

**CONTRACTOR:** MQ Sewer & Water Contractors, Inc. DBA MQ Construction Company  
**CONTACT NAME:** Brent Taylor  
**ADDRESS:** 4323 N. Central Ave.  
**CITY/STATE/ZIP:** Chicago, IL 60634  
**PHONE NUMBER:** 773-545-4749  
**FAX NUMBER:** 773-545-6528  
**EMAIL:** brentMQ@gmail.com

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

**BOOK 1:**

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

**CONTRACT NO. C1605**

**WORKS PROGRESS ADMINISTRATON ("WPA") STREET RECONSTRUCTION (FILLMORE STREET)  
WEST FILLMORE STREET FROM SOUTH CAMPBELL AVENUE TO DEAD END WEST  
CHICAGO, IL 60612  
PROJECT #22687  
CDOT PROJECT #B-3-687**

## **PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Brandon Johnson  
Chairman**

Ray Giderof  
Acting Executive Director

Richard J. Daley Center  
50 West Washington Street  
Room 200  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)

ISSUED FOR BID ON: 11/16/2023

*Any Contract entered into as a result of this bid process is governed by: All Volumes (as applicable) of Book 1 "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.*

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

MQ Sewer & Water Contractors, Inc. d/b/a MQ  
Construction Company

4323 N. Central Ave.

Chicago, IL 60634

### OWNER:

(Name, legal status and address)

Public Building Commission of Chicago

50 W. Washington Street, Room 200

Chicago, IL 60602

### SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company

P.O. Box 712

Des Moines, IA 50306-0712

Mailing Address for Notices

1411 Opus Place, Ste. 450

Downers Grove, IL 60515

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

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

### PROJECT:

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

Work Progress Administration ("WPA") Street Reconstruction (Fillmore Street) West Fillmore Street From South Campbell Avenue To Dead End West, Chicago, IL 60612. Project #22687, CDOT Project #B-3-687

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 considered as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of December, 2023

Francesca D. Picklin  
(Witness) Francesca D. Picklin

Alexa K. Costello  
(Witness) Alexa K. Costello

MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company

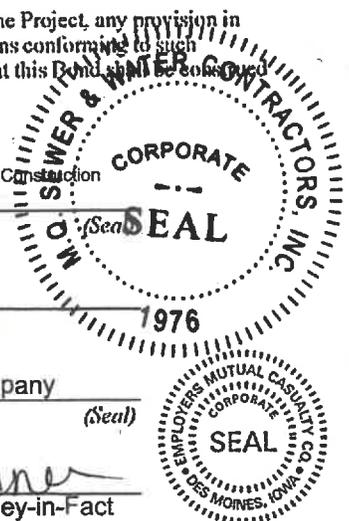
(Principal)

By: [Signature]  
(Title)

Employers Mutual Casualty Company

(Surety)

By: [Signature]  
(Title) Kelly A. Gardner Attorney-in-Fact



State of Illinois

County of DuPage

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

I, Alexa K. Costello Notary Public of DuPage County, in the State of Illinois,

do hereby certify that Kelly A. Gardner Attorney-in-Fact, of the Employers Mutual Casualty

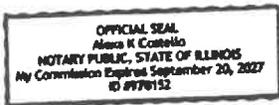
Company who is personally known to me to be the same person whose

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

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

Employers Mutual Casualty Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in  
said County, this 19th day of December, 2023.



Alexa K. Costello

Notary Public

Alexa K. Costello

My Commission expires:

September 20, 2027



P.O. Box 712 • Des Moines, Iowa 50306-0712

### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Kelly A. Gardner**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond  
 Principal : MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company  
 Oblige : Public Building Commission of Chicago

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

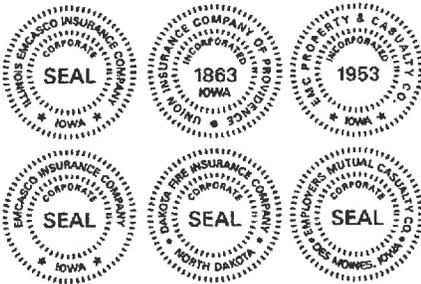
### AUTHORITY FOR POWER OF ATTORNEY

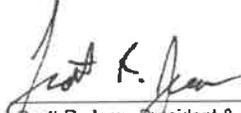
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF,** the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19<sup>th</sup> day of September, 2022.

Seals

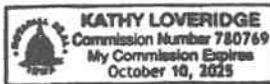


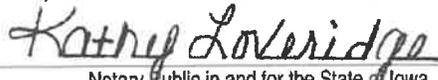
  
 Scott R. Jean, President & CEO  
 of Company 1/Chairman, President  
 & CEO of Companies 2, 3, 4, 5 & 6

  
 Todd Strother, Executive Vice President  
 Chief Legal Officer & Secretary of  
 Companies 1, 2, 3, 4, 5 & 6

On this 19<sup>th</sup> day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.



  
 Kathy Loveridge  
 Notary Public in and for the State of Iowa

### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19<sup>th</sup> day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19<sup>th</sup> day of December, 2023.

  
 Ryan J. Springer  
 Vice President

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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# PUBLIC BUILDING COMMISSION OF CHICAGO

## I. INTRODUCTION

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

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

## II. PROJECT INFORMATION

### A. General Information

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

**CONTRACT NO. C1605**

**WORKS PROGRESS ADMINISTRATION ("WPA") STREET RECONSTRUCTION (FILLMORE STREET)  
WEST FILLMORE STREET FROM SOUTH CAMPBELL AVENUE TO DEAD END WEST  
CHICAGO, IL 60612  
PROJECT #22687  
CDOT PROJECT #B-3-687**

2. General Description of Scope of Work:

The project consists of a Works Progress Administration ("WPA") street reconstruction Project including: full depth pavement reconstruction of West Fillmore Street between South Campbell Avenue and Dead End West. More specifically, work consists of: full-depth pavement reconstruction of West Fillmore Street from South Campbell Avenue to Dead End. Work includes but isn't limited to excavation, portland cement concrete base course, hot-mix asphalt surface course, sewer main and drainage structures, water main, concrete curb and gutter, concrete sidewalks, tactile/detectable warning surface system for curb ramps, concrete driveways and alleys, lighting, thermoplastic pavement marking, signs, topsoil, sodding, and tree planting. Contractor will be required to prepare and submit a Site Utilization Plan for approval prior to mobilization.

3. Construction Budget for Base Work Only: \$1,800,000.00 to \$2,000,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: City of Chicago – Department of Transportation (CDOT)
5. Project is located in Ward: 28
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
7. Requests for Information: Bidders are to submit requests for information, in writing, via email to the attention of Mr. James Borkman, PBC Contract Officer at: [james.borkman@cityofchicago.org](mailto:james.borkman@cityofchicago.org).
8. Contract Documents Availability: Documents are available at: Cushing and Company, 213 W. Institute Pl. Suite 200 Chicago, IL 60610. Contact name: Joe Ott. Telephone number: 312-266-8228.

Cushing and Company Planroom: <http://dfs.cushingco.com/pbc.htm>

9. **Pre-Bid Meeting Date, Time, and Location:** November 28, 2023, at 10:00a.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.

10. **Technical Review Meeting Date, Time, and Location:** November 28, 2023, at 10:30a.m. via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.

11. **Site Visit Meeting Date, Time, and Location:**

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.
- d. Bidders shall comply with all COVID-19 protocols in accordance with City of Chicago and CDC guidelines.

12. **Bid Due Date and Public Bid Opening Date, Time, and Location:** Bids Due: Bids are due **TUESDAY, DECEMBER 19, 2023 at 11:00a.m.** and a Public Bid Opening will be held immediately following receipt of bids via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.

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

14. Document Deposit: N/A

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

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

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

18. **Pre-Award Meeting Date, Time, and Location:** A Pre-Award is tentatively scheduled for **Wednesday, December 20, 2023 at 11:00 a.m.** via ZOOM virtual meeting platform. For meeting details, refer to Section II.A.20.

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

- a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
- b. Invite principals of all MBE/WBE Subcontractors listed on Schedule D
- c. Provide and be prepared to discuss the Schedule of Values for the project
- d. Provide a list of Pre-Award meeting attendees in advance of the meeting

19. **Notice of Award** is anticipated to be issued following January 2024 PBC Board of Commissioners Meeting. The successful General Contractor will be required to return a compliant Certificate of Insurance and Payment and Performance Bond within seven (7) days of the issuance of the Notice of Award.

