



PUBLIC BUILDING COMMISSION OF CHICAGO

Job Order Contracting (JOC) Services

PS3093AD - TIER 3

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

Mayor Brandon Johnson
Chairman

Ray Giderof
Executive Director

CONTACT INFORMATION

FIRM NAME:	YAD Construction, LLC
CONTACT NAME:	Yaw Dwomoh
CONTACT TELEPHONE:	(312) 428-6349
CONTACT EMAIL:	yadconstruction@yahoo.com
ADDRESS:	101 North Marion Street Suite 203 Oak Park, IL 60301

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

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

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Book 4* – Volumes 1 through 5 - Technical Specifications

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

JOB ORDER CONTRACTING SERVICES - PS3093AD

Tier 3 - For Projects Equal to or Less Than \$300,000.00

THIS AGREEMENT effective as of **January 14, 2025**, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission" or "PBC"), and **YAD Construction, LLC** with offices at **101 North Marion Street, Suite 203, Oak Park, Illinois 60301** ("Contractor").

RECITALS

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

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

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

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

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

JOB ORDER CONTRACT OVERVIEW

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

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

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

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

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

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

Tier 1 – For Projects Greater than \$1,000,000.01

Tier 2 - For Projects between \$300,000.01 and \$1,000,000.00

Tier 3 - For Projects Equal to or Less than \$300,000.00

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PROJECT SUMMARY

CONTRACT TERM

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

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

BASIS OF AWARD

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

CONTRACT VALUE

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

CONTRACTOR LICENSE FEE

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

RESERVATIONS

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

The right to:

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

KEY INFORMATION

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

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

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

4) MBE/WBE Contract Goals:

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

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

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

5) Online Collaboration and Documentation Management System Requirements

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

6) Liquidated Damages

The Contractor agrees that the Work must be executed regularly and diligently to ensure completion of the Detailed Scope of Work within the Job Order Completion Time specified in the Job Order. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount according to the following schedule per day for each day Milestones and Substantial Completion dates are not achieved, not as a penalty, but as liquidated damages for the breach of contract occurring each and every day after the time stipulated in the Job Order for completing the Work.

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

The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work on each Job Order and submission of the Contractor's final pay request. Substantial Completion of the Work is defined in Book 2, Section 1.01.33.

7) Prevailing Wage Rates

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

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

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

9) LOCAL BUSINESS SUBCONTRACTING PARTICIPATION, CITY RESIDENCY AND COMMUNITY

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

a. Local Subcontracting Requirement

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

b. Community Hiring Requirement. A percentage of the project labor must be performed by "Project Community Residents" and included on a "Project Community Area Map". The aggregate hours of Work to be performed by the Contractor and subcontractors under this Contract may be complied with through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. The PBC reserves the right to require Community Hiring on project-specific Job Order Proposals. Please refer to Book 2 for further details.

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

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

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DESCRIPTION OF JOB ORDER CONTRACT WORK

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

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

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

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

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

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

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

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

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. 2			
Project Name:	FPD Station 107 Roof Replacement		
Project Type:	<input type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input checked="" type="checkbox"/> Other: Roof Replacement		
Agency/Client:	Bensenville Fire Protection District No 2		
Agency Type:	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other:
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Has the project achieved final acceptance after January 1, 2021?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 249,000.00
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 254,500.00
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level of LEED Certification:			
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: Roof Permit		
City/Town/Village, State:	Bensenville, IL		
Permitting Body:	Village of Bensenville		
CLIENT REFERENCE FOR CONSTRUCTION <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Douglas Halverson		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Fire Chief/Administrator		
Phone:	(630) 350-3441	Email Address:	dhalverson@bensenvillefpd.org
Name:			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:		Email Address:	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page ____ of ____.

PROJECT NO. <u>2</u> (continued)
PROJECT NARRATIVE
<p>Tear out existing roof install 5.2 in of insulation install modified roofing system Replace Coping and flashing Replace damaged roof deck</p>

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. <u>3</u>			
Project Name:	Cicero Public Library		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	Village of Brookfield		
Agency Type:	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Has the project achieved final acceptance after January 1, 2021?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 157,000.00
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 163,050.00
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level of LEED Certification:			
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: <u>Repair, Replace electrical permit</u>		
City/Town/Village, State:	Cicero, IL		
Permitting Body:	Village f cicero		
CLIENT REFERENCE FOR CONSTRUCTION <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Sandra Tomschin		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Director		
Phone:	708-504-4695	Email Address:	stomschin@cicerolibrary.org
Name:			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:		Email Address:	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page ____ of ____.

