partners and their spouses are also "insureds", but only with respect to the conduct of your business.
 - 3) A limited liability company, any member, but only with respect to the conduct of your business. Your managers are "insureds" but only with respect to their duties as your managers.
 - 4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
- b. Any organization over which the Named Insured maintains majority interest and to which more specific insurance does not apply, other than one which you newly acquire or form;
- c. Any newly acquired or formed organization over which the Named Insured maintains majority interest and to which more specific insurance does not apply; provided that this policy does not apply to any injury or damage that took place before you acquired or formed the organization;
- d. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury":

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Page 15 of 20

UMB 00 02 0413

- 1) To you, to your partners or members (if you are a partnership or joint venture) , to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business;
 - 2) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph 1) above; or
 - 3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph 1) or 2) above.
- e. any person or organization while acting as your real estate manager; or
- f. your legal representative if you die, but only with respect to duties as such.
- No person or organization is an "insured" with respect to the conduct of any current, past or newly formed partnership or joint venture that is not designated within the Declarations of this policy as Named Insured.
8. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does include a "temporary worker".
 9. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses committed in the course of your business:
 - a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organizations goods, products or services;

- e. oral or written publication of material that violates a person's right of privacy;
 - f. discrimination, unless insurance coverage therefore is prohibited by law or statute;
 - g. the use of another's advertising idea in your "advertisement"; or
 - h. infringing upon another's copyright, trade dress or slogan in your "advertisement".
10. "Property damage" means:
- a. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.
11. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
12. "Tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

CONDITIONS

Applicable to Coverage A and Coverage B

The following Conditions are applicable to both Coverage A and Coverage B.

1. Appeals

At our option we can initiate or participate in an appeal of a judgment against any "insured" if the judgment is for more than the amount of the Retained Limit Aggregate stated in the Declarations or the Limits of Insurance of "underlying insurance". If we initiate or participate in an appeal, we will pay our costs of the appeal. These payments will be in addition to the Limits of Insurance of this policy.
2. Audit of Books and Records

We may audit the "insured's" books and records at any time during the term of this insurance or within three years after expiration or termination.
3. Bankruptcy or Insolvency
 - a. Bankruptcy or Insolvency of Insured

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of our obligations under this policy.

UMB 00 02 0413

b. Bankruptcy or Insolvency of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this policy.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

4. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- 1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this policy. This policy can only be changed by a written endorsement that becomes part of this policy.

6. Duties in the Event of "Occurrence", Claim or "Suit"

a. You must see to it that we and your "underlying insurers":

1) are notified as soon as possible of any "occurrence" which may result in a claim if the claim may involve this policy or any "underlying insurance";

2) receive notice of the claim or "suit" as soon as possible;

3) are helped, at our request, to enforce any right against any person or organization which may be liable to the "insured" because of injury or damage to which this insurance applies; and

4) receive the "insured's" full cooperation as stated in this policy or in any "underlying insurance".

b. Additionally, it is a requirement of this policy that:

1) the "insured" not make any admission of liability; and

2) the "insured" not, unless we agree, incur any expense or make any payment other than for first aid. Any such unauthorized expenses will be the "insured's" own cost.

7. First Named Insured

The person or organization first named in the Declarations is primarily responsible for the payment of all premiums. The first Named Insured will act on behalf of all other "insureds" for the giving and receiving of notice of cancellation and the receiving of any return premiums that become payable under this policy.

8. Inspections and Surveys

a. We have the right but are not obligated to:

1) make inspections and surveys at anytime;

2) give you reports on the conditions we find; and

3) recommend changes.

b. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

UMB 00 02 0413

- 1) are safe or healthful; or
 - 2) comply with laws, regulations codes or standards.
 - c. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
9. Maintenance of Underlying Insurance
- a. While this policy is in effect you agree to maintain "underlying insurance" in full force. This means that:
 - 1) "underlying insurance" may not be cancelled or non-renewed by either you or the insurance company without notifying us;
 - 2) renewals or replacements of "underlying insurance" will not be more restrictive in coverage;
 - 3) terms, conditions and endorsements of "underlying insurance" will not materially change;
 - 4) collectability of "underlying insurance" limits as listed in the Schedule of Underlying Insurance, or replacements thereof, must be available regardless of the bankruptcy or insolvency of the "underlying insurers"; and
 - 5) limits of "underlying insurance" will not change except for any reduction in the aggregate limits of insurance by payment of loss.
 - b. Your failure and/or your "underlying insurer's" failure to comply with this condition will not invalidate this policy, but in the event of such failure we will only be liable to the same extent as if there had been compliance with this condition.