20. **All meetings referenced throughout this document will be hosted on ZOOM virtual meeting platform. To join click on the link or call the number below:**

<b>Meeting Link:</b>	<a href="#">WPA Street Reconstruction (Fillmore Street)</a>
<b>Meeting Phone Number:</b>	312-626-6799
<b>Meeting ID:</b>	812 4984 4248
<b>Meeting Passcode:</b>	None required

## **B. Mandatory Project Specific Contractor Staffing Requirements**

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

**C. Scheduling Software Requirements**

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

**D. Online Collaboration and Documentation Management System Requirements**

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

**E. Time of Completion**

Substantial Completion must be achieved no later than September 30, 2024. Schedule Milestones must be completed as follows:

Milestone Descriptions	Milestone Dates
<p><b>Schedule Milestone #1: Mobilization</b></p> <ul style="list-style-type: none"> <li>Pre-Construction, including Construction Submittal, Material and Equipment Procurement, Schedule Preparation, Mobilization, etc.</li> </ul>	4/30/2024
<p><b>Substantial Completion:</b></p> <ul style="list-style-type: none"> <li>Full-depth pavement reconstruction of West Fillmore Street from South Campbell Avenue to Dead End. Work includes but isn't limited to excavation, portland cement concrete base course, hot-mix asphalt surface course, sewer main and drainage structures, water main, concrete curb and gutter, concrete sidewalks, tactile/detectable warning surface system for curb ramps, concrete driveways and alleys, lighting, thermoplastic pavement marking, signs, topsoil, sodding, etc.</li> </ul> <p>(Start no sooner than April 1, 2024)</p>	9/30/2024
<p><b>Schedule Milestone #2: Tree Planting</b></p> <p>(Start no sooner than October 1, 2024)</p>	11/30/2024

**F. Commission’s Contract Contingency**

- The Commission’s Contract Contingency for this Project is: \$200,000.00
- 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**

- 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 **\$1,000.00 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.
- The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor’s final pay request.

3. Substantial Completion of the Work is defined in Book 2, Section 1.01.37.

#### **I. Prevailing Wage Rates**

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

### **III. INSTRUCTIONS FOR BIDDERS**

#### **A. Examination of Documents By Bidder**

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

The PBC requests that all questions related to this solicitation be submitted in writing via email to the attention of James Borkman at [james.borkman@cityofchicago.org](mailto:james.borkman@cityofchicago.org) no later than **December 8, 2023**.

#### **B. Interpretations of Addenda**

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

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

#### **C. Pre-Qualification of Bidders**

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

#### **D. Evidence of Continuing Qualifications of Bidder**

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

3. The Bidder must provide the following item(s) with your Bid Submission:

a. Copy of current Contractor's General Contractor License.

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

#### **E. Preparation of Bid**

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

#### **F. Bid Deposit**

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
  - a. Non-withdrawal of the bid after date and time of opening.
  - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.

3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

#### **G. Bidder's Execution of Bid**

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

#### **H. Affidavit of Non-Collusion**

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

#### **I. MBE and WBE Commitments**

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

#### **M. Withdrawal of Bids before Bid Opening**

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

#### **N. Opening of Bids**

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

#### **O. Evaluation of Bids**

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

#### **P. Basis of Award**

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

## Q. Performance and Payment Bond and Insurance

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

## R. Protests

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

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

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

## S. Licensing

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

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

1. Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure as noted in Section III.P. Basis of Award above and otherwise responsive to all the requirements of the Contract Documents.
2. The Bidder agrees its bid shall remain valid for a period of up to 60 days after receipt of bid and the bid cannot be withdrawn until that time.
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within 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**

{INTENTIONALLY OMMITTED}

**Remainder of Page Left Blank Intentionally**

#### IV. BID AND EXECUTION DOCUMENTS

##### A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1605, 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)

No ADDENDUMS

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

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

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

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

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

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

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

**B. BID FORM - WPA STREET RECONSTRUCTION (FILLMORE STREET)**

**PROJECT NAME:** WPA STREET RECONSTRUCTION (FILLMORE STREET)  
**CONTRACT NO:** C1605  
**PROJECT NO:** 22687

**BID FORM**  
(For Electronic Submission)

LINE	DESCRIPTION	AMOUNT
1	Base Work Only (Total from Schedule of Prices)	\$ 2,132,795.30
2	Commission's Contract Contingency	\$ 200,000.00
3	Site Work Allowance	\$ 150,000.00
4	<b>TOTAL BASE BID (equals Line 1 through 3)</b>	<b>\$ 2,482,795.30</b>
5	<b>TOTAL AWARD CRITERIA FIGURE (based on Line 4)</b>	<b>\$ 2,343,758.76</b>

Accepted by the Commission

**SURETY INFORMATION**

(Provide Legal Name and address of Surety)

Name: Employers Mutual Casualty Company  
Address: PO Box 712, Des Moines, Iowa 50306-0712

**BIDDER'S INFORMATION**

Firm Name: MQ Sewer & Water Contractors, Inc. DBA MQ Construction Company  
Date: 12/19/2023

**NOTES/INSTRUCTIONS**

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

1. **Ensure** Schedule of Prices Worksheet is Complete.
2. **Ensure** Award Criteria Worksheet is Complete.
3. **Ensure** Surety Information section, and Bidder's Information section have been populated.
4. **Save** the file.
5. **Convert** the file to PDF.
6. **Include** copy of the Bid Form and Schedule of Prices **within** the scanned copy of the bid.
7. **Attach** the PDF version, **along with** the scanned copy of the bid.
8. **Send email** to: bids@pbchicago.com and james.borkman@cityofchicago.org.

Light Purple	Base Work Only	Base Work Only automatically populates from Schedule of Prices Worksheet (Line 87)
Light Blue	Contingency(ies)	Amount is fixed and will automatically calculate to determine Total Base Bid (Total of 1+2+3)
Light Yellow	Allowance(s)	Amount is fixed and will automatically calculate to determine Total Base Bid (Total of 1+2+3)
Orange	Total Base Bid	Equals Line 1 through 3. Total Base Bid automatically populates.
Green	Total Award Criteria Figure	Based on Line 4 (Total Base Bid figure). Total Award Criteria Figure automatically populates from Award Criteria Figure Worksheet.

**C. SITE WORK ALLOWANCE SCHEDULE****WPA STREET RECONSTRUCTION (FILLMORE STREET) - \$150,000.00**

Item No.	Description of Work	Unit(s)	Unit Price
1	UST Removal (Tank < 2000 gal capacity), including UST Removal Permit.	Each	\$5,000.00
2	UST Removal (Tank 3,000-5,500 gal capacity), including UST Removal Permit.	Each	\$5,500.00
3	UST Removal (Tank 6,000-10,000 gal capacity), including UST Removal Permit.	Each	\$8,500.00
4	UST Removal (Tank > 10,000-15,000 gal capacity), including UST Removal Permit.	Each	\$9,500.00
5	UST Removal (Tank > 15,000 gal capacity), including UST Removal Permit.	Each	\$12,500.00
6	UST tank sludge removal and disposal (55-gallon drum), including UST Removal Permit.	Drums	\$450.00
7	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
8	Waste characterization sample analysis for disposal authorization of soils removed under Allowance Schedule (Including Waste Profile Application)	Sample	\$1,500.00
9	Water analysis for full MWRDGC contaminants List	Each	\$750.00
10	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$2,000.00
11	Contaminated water-hauling and disposal of drums	Drums	\$200.00
12	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
13	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
14	Furnish and place geotextile filter fabric	Square Yard	\$8.00

**NOTES:**

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

**WPA STREET RECONSTRUCTION West Fillmore Street from South Campbell Avenue to Dead End West.**

**CDOT PROJECT NO.: B-3-687 – PBC CONTRACT C1605**

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.