PROJECT NO. <u>3</u> (continued)
PROJECT NARRATIVE
<p>This project will include the following: Interior remodeling to an existing two-story building at 5225 W. Cermak Road, commonly known as the Cicero Public Library. The project consists of but is not limited to the following work:</p> <ol style="list-style-type: none">1. Carpentry2. Glazed wall & door assemblies3. Carpet & vinyl flooring.4. Drywall & painting5. Acoustical tile ceilings6. Cabinets & countertops7. Furniture8. Electrical & Mechanical work

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. <u>1</u>			
Project Name:	METROPOLITAN INSTITUTE OF PAIN		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	METROPOLITAN INSTITUTE OF PAIN 312 N. May St. Chicago, IL 60607		
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Flooring, Paint, Plumbing Office Suite Renovation			
Has the project achieved final acceptance after January 1, 2021?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level of LEED Certification:			
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: <u>Renovation Peermit</u>		
City/Town/Village, State:	Chicago, IL		
Permitting Body:	Department of Buildings - Permits		
CLIENT REFERENCE FOR CONSTRUCTION <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Dr. Sajad Murtaza		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:	847.971.8991	Email Address:	mipainchicago.com
Name:			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:		Email Address:	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page ____ of ____.

PROJECT NO. 1
(continued)

PROJECT NARRATIVE

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
Name:	Yaw Dwomoh		
Title:	President		
Number of years with the firm:			15
Number of years with experience in this capacity:			15
Project Type: <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
REFERENCE #1			
Project:	Brookfield Police Conference room Build out		
Agency/Firm Name:	Village of Brookfield	Title:	Superintendent
Phone:	2243705628	Email Address:	rbarbanente@brookfieldil.gov
REFERENCE #2			
Project:	Brookfield Zoo South Bathroom Renovation		
Agency/Firm Name:	Village of Brookfield	Title:	Facilities Manager
Phone:	708-353-4063	Email Address:	david.benhardt@brookfieldzoo.org
PLEASE ATTACH RESUME			

FORM C – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned Yaw Dwomoh, as President
Name Title

and on behalf of YAD Construction LLC
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	YAD Construction		
Address:	101 N. Marion St		
City/State/Zip:	Oak Park, IL		
Telephone:	612-428-6349	Facsimile:	
FEIN:	45-2485073	SSN:	
Email:	yadconstruction@yahoo.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____

FORM C – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

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

N / A

FORM C – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

N / A

FORM D – LEGAL ACTIONS

I. LEGAL ACTIONS

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

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

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City of Chicago
Department of Buildings
General Contractor's Licenses

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

YAD CONSTRUCTION, LLC.
1644 N NORMANDY AVENUE
CHICAGO IL 60707

LICENSE CLASS: (D) \$2,000,000 PROJECT CEILING



LICENSE NUMBER: TGC029378

CERTIFICATE NUMBER : GC029378-15


FEE: \$ 500


DATE ISSUED: 08/05/2024

DATE EXPIRES: 08/15/2025

THIS LICENSE IS NON-TRANSFERABLE

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


Brandon Johnson
Mayor


Marlene Hopkins
Commissioner

FORM H – CONTRACTOR’S PROPOSAL

FORM H: CONTRACTOR’S PROPOSAL

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

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

Acknowledge by Yaw Dwomoh

Yaw Dwomoh

FORM I – PROPOSED ADJUSTMENT FACTORS

FORM I: PROPOSED ADJUSTMENT FACTORS – TIER 3

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

	Adjustment Factor Name	Adjustment Factor Proposed:	X % Weight	= Total
1.	For Projects Equal to or Less than \$300,000.00, Normal Working Hours	<u>1</u> . <u>1</u> <u>2</u> <u>2</u> <u>5</u>	.50	<u>0</u> . <u>5</u> <u>6</u> <u>1</u> <u>3</u>
2.	For Projects Equal to or Less than \$300,000.00, Other than Normal Working Hours	<u>1</u> . <u>5</u> <u>7</u> <u>5</u> <u>0</u>	.30	<u>0</u> . <u>4</u> <u>7</u> <u>2</u> <u>5</u>
3.	Non Pre-priced: For Non Pre-priced Work	<u>1</u> . <u>1</u> <u>2</u> <u>0</u> <u>0</u>	.20	<u>0</u> . <u>2</u> <u>2</u> <u>4</u> <u>0</u>
4.	ADD ALL THE TOTALS IN THE RIGHT COLUMN			<u>1</u> . <u>2</u> <u>5</u> <u>7</u> <u>8</u>

Notes To Bidder:

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

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

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

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

FORM J – AWARD CRITERIA FIGURE

FORM J - AWARD CRITERIA FIGURE

A. Basis of Award (Award Criteria Figure)

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

1. Instructions

The Bidder shall complete the Award Criteria Figure Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized proposal sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

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

2. Award Criteria Figure Formula

Line 1.	Total Base Proposal (Refer to Line 9 of FORM I - PROPOSED ADJUSTMENT FACTORS), in figures	TBD
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	0.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	TBD
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	0.10
Line 5.	Multiply Line 4 by Line 1 by 0.03	TBD
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70)	0.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	TBD
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	.01
Line 9.	Multiply Line 8 by Line 1 by 0.04	TBD
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	.01

FORM J – AWARD CRITERIA FIGURE

Line 11.	Multiply Line 10 by Line 1 by 0.03	TBD
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	.01
Line 13.	Multiply Line 12 by Line 1 by 0.01	TBD
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	TBD
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	TBD
Award Criteria Figure \$		N/A

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

3. Community Hiring Bonuses

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

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

Definitions

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

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Book 2.

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

4. Liquidated Damages

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

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

- 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.

FORM J – AWARD CRITERIA FIGURE

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

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

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

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

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

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

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

5. Reporting

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

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

FORM J – AWARD CRITERIA FIGURE

6. Major Trades

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

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

FORM K – ACCEPTANCE

A. PROPOSAL ACCEPTANCE

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Mary Pat Witry
Mary Pat Witry, Secretary

Brandon Johnson
Mayor Brandon Johnson, Chairman

CONTRACTING PARTY

YAD Construction
Contractor Name

101 N Marion St #203 Oak Park, IL 60301
Address

IF A CORPORATION:

Name: _____

Title: _____

Signature: _____

ATTEST BY: _____

Secretary

IF A PARTNERSHIP:

Partner (Signature) _____
Address _____

Partner (Signature) _____
Address _____

Partner (Signature) _____
Address _____

IF A SOLE PROPRIETORSHIP:

[Signature]
Signature

101 N Marion St #203 Oak Park, IL 60301
Address

NOTARY PUBLIC

County of COOK State of IL

Subscribed and sworn to before me on this 18th day of December, 2024

Lisa Rivera
Notary Public Signature

Commission Expires: 8/7/26



APPROVED AS TO FORM AND LEGALITY

Anne L. Inedd
Date: 7-1-2025

Neal & Leroy, LLC

FORM L – AFFIDAVIT OF NON-COLLUSION

Affidavit Of Non-collusion

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Jacob Odamtten, being first duly sworn, deposes and says that:

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

(Signed) [Signature]

Office Manager

(Title)

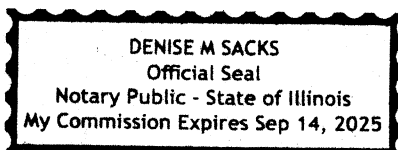
Subscribed and sworn to before me this 16th day of December 20 24

Denise M. Sacks

Notary

(Title)

My Commission expires: 9/14/25



FORM M – JOINT VENTURE AFFIDAVIT**Joint Venture Affidavit (1 of 3)**

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

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

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

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

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

FORM M – SCHEDULE B – JOINT VENTURE AFFIDAVIT**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

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

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

1. Financial decisions

2. Management decisions such as:

- a. Estimating

- b. Marketing and Sales

- c. Hiring and firing of management personnel

- d. Other

3. Purchasing of major items or supplies

4. Supervision of field operations

5. Supervision of office personnel

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

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

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

FORM M – SCHEDULE B – JOINT VENTURE AFFIDAVIT**SCHEDULE B - Joint Venture Affidavit (3 of 3)**

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

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

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

_____,
to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

_____,
to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

EXHIBIT A – INSURANCE

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

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

INSURANCE TO BE PROVIDED

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

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

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

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

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

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

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

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

4) **Contractors Pollution Liability**

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

EXHIBIT A – INSURANCE

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

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

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

5) **Professional Liability**

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

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

6) **Builders Risk**

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

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

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

7) **Railroad Protective Liability**

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

EXHIBIT A – INSURANCE

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

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A – INSURANCE

Contractor must submit the following at the time of award:

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

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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