10. "Other Insurance"

If "other insurance" applies to claims covered by this policy, the insurance under this policy is excess and we will not make any payments until the "other insurance" has been exhausted by payment of claims. This insurance is not subject to the terms or conditions of any "other insurance".

10. "Other Insurance"

If "other insurance" applies to claims covered by this policy, the insurance under this policy is excess and we will not make any payments until the "other insurance" has been exhausted by payment of claims. This insurance is not subject to the terms or conditions of any "other insurance".

11. Other Umbrella Liability Policies

If this policy and any other umbrella liability policy issued to you by us or any affiliated Company apply to the same "occurrence", the total maximum amount payable under all policies shall not exceed the highest applicable limit of liability under any one policy.

12. Policy Period

- a. If the "underlying insurance" applies on a claims-made basis, this insurance will respond to injury or damage only if a claim for damages is first received and recorded, in the manner prescribed by the "underlying insurance", during the policy period of this insurance shown in the Declarations, including any Extended Reporting Period applicable to this insurance, regardless of any Extended Reporting Period applicable to "underlying insurance".
- b. If the "underlying insurance" does not apply on a claims-made basis, this insurance will respond to injury or damage that occurs or arises from an offense committed during the policy period of this insurance shown in the Declarations.

13. Premium

The premium for this policy as stated in of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

14. Representations or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

UMB 00 02 0413

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. as if each Named Insured were the only Named Insured; and
- b. separately to each "insured" against whom claim is made or "suit" is brought.

16. Transfer of Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is apportioned anyone having temporary custody of your property will have your rights and duties, but only with respect to that property.

17. Transfer of Rights of Recovery

- a. If the "insured" has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.
- b. Any amount recovered will be appointed in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. When Loss is Payable

This policy will not apply until the "insured", or the "insured's" "underlying insurer", is obligated to pay the full amount of the underlying limit or Retained Limit Aggregate. When the amount of "loss" has finally been determined, we will promptly pay on behalf of the "insured" the amount of "loss" which falls within the terms of this policy. The first Named Insured will promptly reimburse us for any amount within the Retained Limit Aggregate paid by us.

1. Under any Liability Coverage, to "bodily injury" or "property damage":

- a. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which {a} any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or {b} the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**3. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- a. The "nuclear material" {a} is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or {b} has been discharged or dispersed therefrom;
- b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

NUCLEAR ENERGY LIABILITY EXCLUSION

- A. The insurance does not apply:

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Page 19 of 20

UMB 00 02 0413

- c. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed

primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

CUM 010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULL

Policy Number: ACP CU013140218514

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL UMBRELLA LIABILITY POLICY
SCHEDULE

NAME OF PERSON OR ORGANIZATION:

(IF NO ENTRY APPEARS ABOVE, INFORMATION REQUIRED TO COMPLETE THIS ENDORSEMENT
WILL BE SHOWN IN THE DECLARATIONS AS APPLICABLE TO THIS ENDORSEMENT.)

PARAGRAPH 17. TRANSFER OF RIGHTS OF RECOVERY UNDER CONDITIONS IS AMENDED BY
THE ADDITION OF THE FOLLOWING:

WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION
SHOWN IN THE SCHEDULE ABOVE BECAUSE OF PAYMENTS WE MAKE FOR INJURY OR DAMAGE
ARISING OUT OF YOUR ONGOING OPERATIONS OR "YOUR WORK" DONE UNDER A CONTRACT
WITH THAT PERSON OR ORGANIZATION AND INCLUDED IN THE "PRODUCTS-COMPLETED
OPERATIONS HAZARD". THIS WAIVER APPLIES ONLY TO THE PERSON OR ORGANIZATION SHOW
IN THE SCHEDULE ABOVE.