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	*****	SPECIAL EXCAVATION	CU YD	5150	\$ 100.00	\$ 515,000.00
2	20100110	TREE REMOVAL (6 TO 15 IN DIAMETER)	UNIT	130	\$ 75.00	\$ 9,750.00
3	20100210	TREE REMOVAL (OVER 15 IN DIAMETER)	UNIT	30	\$ 125.00	\$ 3,750.00
4	20800150	TRENCH BACKFILL	CU YD	910	\$ 76.00	\$ 69,160.00
5	21101615	TOPSOIL FURNISH AND PLACE, 4-INCH	CU YD	130	\$ 99.00	\$ 12,870.00
6	25200110	SODDING, SALT TOLERANT	SQ YD	1174	\$ 18.00	\$ 21,132.00
7	*****	TREE PLANTING, 2-1/2 INCH TO 3-INCH B&B	EACH	21	\$ 975.00	\$ 20,475.00
8	CDOT2510010	SHREDDED HARDWOOD BARK MULCH	SQ YD	117	\$ 13.00	\$ 1,521.00
9	CDOT3110010	SAND CUSHION, VARIABLE DEPTH	CU YD	100	\$ 100.00	\$ 10,000.00
10	31101100	SUB-BASE GRANULAR MATERIAL, TYPE B, 6-INCH	CU YD	534	\$ 73.00	\$ 38,945.50
11	35300200	PORTLAND CEMENT CONCRETE BASE COURSE, 7-INCH	SQ YD	2290	\$ 75.25	\$ 172,322.50
12	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1623	\$ 0.10	\$ 162.30
13	40600525	LEVELING BINDER (HAND METHOD), N50	TON	3	\$ 1,000.00	\$ 3,000.00
14	40600635	LEVELING BINDER (MACHINE METHOD), N50 1-1/2 INCH	TON	195	\$ 144.00	\$ 28,080.00
15	40604060	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 2 INCH	TON	265	\$ 144.00	\$ 38,160.00
16	80173	BITUMINOUS COST ADJUSTMENT	CAL MONTH	6	\$ 1.00	\$ 6.00
17	CDOT4240010	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SQ FT	3990	\$ 9.00	\$ 35,910.00
18	CDOT4240030	PORTLAND CEMENT CONCRETE ADA CURB RAMP, 5-INCH	SQ FT	390	\$ 12.00	\$ 4,680.00
19	CDOT4240065	RADIAL DETECTABLE WARNING TILES (CAST IRON)	SQ FT	68	\$ 60.00	\$ 4,080.00
20	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY AND ALLEY PAVEMENTS, 8-INCH	SQ YD	81	\$ 125.00	\$ 10,125.00
21	CDOT6060020	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	1472	\$ 39.75	\$ 58,512.00

**WPA STREET RECONSTRUCTION West Fillmore Street from South Campbell Avenue to Dead End West.**

**CDOT PROJECT NO.: B-3-687 – PBC CONTRACT C1605**

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.

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
22	60600605	CONCRETE CURB, TYPE B	FOOT	85	\$ 35.00	\$ 2,975.00
23	*****	CRUSHED STONE (TEMPORARY USE)	TON	20	\$ 25.00	\$ 500.00
24	*****	DRILL AND GROUT TIE BARS, No.5, EPOXY COATED	EACH	44	\$ 15.00	\$ 660.00
25	*****	DRILL AND GROUT TIE BARS, No.8, EPOXY COATED	EACH	6	\$ 25.00	\$ 150.00
26	CDOT5870010	PROTECTIVE CONCRETE SEALER	SQ YD	98	\$ 3.00	\$ 294.00
27	*****	SAW CUTTING PAVEMENT	FOOT	266	\$ 5.00	\$ 1,330.00
28	*****	DRIVEWAY AND ALLEY RETURN PAVEMENT REMOVAL (SPECIAL)	SQ YD	98	\$ 25.00	\$ 2,450.00
29	*****	SIDEWALK REMOVAL (SPECIAL)	SQ FT	1705	\$ 2.50	\$ 4,262.50
30	CDOT6020010	CATCH BASINS, TYPE A, 4-FOOT DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	4	\$ 6,000.00	\$ 24,000.00
31	CDOT6050020	REMOVING CATCH BASINS	EACH	2	\$ 100.00	\$ 200.00
32	CDOT6050030	REMOVING INLETS	EACH	2	\$ 10.00	\$ 20.00
33	*****	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	7	\$ 500.00	\$ 3,500.00
34	*****	STORM SEWERS, DUCTILE IRON PIPE, 8 IN	FOOT	26	\$ 310.00	\$ 8,060.00
35	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 8 IN	FOOT	27	\$ 240.00	\$ 6,480.00
36	*****	STORM SEWERS, EXTRA STRENGTH VITRIFIED CLAY PIPE, 18 IN	FOOT	654	\$ 280.00	\$ 183,120.00
37	*****	SEWER CLEANING AND TELEVISIONING	FOOT	830	\$ 10.00	\$ 8,300.00
38	*****	VORTEX RESTRICTOR	EACH	4	\$ 400.00	\$ 1,600.00
39	*****	FRAMES	EACH	4	\$ 200.00	\$ 800.00
40	*****	LIDS	EACH	4	\$ 200.00	\$ 800.00
41	*****	ADDITIONAL MASONRY	VERT FT	4	\$ 1,000.00	\$ 4,000.00
42	*****	MANHOLE, 3 FT DIAMETER, TYPE A, FRAME AND CLOSED LID (CITY OF CHICAGO)	EACH	2	\$ 16,000.00	\$ 32,000.00

**WPA STREET RECONSTRUCTION West Fillmore Street from South Campbell Avenue to Dead End West.**

**CDOT PROJECT NO.: B-3-687 – PBC CONTRACT C1605**

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.

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
43	78000400	THERMOPLASTIC PAVEMENT MARKING, LINE 6-INCH	FOOT	240	\$ 12.00	\$ 2,880.00
44	78000650	THERMOPLASTIC PAVEMENT MARKING, LINE 24-INCH	FOOT	28	\$ 48.00	\$ 1,344.00
45	X2600009	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - DOUBLE-SIDED	SQ FT	3	\$ 72.00	\$ 216.00
46	X2600010	SIGN PANEL, TYPE 1, RETROREFLECTIVE, TYPE A - SINGLE-SIDED	SQ FT	13	\$ 50.00	\$ 650.00
47	X2600007	REMOVE AND SALVAGE SIGN PANEL	EACH	3	\$ 64.00	\$ 192.00
48	*****	CURB AND MEDIAN PAINTING	FOOT	60	\$ 5.00	\$ 300.00
49	*****	EXISTING SEWER TO BE REMOVED	FOOT	654	\$ 5.00	\$ 3,270.00
50	IDOT 56100020	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH	2	\$ 2,000.00	\$ 4,000.00
51	IDOT 56103100	DUCTILE IRON WATER MAIN 8"	LF	605	\$ 270.00	\$ 163,350.00
52	IDOT 56105000	WATER VALVES 8"	EACH	2	\$ 3,500.00	\$ 7,000.00
53	IDOT 56108900	TAPPING VALVES AND SLEEVES - 8"	EACH	6	\$ 1,200.00	\$ 7,200.00
54	IDOT 56109420	DUCTILE IRON WATER MAIN FITTINGS 8" 45 DEGREE BEND	EACH	2	\$ 1,300.00	\$ 2,600.00
55	IDOT 56109420	DUCTILE IRON WATER MAIN FITTINGS 8" 90 DEGREE BEND	EACH	1	\$ 1,000.00	\$ 1,000.00
56	IDOT 56200500	WATER SERVICE LINE 1 1/2"	LF	288	\$ 145.00	\$ 41,760.00
57	IDOT 56400500	FIRE HYDRANTS TO BE REMOVED	EACH	5	\$ 800.00	\$ 4,000.00
58	IDOT 56400600	FIRE HYDRANTS	EACH	2	\$ 11,000.00	\$ 22,000.00
59	IDOT 60221100	MANHOLE, 5 FT DIAMETER, TYPE A, FRAME AND CLOSED LID (CITY OF CHICAGO)	EACH	2	\$ 9,000.00	\$ 18,000.00
60	IDOT 60500040	REMOVING MANHOLES	EACH	3	\$ 200.00	\$ 600.00
61	*****	RESILIENT WEDGE VALVE 8"	EACH	1	\$ 2,500.00	\$ 2,500.00
62	*****	8" TRANSITION SLEEVE	EACH	1	\$ 1,500.00	\$ 1,500.00
63	*****	SERVICE CONTROL VALVE & BUFFALO BOX	EACH	6	\$ 800.00	\$ 4,800.00

**WPA STREET RECONSTRUCTION West Fillmore Street from South Campbell Avenue to Dead End West.**

**CDOT PROJECT NO.: B-3-687 – PBC CONTRACT C1605**

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.