Policy Number: ACP WC013140218514

**WORKERS COMP
WC 00 03 13 04 84****WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

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

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned By _____

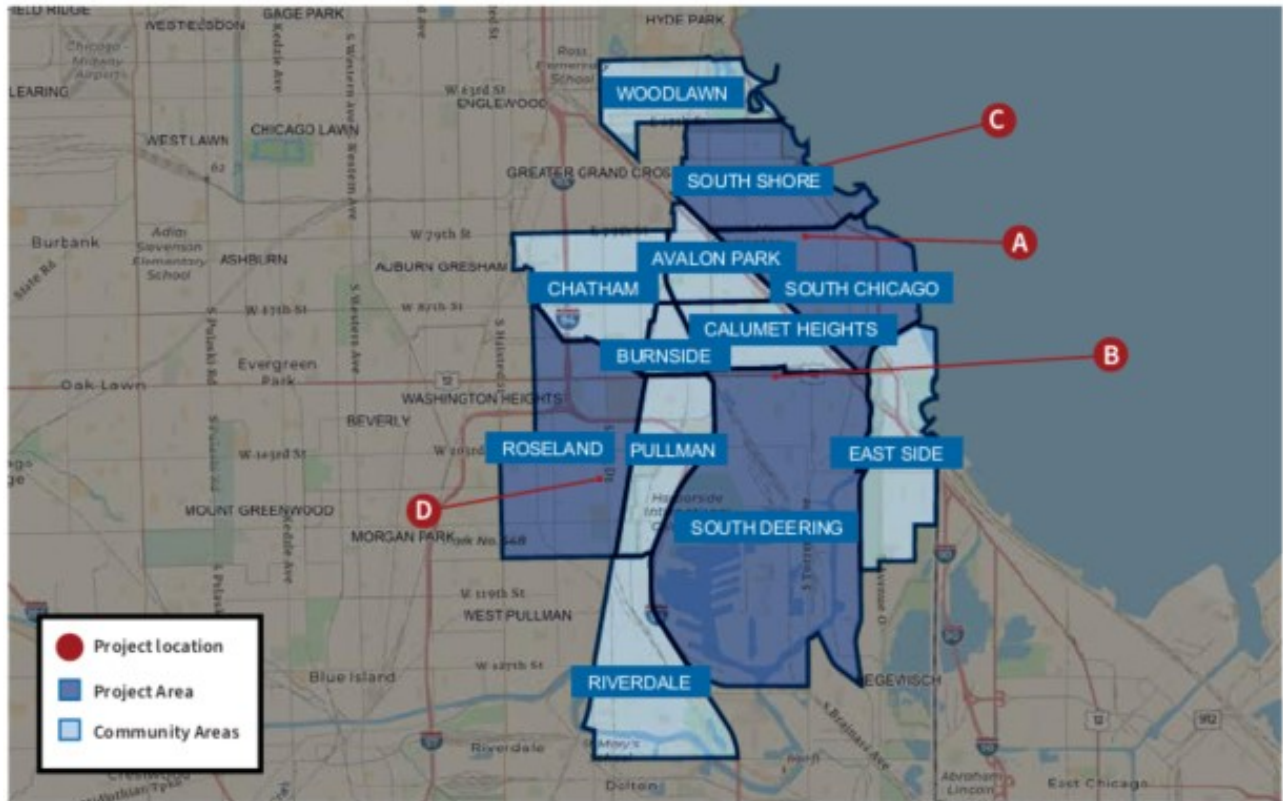
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Page 1 of 1

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT #3 PROJECT COMMUNITY AREA MAP



CDOT Capital Program – Alleys (Various Locations) – Package 10

Proposed Sites

- A. East 79th St. / E. 81st St. / South Kingston Ave. / South Colfax Ave. – Ward 7
- B. East 95th St. / East 96th St. / South Merrion Ave. / South Oglesby Ave. – Ward 7
- C. East 73rd St. / East 74th St. / South Oglesby Ave. / South Yates Blvd. – Ward 7
- D. East 108th St. / East 109th St. / South Indiana Ave. / South Prairie Ave. – Ward 9