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
64	108	TRENCH AND BACKFILL SCREENINGS	FOOT	32	\$ 0.90	\$ 28.80
65	136	CONDUIT, POLYETHYLENE No.80, IN TRENCH, 2-INCH	FOOT	32	\$ 46.60	\$ 1,491.20
66	157	HELIX FOUNDATION, 5 FOOT, 10-INCH BOLT CIRCLE, 4 ANCHOR BOLTS	EACH	9	\$ 2,259.00	\$ 20,331.00
67	163	INTERCEPT EXISTING CONDUIT WITH PROPOSED HELIX FOUNDATION	EACH	1	\$ 1,336.80	\$ 1,336.80
68	193A	CONDUIT, POLYETHYLENE No.80, DIRECTIONAL BORING, 1.25-INCH	FOOT	703	\$ 26.70	\$ 18,770.10
69	195A	CONDUIT, POLYETHYLENE No.80, DIRECTIONAL BORING, 2-INCH	FOOT	71	\$ 32.50	\$ 2,307.50
70	213	POLE ANCHOR BASE RELOCATE COMPLETE	EACH	1	\$ 2,100.00	\$ 2,100.00
71	249	TRIPLEX CABLE IN CONDUIT, 2 1/C No.6 & 1 1/C No.8	FOOT	991	\$ 13.90	\$ 13,774.90
72	510	REMOVE POLE, STEEL, AB, 7 GA., 27'6"	EACH	2	\$ 1,014.00	\$ 2,028.00
73	526	REMOVE LUMINAIRE, 400W/310W,150W	EACH	3	\$ 253.50	\$ 760.50
74	529	REMOVE MAST ARM, STEEL, 8-FOOT	EACH	2	\$ 253.50	\$ 507.00
75	502	REMOVE BRANCH WIRES, 2 No.6	EACH	237	\$ 2.50	\$ 592.50
76	601	BREAKDOWN STREET LIGHT FOUNDATION	EACH	3	\$ 760.50	\$ 2,281.50
77	705	POLE, ALUMINUM, RESIDENTIAL, DAVIT, 10-INCH BOLT CIRCLE	EACH	8	\$ 3,009.00	\$ 24,072.00
78	705A	ARM, DAVIT, ALUMINUM, 4.5-INCH SKY/RES, 8-FOOT	EACH	8	\$ 865.50	\$ 6,924.00
79	1628	LUMINAIRE, LED, FOR RESIDENTIAL STREETS-STAGGERED	EACH	9	\$ 517.50	\$ 4,657.50
80	2993	MID-MOUNT RESIDENTIAL LED ACORN LUMINAIRE AND ARM, SILVER	EACH	8	\$ 1,707.00	\$ 13,656.00
81	*****	SMART LIGHTING CONTROL NODE, EXTERNAL	EACH	9	\$ 542.30	\$ 4,880.70
82	*****	CONSTRUCTION SIGN	EACH	2	\$ 525.00	\$ 1,050.00
83	*****	TRAFFIC CONTROL COMPLETE	L SUM	1	\$ 280,050.00	\$ 280,050.00
84	CDOT6700010	ENGINEER'S FIELD OFFICE, TYPE A	CAL MONTH	6	\$ 4,000.00	\$ 24,000.00

**WPA STREET RECONSTRUCTION West Fillmore Street from South Campbell Avenue to Dead End West.**

**CDOT PROJECT NO.: B-3-687 – PBC CONTRACT C1605**

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.

ITEM NO.	CODE NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
85	66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1	\$ 3,500.00	\$ 3,500.00
86	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1	\$ 3,500.00	\$ 3,500.00
87	66901006	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DA	20	\$ 1,500.00	\$ 30,000.00
88	*****	SPECIAL WASTE HAULING AND DISPOSAL	TON	10	\$ 100.00	\$ 1,000.00
89	66900530	SOIL DISPOSAL ANALYSIS	EACH	1	\$ 3,500.00	\$ 3,500.00
90	28000400	PERIMETER EROSION BARRIER	LF	81	\$ 33.00	\$ 2,673.00
91	28000510	INLET FILTERS	EACH	7	\$ 150.00	\$ 1,050.00
92	*****	TEMPORARY CHAIN LINK FENCE	FOOT	620	\$ 24.00	\$ 14,880.00
93	Z0022800	FENCE REMOVAL	FOOT	725	\$ 13.50	\$ 9,787.50
94	*****	CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED	FOOT	40	\$ 125.00	\$ 5,000.00
95	TOTAL COST OF ALL ITEMS (1-94) (Will automatically populate on Line 1 of BID FORM)					\$ 2,132,795.30

**E. ADDITIONAL ALLOWANCE SCHEDULES**

This Project includes the following allowances:

1. Site Work Allowance in the amount of \$150,000.00

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

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

**F. ALTERNATES**

{INTENTIONALLY OMITTED}

**Remainder of Page Left Blank Intentionally**

PUBLIC BUILDING COMMISSION OF CHICAGO

G. ACCEPTANCE OF THE BID

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the 9th day of January, in the year 2024 (Board Date)

PUBLIC BUILDING COMMISSION OF CHICAGO

Mary Pat Witry, Secretary

Mayor Brandon Johnson, Chairman

CONTRACTING PARTY

MQ Sewer and Water Contractors, Inc. dba MQ Construction Co. Contractor Name

4323 N. CLAYTON ST. CHICAGO, IL 60634 Address

IF A CORPORATION:

Name: MQ Sewer & Water Contractors, Inc. DBA MQ Construction Company

Title: Vito Quaranta, President

Signature: [Signature]

ATTEST BY: Michael A. Quaranta

Secretary [Signature]



IF A PARTNERSHIP:

Partner (Signature) Address

Partner (Signature) Address

Partner (Signature) Address

IF A SOLE PROPRIETORSHIP:

Signature Address

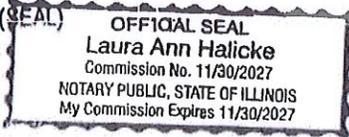
NOTARY PUBLIC

County of Cook State of IL

Subscribed and sworn to before me on this 31st day of Jan. 2024

[Signature] Notary Public Signature

Commission Expires: 11/30/27



APPROVED AS TO FORM AND LEGALITY

Anne L. Fredel Date: 2/5/2024 Neal & Leroy, LLC

PROJECT NAME: WPA Street Reconstruction (Fillmore Street)  
 CONTRACT NO: C1605  
 PROJECT NO: 22687

**AWARD CRITERIA FIGURE FORMULA**  
 (For Electronic Submission Copy)

	<b>FORMULA</b>
<b>Line 1. (Based on Total Base Bid)</b>	<b>\$2,482,795.30</b>
Line 2. Minority Journeyman (Maximum figure 0.70)	0.70
Line 3. Multiply Line 2 by Line 1 by 0.04	\$69,518.27
	\$2,482,795.30
Line 4. Minority Apprentice (Maximum figure 0.70)	0.70
Line 5. Multiply Line 4 by Line 1 by 0.03	\$52,138.70
	\$2,482,795.30
Line 6. Minority Laborer (Maximum figure 0.70)	0.70
Line 7. Multiply Line 6 by Line 1 by 0.01	\$17,379.57
	\$2,482,795.30
Line 8. Female Journeyman (Maximum figure 0.15)	0.00
Line 9. Multiply Line 8 by Line 1 by 0.04	\$0.00
	\$2,482,795.30
Line 10. Female Apprentice (Maximum figure 0.15)	0.00
Line 11. Multiply Line 10 by Line 1 by 0.03	\$0.00
	\$2,482,795.30
Line 12. Female Laborer (Maximum figure 0.15)	0.00
Line 13. Multiply Line 12 by Line 1 by 0.01	\$0.00
	\$2,482,795.30
Line 14. Total of Lines 3, 5, 7, 9, 11, and 13	\$139,036.54
Line 15. Total Award Criteria	\$2,343,758.76
<b>TOTAL AWARD CRITERIA (Line 15)</b>	<b>\$2,343,758.76</b>

Accepted by the Commission

**BIDDER'S INFORMATION**

Firm Name: MQ Sewer & Water Contractors, Inc. DBA MQ Construction Company  
 Date: 12/19/2023

**NOTES/INSTRUCTIONS**

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

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

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

SEE AWARD CRITERIA FIGURE FORMULA ABOVE

Line 1.	TOTAL BASE BID (Refer to Line 6 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)	_____
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")	_____
<b>Award Criteria Figure (Insert Line 15 of Award Criteria Formula):</b>		<b>\$ _____</b>

**3. Community Hiring Bonuses**

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

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

**Definitions**

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

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

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

**4. Liquidated Damages**

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

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

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

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

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

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

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

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

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

### 5. Reporting

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

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





**PUBLIC BUILDING COMMISSION OF CHICAGO**

**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 \_\_\_\_\_

*Handwritten signature/initials*

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.

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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.

---

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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.

---

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

---

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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:  
MQ Sewer & Water Contractors, Inc.  
DBA MQ Construction Company

Name of Contractor (Print)

12-18-23

Date

773-545-4749

Phone

IF APPLICABLE:

BY:

N/A

Joint Venture Partner (Print)

Date

Phone/FAX



Signature

Vito Quaranta

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  
WPA Street Reconstruction (Fillmore Street)

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

Project Number: 22687

FROM:

City Lights, LTD. MBE X WBE X  
(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor                      X a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/30/2023. 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.

Furnish all required labor, material, equipment and construction management to complete the electrical work detailed on our attached quote per the plans and specifications.

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

\$120,500.00

J.C  
12-19-23  
John  
C... ..

**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:

City Lights, LTD.

Name of MBE/WBE Firm (Print)

December 18, 2023

Date 773-626-9162

Phone



Signature

Jacqueline Hoffman

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

MAY 20 2022

Jacqueline Hoffman  
City Lights, Ltd.  
9993 Virginia Avenue  
Chicago Ridge, Illinois 60415

Re: Change in Ownership

Dear Ms. Hoffman:

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

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

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

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

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

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

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

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

**NAICS Code(s):**

- 237130 - Power and Communication Line and Related Structures Construction:  
Electric Light and Power Plant (except hydroelectric); Construction Management; Cable laying (e.g. cable television, electricity, marine, telephone) including underground; Utility Line Construction; Fiber Optic cable transmission line construction; pole line construction**
- 237310 - Highway, Street and Bridge Construction**
- 238110 - Poured Concrete Foundation and Structure Contractors:  
Concrete Finishing; Pouring; Repair; Concrete Pumping (i.e. placement); Footing and Foundation**
- 238210 - Electrical Contractors**

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

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

Sincerely,

  
Aileen Velazquez  
Chief Procurement Officer

AV/cm

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

BUSINESS NAME	<b>City Lights, Ltd., DBA N/A</b>
OWNER	<b>Ms. Jacqueline Hoffman</b>
ADDRESS	<b>9993 Virginia Avenue Chicago Ridge, IL 60415 <a href="#">[map]</a></b>
PHONE	<b>708-581-7111 Ext. 111</b>
FAX	<b>773-626-8310</b>
EMAIL	<b><a href="mailto:Jackie@citylightsltd.com">Jackie@citylightsltd.com</a></b>
ETHNICITY	<b>Hispanic/Latino</b>

**Certification Information**

CERTIFYING AGENCY	<b>City of Chicago</b>
CERTIFICATION TYPE	<b>MBE - Minority Business Enterprise</b>
CERTIFICATION DATE	<b>10/30/2023</b>
RENEWAL DATE	<b>11/1/2024</b>
EXPIRATION DATE	<b>11/1/2024</b>
CERTIFIED BUSINESS DESCRIPTION	<b>NAICS 237130 Cable laying (e.g., cable television, electricity, marine, telephone), including underground NAICS 237130 Construction management, power and communication transmission line NAICS 237130 Electric light and power plant (except hydroelectric) construction NAICS 237130 Fiber optic cable transmission line construction NAICS 237130 Pole line construction NAICS 237130 Underground cable (e.g., cable television, electricity, telephone) laying NAICS 237130 Utility line (i.e., communication, electric power), construction NAICS 237310 Highway, Street, and Bridge Construction NAICS 238110 Concrete finishing NAICS 238110 Concrete pouring NAICS 238110 Concrete pumping (i.e., placement) NAICS 238110 Concrete repair NAICS 238110 Footing and foundation concrete contractors NAICS 238110 Poured Concrete Foundation and Structure Contractors NAICS 238210 Electrical contractors</b>

## Commodity Codes

Code	Description
NAICS 237130	Cable laying (e.g., fiber optic, electricity, marine, telephone, cable television), including underground
NAICS 237130	Construction management, power and communication transmission line
NAICS 237130	Electric light and power plant (except hydroelectric) construction
NAICS 237130	Fiber optic cable transmission line construction
NAICS 237130	Pole line construction
NAICS 237130	Underground cable (e.g., fiber optic, electricity, telephone, cable television) laying
NAICS 237130	Utility line (i.e., communication, electric power), construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 238110	Concrete finishing
NAICS 238110	Concrete pouring
NAICS 238110	Concrete pumping (i.e., placement)
NAICS 238110	Concrete repair
NAICS 238110	Footing and foundation concrete contractors
NAICS 238110	Poured Concrete Foundation and Structure Contractors
NAICS 238210	Electrical contractors

## Additional Information

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

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: WPA STREET RECONSTRUCTION (FILLMORE)

Project Number: CDOT B-3-687 (PBC #C1605)

FROM:

Virtoso Son Trucking, Inc.  
(Name of MBE or WBE)

MBE  WBE

TO:

MQ CONSTRUCTION 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 05/19/2020. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

HAULING & DISPOSAL OF SPOILS AND IMPORTING AGGREGATES

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

~~# 434,027.00~~      # 525,026.78      R.V.      12-19-2023

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

**PARTIAL PAY ITEMS**

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

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

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

**SUB-SUBCONTRACTING LEVELS\***

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

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

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

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

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

BY:

Virto & Son Trucking, Inc

Name of MBE/WBE Firm (Print)

12/15/2023

Date

773-842-5232

Phone

Ramel Virto

Signature

Ramel Virto

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

**MAY 19 2020**

Ramel Virto  
Virto & Son Trucking, Inc.  
4943 West 63rd Street, #102  
Chicago, IL 60638

Dear Mr. Virto:

We are pleased to inform you that **Virto & Son Trucking, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **5/15/2025**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **5/15/2021, 5/15/2022, 5/15/2023 and 5/15/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five-year certification will expire on **5/15/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five-year anniversary date. Therefore, you must file for recertification by **3/15/2025**.

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

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

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

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

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

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

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

**NAICS Code(s):**

**484110 - General Freight Trucking, Local**

**484121 - General Freight Long-Distance Truck Load (TL)**

**484220 - Dump Trucking Service (eg., Gravel, Sand, Topsoil, Concrete)**

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

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

Sincerely,



Shannon E. Andrews  
Chief Procurement Officer

SEA/sl

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

**BUSINESS NAME** **Virto & Son Trucking, Inc.**

**OWNER** **Mr. Ramel Virto**

**ADDRESS** **4943 W. 63rd St.  
Ste. 102  
Illinois  
Chicago, IL 60638-5232 [\[map\]](#)**

**PHONE** **773-842-5232**

**FAX** **773-229-0543**

**EMAIL** **[ramel@virtoandsontrucking.com](mailto:ramel@virtoandsontrucking.com)**

**ETHNICITY** **Hispanic/Latino**

**Certification Information**

**CERTIFYING AGENCY** **City of Chicago**

**CERTIFICATION TYPE** **MBE - Minority Business Enterprise**

**CERTIFICATION DATE** **7/25/2023**

**RENEWAL DATE** **5/15/2025**

**EXPIRATION DATE** **5/15/2025**

**CERTIFIED BUSINESS DESCRIPTION** **NAICS 484110 General freight trucking, local  
NAICS 484121 General freight trucking, long-distance, truckload (TL)  
NAICS 484220 Dump trucking (e.g., gravel, sand, top soil)**

**Commodity Codes**

Code	Description
NAICS 484110	General freight trucking, local
NAICS 484121	General freight trucking, long-distance, truckload (TL)
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)

### Additional Information

WARD	<b>13</b>
COMMUNITY AREA	<b>64 Clearing</b>
QUALIFIED INVESTMENT AREA	<b>No</b>

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: WPA STREET RECONSTRUCTION (FILLMORE ST.)