PUBLIC BUILDING COMMISSION OF CHICAGO

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. 95 th Street Chicago, IL 60619 Omar Shareef 312-446-5984 aacanatlassoc@gmail.com www.aacanatl.org	CANDO Corporation 1633 S Michigan Ave Chicago, IL 60615 LaVerne Hall (312) 488-9338 LHall@candocorp.net	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 Cook Workforce Partnership 69 W Washington Street Suite 2860 Chicago, IL 60602 Claudia Cattouse ccattouse@chicocookworks.org chicocookworks.org	Chicago Minority Supplier Development Council 140 S. Dearborn Street Suite 1605 Chicago, IL 60603 Neda Sharp (312) 755-2554 nsharp@chicagomsdc.org chicagomsdc.org	Chicago UNIDOS in Construction 2822 N Neva Ave Chicago, IL 60634 Juan F Calahorrano P (312) 690-3609 X 800 ChicagoUNIDOSinConstruction@gmail.com
Chicago Urban League 4510 S Michigan Ave, 3rd Floor Chicago, IL 60653 Kelly Evans (773) 258-8500 kevans@chiul.org chiul.org	Chicago Women in Trades 2444 W 16th St Chicago, IL 60608 Jayne Vellinga (312) 942-1444 jvellinga@cwit2.org chicagowomenintrades2.org	ConstructConnect 3825 Edwards Road, #800 Cincinnati, OH 45209 Amanda Beyer (513) 458-5837, Extension 5108336 amanda.beyer@constructconnect.com ConstructConnect.com
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	Federation of Women Contractors 8745 W. Higgins Road Suite 110 Chicago, IL 60631 Jaemie Neely (312) 360-1122 info@fwcchicago.com fwcchicago.com	HIRE360 Chicago 2540 S State Street Chicago, IL 60616 Deborah Whitaker (312) 575-2500 dwhitaker@hire360chicago.com Hire360Chicago.com
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	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	Rainbow/PUSH Coalition 930 E 50th St Chicago, IL 60615 John Mitchell (773) 256-2766 jmitchell@rainbowpush.org rainbowpush.org
South Shore Chamber, Inc. 1750 E 71st St Chicago, IL 60649 Tonya Trice (773) 955-9508 ttrice@southshorechamberinc.org southshorechamberinc.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's Business Development Center 8 S Michigan Ave, #400 Chicago, IL 60603 Donna Beasley (312) 853-3477 dbeasley@wbdc.org wbdc.org	Women Construction Owners & Executives 308 Circle Ave Forest Park, IL 60130 Mary Kay Monaghan (312) 613-1139 mkm@mkmsservices.com wcoesa.org	

Date/Time Updated: 2/4/2026 5:59 PM

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

BID BOND

CONTRACTOR:

(Name, legal status and address)

Sumit Construction Co., Inc.

4150 W. Wrightwood Avenue
Chicago, Illinois 60639

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address):

Public Building Commission of Chicago

50 W. Washington Street, Room 200
Chicago, Illinois 60602

BOND AMOUNT: Five Percent of Bid Price

(5%)

PROJECT:

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

Chicago Department of Transportation (CDOT) Capital Program Alleys (Various Locations) – Package 10

C.D.O.T. Project No.: U-6-242,

PBC Project Numbers: 22961, 22962, 22963 and 22964; Contract No.: C1633

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

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

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

Signed and sealed this **5th** day of **August, 2026.**


(Witness)

Sumit Construction Co., Inc.
(Principal)

(Title)




(Witness) Gina M. Damato, Witness

Travelers Casualty and Surety Company of America
(Surety)

(Title) **David C. Banks, Attorney-In-Fact**

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition



STATE OF ILLINOIS
COUNTY OF KENDALL }

I, Gina Marie Damato a Notary Public in and for said
County, do hereby certify that **David C. Banks** Attorney -in-
Fact, of the:

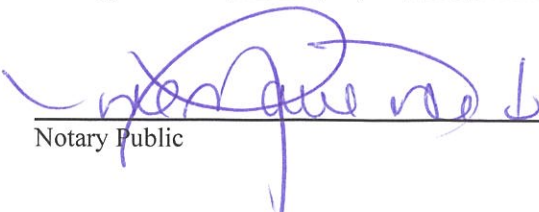
THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Yorkville in said
County, this 5th day of August A.D. 2026


Notary Public





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

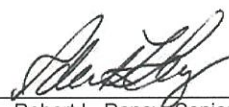
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David C Banks** of **WHEATON**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

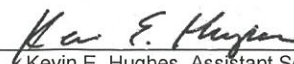
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **August**, 2026




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**