Project Number: 22687

FROM:

Maria V Contracting Inc  
(Name of MBE or WBE)

MBE \_\_\_\_\_ WBE

TO:

MQ CONSTRUCTION and Public Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor                       a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/10/23. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

ASPHALT RESTORATION  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 59,912.<sup>30</sup> (SEE ATTACHED BREAKDOWN)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

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

SUB-SUBCONTRACTING LEVELS\*

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

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

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

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

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

BY:

\_\_\_\_\_  
Maria V Contracting Inc  
Name of MBE/WBE Firm (Print)  
12/18/23  
Date  
312-358-5310  
Phone



\_\_\_\_\_  
Signature  
Maria Villegas  
Name (Print)

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)  
Date  
Phone

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



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

OCT 10 2023

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

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Villegas:

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

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

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

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

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

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

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

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

**NAICS Code(s):**

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

**238910 – Demolition Contractor**

**238910 – Excavation Contractors**

**484220 – Trucking Specialized Freight (except used goods), Local**

**562119 – Debris Removal Services**

**561990 – Flagging (i.e., traffic control) Services**

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

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

Sincerely,



Tammi Morgan  
Contracting Equity Officer

TM/etm



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

BUSINESS NAME	<b>Maria V. Contracting, Inc.</b>
OWNER	<b>Ms. Maria Villegas</b>
ADDRESS	<b>2818 N. 73rd Ct. Elmwood Park, IL 60707 <a href="#">[map]</a></b>
PHONE	<b>312-720-9872</b>
FAX	<b>708-395-5603</b>
EMAIL	<b><a href="mailto:office@mariavcontracting.com">office@mariavcontracting.com</a></b>
ETHNICITY	<b>Hispanic/Latino</b>

**Certification Information**

CERTIFYING AGENCY	<b>City of Chicago</b>
CERTIFICATION TYPE	<b>WBE - Women Business Enterprise</b>
CERTIFICATION DATE	<b>10/10/2023</b>
RENEWAL DATE	<b>8/1/2024</b>
EXPIRATION DATE	<b>8/1/2024</b>
CERTIFIED BUSINESS DESCRIPTION	<b>237310 Asphalt paving (i.e., highway, road, street, public sidewalk) 238910 Demolition contractor 238910 Excavation contractors 484220 Trucking, specialized freight (except used goods), local 561990 Flagging (i.e., traffic control) services 562119 Debris removal services</b>

**Commodity Codes**

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

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

### Additional Information

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

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: WPA STREET RECONSTRUCTION (FILLMORE)  
Project Number: CDOT B-3-687 (PRC #C1605)

FROM:

LIZZETTE MEDINA & CO MBE X WBE X  
(Name of MBE or WBE)

TO:

MG CONSTRUCTION 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 6/1/23. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

LANDSCAPING & EROSION CONTROL  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 52,576.<sup>00</sup> (SEE ATTACHED BREAKDOWN)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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

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

SUB-SUBCONTRACTING LEVELS\*



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



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

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

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

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

BY:

LIZETTE MEDINA & CO.

Name of MBE/WBE Firm (Print)

12-18-2023

Date

773 414-2510

Phone

Signature

LIZETTE RAMOS

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

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

Phone



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

**JUN 01 2023**

Lizzette Medina  
Lizzette Medina & Co.  
4331 West 16th Street  
Chicago, IL 60623

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Medina:

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

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

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

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE/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](http://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:

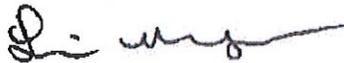
**NAICS Code(s):**

**561730 - Landscaping, Ornamental Tree and Shrub, Sod Laying, Tree Pruning, Tree Removal, and Turf (except artificial) Installation Services**

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

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

Sincerely,



Tammi Morgan  
Contracting Equity Officer

TM/hf



## Certified Profile

CLOSE WINDOW 

[Print](#)

### Business & Contact Information

**BUSINESS NAME**                    **Lizzette Medina & Co**

**OWNER**                                **Mrs Lizzette Ramos**

**ADDRESS**                            **4331 W. 16th St.**  
**Chicago, IL 60623** [\[map\]](#)

**PHONE**                                **773-696-2330**

**FAX**                                     **773-696-2007**

**EMAIL**                                [lm@lizzette-medina.com](mailto:lm@lizzette-medina.com)

**ETHNICITY**                          **Hispanic/Latino**

### Certification Information

**CERTIFYING AGENCY**                **City of Chicago**

**CERTIFICATION TYPE**                **WBE - Women Business Enterprise**

**CERTIFICATION DATE**                **6/1/2023**

**RENEWAL DATE**                        **2/1/2024**

**EXPIRATION DATE**                    **2/1/2024**

**CERTIFIED BUSINESS DESCRIPTION**   **NAICS 561730 Landscaping Services**  
**NAICS 561730 Ornamental tree and shrub services**  
**NAICS 561730 Sod laying services**  
**NAICS 561730 Tree pruning services**  
**NAICS 561730 Tree removal services**  
**NAICS 561730 Turf (except artificial) installation services**

### Commodity Codes

Code	Description
NAICS 561730	Landscaping Services
NAICS 561730	Ornamental tree and shrub services
NAICS 561730	Sod laying services
NAICS 561730	Tree pruning services

NAICS 561730	Tree removal services
NAICS 561730	Turf (except artificial) installation services

### Additional Information

WARD	24
COMMUNITY AREA	29 North Lawndale
QUALIFIED INVESTMENT AREA	Yes



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.

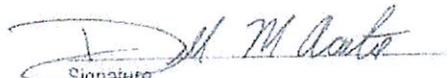
\*If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be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

**DMA Construction LLC**  
Name of MBE/WBE Firm (Print)  
**12/15/2023**  
Date  
**312-656-8854**  
Phone

  
Signature  
**Debbie M Acosta**  
Name (Print)

IF APPLICABLE:  
BY:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

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



CITY OF CHICAGO

\*

DEPARTMENT OF PROCUREMENT SERVICES

**MAR 29 2022**

Debbie Acosta  
DMA Construction, LLC  
4315 S. Tripp Ave.  
Chicago, IL 60632

Dear Ms. Acosta:

We are pleased to inform you that **DMA Construction, LLC** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and a **Woman-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** recertification is a continuation of your previous certification which expired **03/01/2022** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

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

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

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a 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;

21

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

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

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

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

**NAICS Code(s):**

**238910 - Excavation Contractors**

**561790 - Snow Plowing Driveways and Parking Lots; Cleaning (e.g. Power Sweeping, Washing) Driveways and Parking Lots**

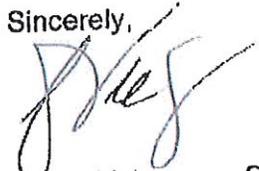
**811192 - Mobile Car and Truck Washes**

**484220 - Dump Trucking (e.g., gravel, sand and top-soil)**

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,



Aileen Velazquez *AV*  
Chief Procurement Officer

AV/kr

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

**BUSINESS NAME** **DMA Construction LLC**

**OWNER** **Ms. Debbie Acosta**

**ADDRESS** **4315 S. Tripp Ave.  
Chicago, IL 60632 [\[map\]](#)**

**PHONE** **312-656-8854**

**FAX** **888-254-0053**

**EMAIL** **[DEBBIE@DMACONSTRUCTION.US](mailto:DEBBIE@DMACONSTRUCTION.US)**

**ETHNICITY** **Hispanic/Latino**

**Certification Information**

**CERTIFYING AGENCY** **City of Chicago**

**CERTIFICATION TYPE** **WBE - Women Business Enterprise**

**CERTIFICATION DATE** **1/26/2023**

**RENEWAL DATE** **3/1/2024**

**EXPIRATION DATE** **3/1/2024**

**CERTIFIED BUSINESS DESCRIPTION** **NAICS 238910 Excavation contractors  
NAICS 484220 Dump trucking (e.g., gravel, sand, top-soil)  
NAICS 561790 Snow plowing driveways and parking lots (i.e., not combined with any other service)  
NAICS 811192 Mobile car and truck washes (More)**

**Commodity Codes**

Code	Description
NAICS 238910	Excavation contractors
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)
NAICS 561790	Snow plowing driveways and parking lots (i.e., not combined with any other service)
NAICS 811192	Mobile car and truck washes

### Additional Information

WARD	<b>14</b>
COMMUNITY AREA	<b>57 Archer Heights</b>
QUALIFIED INVESTMENT AREA	<b>No</b>

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE E - Request for Waiver from MBE/WBE Participation

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

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

N/A

Dear Mr. Giderof:

RE: Contract No. C1605

Project Title: WPA Street Reconstruction (Fillmore Street)

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

Vito Quaranta

Print Name

President

Title

MQ Sewer & Water Contractors, Inc.

DBA MQ Construction Company

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: \_\_\_\_\_
  - a. Description of goods or services to be provided under Contract  
\_\_\_\_\_  
\_\_\_\_\_
2. Name of Contractor: MQ Sewer & Water Contractors, Inc. DBA MQ Construction Company
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.  
Check here if no such persons have been retained or are anticipated to be retained:

Retained Parties:

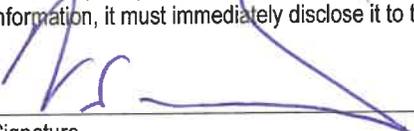
Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

**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

Vito Quaranta  
Name (Type or Print)

12-18-23  
\_\_\_\_\_  
Date

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

Subscribed and sworn to before me  
this 18th day of Dec., 2023

(SEAL)

  
\_\_\_\_\_  
Notary Public

Commission expires: 8/9/24



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1605

**PERFORMANCE AND PAYMENT BOND**

**Contract No.**

**Bond No. S032200**

**C1605**

---

KNOW ALL MEN BY THESE PRESENTS, that we, MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company a Corporation organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of IL, as Employers Mutual Casualty Company Principal, and

---

a corporation organized and existing under the laws of the State of IA, with offices in the State of IL, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of TWO MILLION FOUR HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS AND THIRTY 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 January 9, 2024, for the fabrication, delivery, performance, and installation of:

Works Progress Administration Street Reconstruction (Fillmore Street)  
West Fillmore Street from South Campbell Avenue to Dead End West  
Chicago, Illinois 60612

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 authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1605

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 TWO MILLION FOUR HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS AND THIRTY 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. C1605

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this January 16, 2024 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY \_\_\_\_\_ (Seal)  
Individual Principal

Business Address

Individual Principal

City State

CORPORATE SEAL

ATTEST:

MQ SEWER & WATER CONTRACTORS, INC. d/b/a  
MQ CONSTRUCTION COMPANY  
Principal

BY [Signature]  
Secretary Vice President  
Title

BY [Signature]  
President  
Title



Employers Mutual Casualty Company  
Corporate Surety

BY [Signature]  
Diane M. Rubright  
Business Address  
1411 Opus Place, Ste. 450  
Downers Grove, IL 60515

BY [Signature]  
Kelly A. Gardner  
Attorney-in-Fact  
Title

CORPORATE SEAL

FOR CLAIMS (Please print):

Contact Name: Cindy Conboy

Business Address: 1815 S. Meyers Road, Ste. 500, Oakbrook Terrace, IL 60181

Telephone: 630-613-1100 Fax: 888-992-1377

The rate of premium of this Bond is \$ 8.50/\$1,000 on first \$500,000  
\$5.14/\$1,000 on the next \$1,982,795.30 per thousand. \*\*  
Total amount of premium charged is \$ 14,442.00 \*\*

\* 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. C1605

**BOND APPROVAL**

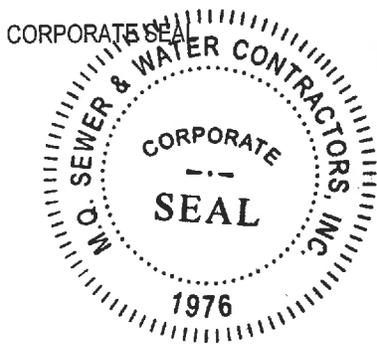
BY

\_\_\_\_\_  
Mary Pat Witry, Secretary  
Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, Michael A. Quaranta, certify that I am the \_\_\_\_\_ Secretary of MQ Sewer & Water Contractors, Inc. corporation named as Principal in the foregoing performance and payment bond, that MQ Construction Co. who signed on behalf of the Principal was then Vito Quaranta 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 17<sup>th</sup> day of January, 20 24





### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation

- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Kelly A. Gardner

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: S032200  
 Principal : MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company  
 Obligee : Public Building Commission of Chicago

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

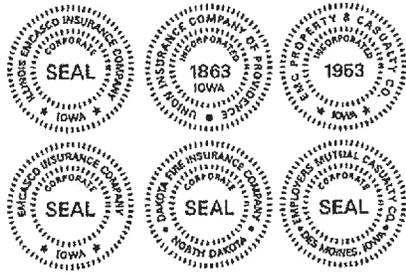
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Authority is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19<sup>th</sup> day of September, 2022.

Seals



*Scott R. Jean*  
 Scott R. Jean, President & CEO  
 of Company 1 (Chairman, President  
 & CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
 Todd Strother, Executive Vice President  
 Chief Legal Officer & Secretary of  
 Companies 1, 2, 3, 4, 5 & 6

On this 19<sup>th</sup> day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

*Kathy Loveridge*  
 Notary Public in and for the State of Iowa



### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19<sup>th</sup> day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of January, 2024.

*Ryan J. Springer*  
 Vice President

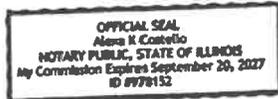
STATE OF ILLINOIS }  
COUNTY OF DU PAGE}

On January 16, 2024, before me, Alexa K. Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of Employers Mutual Casualty Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires September 20, 2027

Alexa K. Costello  
Alexa K. Costello, Notary Public  
Commission No. 978152



December 18, 2023

Re: M.Q. Sewer and Water Contractors, Inc.  
4323 N. Central Ave.  
Chicago, IL 60634

To Whom It May Concern:

M.Q. Sewer and Water Contractors, Inc. has been a customer of Employers Mutual Casualty Company since 2007. Employers Mutual Casualty Company (EMCC) is listed as an acceptable surety in the Department of Treasury Circular 570 and has a treasury limit of \$160,456,000 along with an A.M. Best rating of "A XIV".

Subject to our normal underwriting considerations, EMCC remains willing to consider bid, performance, and labor and material bonds for M.Q. Sewer and Water Contractors, Inc. in the single limit range of \$35,000,000 and aggregate limit of approximately \$70,000,000.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond or a labor and material bond. It is issued only as a bonding reference requested of us by our client. EMCC reserves the right to perform normal underwriting at the time of any bond request, including prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability if for any reason we do not execute such bonds.

If you have any questions regarding this account, please do not hesitate to contact our office.

Sincerely,

Employers Mutual Casualty Company

*Cindy Conboy*

Cynthia M. Conboy  
Attorney-In-Fact

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

VOID

# CITY OF CHICAGO

## LICENSE CERTIFICATE NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO  
**M.Q. SEWER & WATER CONTRACTORS, INC.**

PRINTED ON  
03/17/2023

NAME: **MQ Construction Company**  
**4323 N. CENTRAL AVE., Floor 1ST**  
**CHICAGO, IL 60634**

DBA  
/A/

2084955

1010

\$\*\*\*\*250.00

LICENSE NO. **Limited Business License**

CODE:

FEE:

LICENSE:

**PRESIDENT: VITO QUARANTA**  
**SECRETARY: MICHAEL A. QUARANTA**

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF  
THIS **15** DAY OF **MAY**, **2023**

EXPIRATION DATE: **May 15, 2025**

ATTEST:

*Lori E. Fryberg*  
MAYOR

*Anna M. Valencia*  
CITY CLERK

ACCOUNT NO. **57015** SITE: **3**  
TRANS NO.

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**EXHIBIT #1 COOK COUNTY PREVAILING WAGE RATES – EFFECTIVE OCTOBER 5, 2023  
(Current as of November 16, 2023)**

Please click on the link below:

<https://labor.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy24/20231005/Cook.pdf>

(Remainder of Page Intentionally Left Blank)

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**EXHIBIT #2 INSURANCE REQUIREMENTS**

**C1605 – WPA STREET RECONSTRUCTION (FILLMORE STREET) – CDOT PROJECT #B-3-687**

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

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

**A. INSURANCE TO BE PROVIDED**

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

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

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

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

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

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

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

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

**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

## PUBLIC BUILDING COMMISSION OF CHICAGO

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 to 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

### B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

## **PUBLIC BUILDING COMMISSION OF CHICAGO**

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.



# AMENDMENT OF POLICY

This endorsement, effective 11/01/2022

forms a part of policy No. - 006034785

issued to MQ SEWER & WATER CONTRACTORS, INC. (SEE 4810)

by PEKIN INSURANCE COMPANY

It is agreed that as of the effective date of this endorsement this policy is amended in the following particulars:

BLANKET CG2010/CG2037 10/01

Premium:

AMENDMENT OF POLICY

THIS ENDORSEMENT, EFFECTIVE  
FORMS A PART OF THE POLICY NO.  
ISSUED TO

BY PEKIN INSURANCE COMPANY

IT IS AGREED THAT AS OF THE EFFECTIVE DATE OF THIS ENDORSEMENT THIS POLICY IS AMENDED  
IN THE FOLLOWING PARTICULARS:

CG20101001 - BLANKET

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULENAME OF PERSON OR ORGANIZATION:

ANY AND ALL ENTITIES WHERE REQUIRED BY WRITTEN CONTRACT

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

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

A. SECTION II # WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR  
ORGANIZATION SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF  
YOUR ONGOING OPERATIONS PERFORMED FOR THAT INSURED.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSUREDS, THE FOLLOWING  
EXCLUSION IS ADDED:

2. EXCLUSIONS

THIS INSURANCE DOES NOT APPLY TO #BODILY  
INJURY# OR #PROPERTY DAMAGE# OCCURRING  
AFTER:

ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH  
WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED  
BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE SITE OF THE COVERED OPERATIONS HAS  
BEEN COMPLETED; OR

(2) THAT PORTION OF #YOUR WORK# OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT  
TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR  
SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME  
PROJECT.

AMENDMENT OF POLICY  
THIS ENDORSEMENT, EFFECTIVE  
FORMS A PART OF THE POLICY NO.  
ISSUED TO

BYPEKIN INSURANCE COMPANY

IT IS AGREED THAT AS OF THE EFFECTIVE DATE OF THIS ENDORSEMENT THIS POLICY IS AMENDED  
IN THE FOLLOWING PARTICULARS:

CG20371001 - BLANKET

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED # OWNERS, LESSEES OR CONTRACTORS # COMPLETED OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

ANY AND ALL ENTITIES WHERE REQUIRED BY WRITTEN CONTRACT

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

ANY AND ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT

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

SECTION II # WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR  
ORGANIZATION SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT  
OF #YOUR WORK# AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS  
ENDORSEMENT PERFORMED FOR THAT INSURED AND INCLUDED IN THE #PRODUCTS-COMPLETED  
OPERATIONS HAZARD#.

Return With Bid

## OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: C1605 (COOT #B-3-687)

Company Name: MQ CONSTRUCTION

**Contractor's Option:**

Is your company opting to include this special provision as part of the contract?

Yes  No

Signature:  Date: 12/18/23

Return With Bid

## OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: C1605 (COOT # B-3-687)

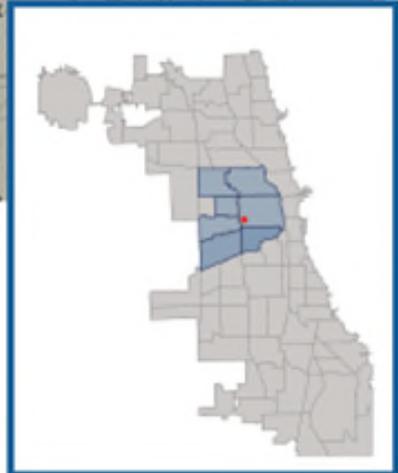
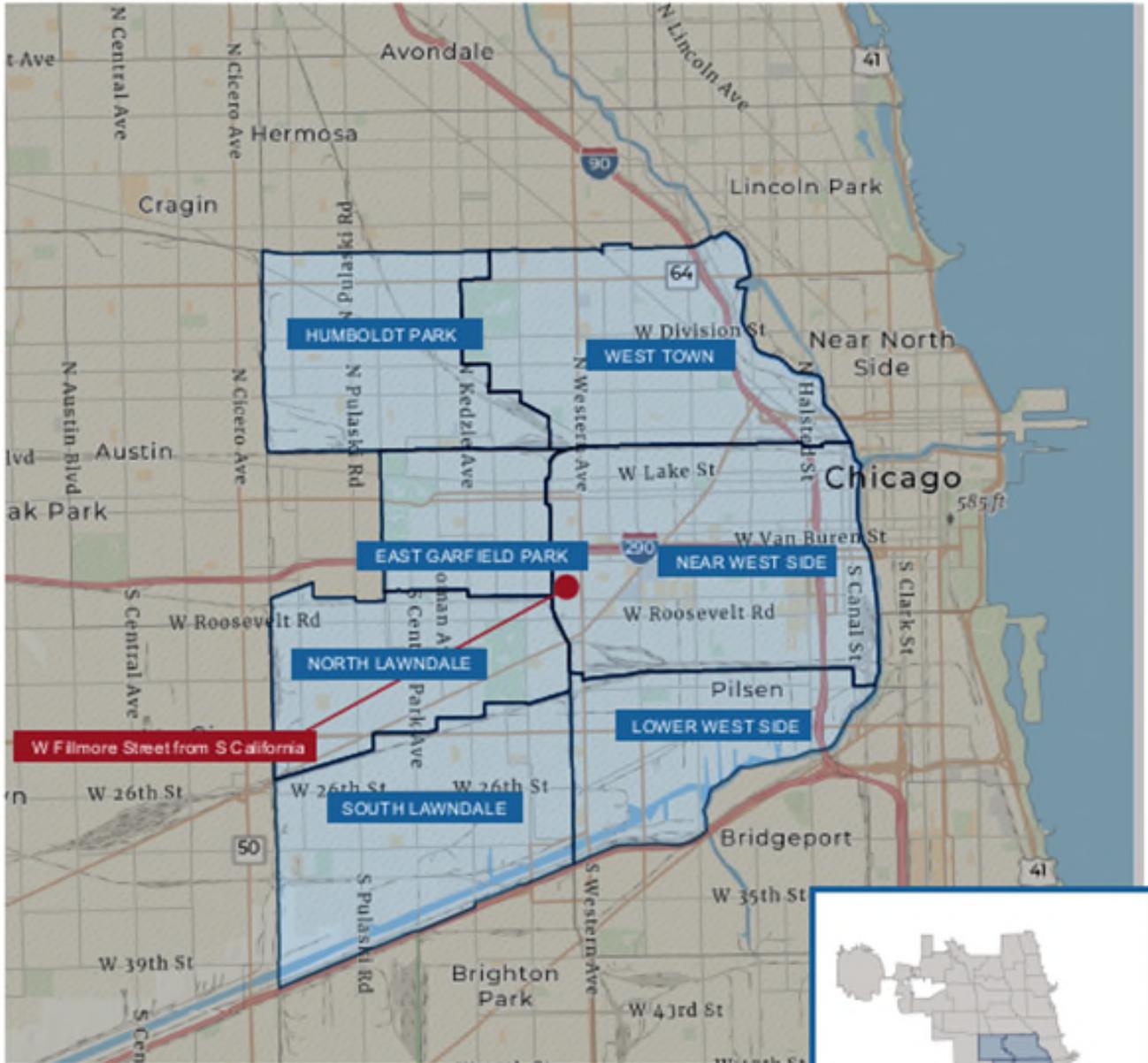
Company Name: MQ CONSTRUCTION

### Contractor's Option:

Is your company opting to include this special provision as part of the contract plans for the following items of work?

Metal Piling	Yes	<input type="checkbox"/>	
Structural Steel	Yes	<input type="checkbox"/>	
Reinforcing Steel	Yes	<input type="checkbox"/>	
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes	<input type="checkbox"/>	NONE
Guardrail	Yes	<input type="checkbox"/>	
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes	<input type="checkbox"/>	
Metal Railings (excluding wire fence)	Yes	<input type="checkbox"/>	
Frames and Grates	Yes	<input type="checkbox"/>	

Signature:  Date: 12/18/23



# CDOT-WPA Street Construction: West Fillmore Street

-  CDOT Work Progress Administration
-  Community Areas

# PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT #4 ASSIST AGENCIES

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

Assist Agencies are Chambers of Commerce and Not-for-Profit agencies that represent the interests of small, minority- and/or women-owned businesses. For the most up-to-date contact information, visit [pbcchicago.com/doing-business/assist-agencies/](http://pbcchicago.com/doing-business/assist-agencies/)

#### African American Contractors Association

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

#### Black Contractors United

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

#### 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  
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  
Marissa Lewis  
mlewis@chicookworks.org  
(312) 603-0200  
chicookworks.org

#### Chicago Minority Supplier Development Council

216 W Jackson Boulevard  
Suite 600 Chicago, IL 60606  
Debra Jennings-Johnson  
(312) 755-8880  
info@ChicagoMSDC.org  
chicagommsdc.org

#### Chicago Urban League

4510 S Michigan Ave, 3rd Floor  
Chicago, IL 60653  
Kelly Evans  
(773) 451-3547  
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

4210 W Irving Park Rd  
Chicago, IL 60641  
Jaemie Neely  
(312) 360-1122  
info@fwcchicago.com  
fwcchicago.com

#### HIRE360 Chicago

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

#### Hispanic American Construction Industry Association

650 W Lake St, #415  
Chicago, IL 60661  
Ivette Trevino  
(312) 575-0389  
itrevino@haciaworks.org  
haciaworks.org

#### Illinois Black Chamber of Commerce

411 Hamilton Blvd, #1404  
Peoria, IL 61602  
Larry Ivory & Kenyatta Fisher  
(309) 740-4430  
larryivory@illinoisblackchamber.org,  
kfisher@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

#### Women's Business Development Center

8 S Michigan Ave, #400  
Chicago, IL 60603  
Donna Beasley  
(312) 853-3477  
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