05/01/2025

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

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

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Rd. Suite 225 Schaumburg, IL 60173	CONTACT NAME: Desiree Morris PHONE (A/C No. Ext): (847) 934-6100 E-MAIL ADDRESS: dmorris@dspins.com FAX (A/C No.): (847) 934-6186														
INSURED YAD Construction LLC 101 N. Marion St. Oak Park, IL 60301	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Cincinnati Ins Co</td><td>10677</td></tr><tr><td>INSURER B: Cincinnati Casualty Company</td><td>28665</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D: Fortegra Specialty Insurance Co</td><td>16823</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Cincinnati Ins Co	10677	INSURER B: Cincinnati Casualty Company	28665	INSURER C:		INSURER D: Fortegra Specialty Insurance Co	16823	INSURER E:		INSURER F:	
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INSURER C:															
INSURER D: Fortegra Specialty Insurance Co	16823														
INSURER E:															
INSURER F:															

COVERAGES

DM

CERTIFICATE NUMBER: Cert ID 43670 (2)

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP 0630757	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0630757	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EPP 0630757	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	EWC 0630761	09/30/2024	09/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution/Environmental			AXC1000627-00	04/22/2025	04/22/2026	Each Occ/Agg Limit \$ 2,000,000 Deductible \$ 5,000

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

The Public Building Commission of Chicago, the City of Chicago, and the User Agency (and others as required by the Public Building Commission) are hereby specifically named as additional insured on a primary and non-contributory basis for the general liability coverage when required by written agreement. A general liability waiver of subrogation applies in favor of the additional insured when required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

Public Buildings Commission 50 W. Washington Room 200 Chicago IL 60602	APPROVED JLB 6/27/2025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

COI_YADConstruction_JOCSvcs_PS3093AD_20250930

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ACORD 25 (2016/03)

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

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

Name of Project: _____

Project Number: _____

FROM:

(Name of MBE or WBE)

MBE _____ WBE _____

TO:

_____ and Public Building Commission of Chicago
(Name of Bidder)

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

_____ a Sole Proprietor

_____ a Corporation

_____ a Partnership

_____ a Joint Venture

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

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

BY:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:
BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone

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

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

Name of Project: _____

STATE OF ILLINOIS }
 }
COUNTY OF COOK } SS
 }

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

Title and duly authorized representative of

Name of General Contractor whose address is

in the City of _____, State of _____

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Proposal		%	%

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

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

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

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

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

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____

EXHIBIT D – REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

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

Dear {Insert Executive Director Name}:

RE: Contract No. _____

Project Title: _____

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

Documentation attached: yes____ no____

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

Sincerely,

Signature

Print Name

Title

Name of Firm

EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

Disclosure of Retained Parties

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

A. Definitions and Disclosure Requirements

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

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: PS3093AD
 - a. Description of goods or services to be provided under Contract
Job Order Contracting Service under Tier 3
2. Name of Contractor: YAD Construction LLC
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: N/A

Retained Parties:

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

EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:

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

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

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

Signature

Yaw Dwomoh

Name (Type or Print)

06/25/2025

Date

Owner/President

Title

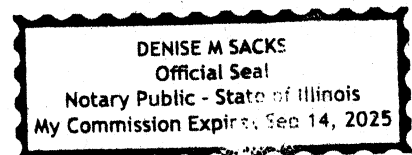
Subscribed and sworn to before me
this 26th day of June, 2025

(SEAL)

Notary Public

Commission expires:

9/14/25



EXHIBITF – PERFORMANCE AND PAYMENT BOND

Performance and Payment Bond

BOND NO. SPECIMEN

Contract No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____ *

with offices in the _____ State of _____

as _____ Corporate _____ Principal, and _____

a corporation organized and existing under the laws of the State of _____, with offices in the State of

Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called

"Commission", in the penal sum of _____ Dollars

(\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated _____, 20____, for the furnishing, fabrication, delivery and installation of the

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

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

EXHIBITF – PERFORMANCE AND PAYMENT BOND

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

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of

_____ dollars (\$ _____), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

EXHIBITF – PERFORMANCE AND PAYMENT BOND

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal

City

State

Partner

CORPORATE SEAL

ATTEST:

BY _____

Corporate Principal

Secretary
Title

President
Title

Business Address

Corporate Surety

BY _____

Title

Business Address

CORPORATE SEAL

The rate of premium of this Bond is \$ _____ per thousand.**

Total amount of premium charged is \$ _____ **

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

** Must be filled in by the Corporate Surety.

EXHIBIT G – BOND APPROVAL

Bond Approval

BY

Mary Pat Witry, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

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

Dated this _____ day of _____ 20____.

CORPORATE SEAL

EXHIBIT H – COOK COUNTY PREVAILING WAGE

COOK COUNTY PREVAILING WAGE

CURRENT PREVAILING WAGE RATES CAN BE FOUND AT THE LINK BELOW

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

COMMUNITY AREAS

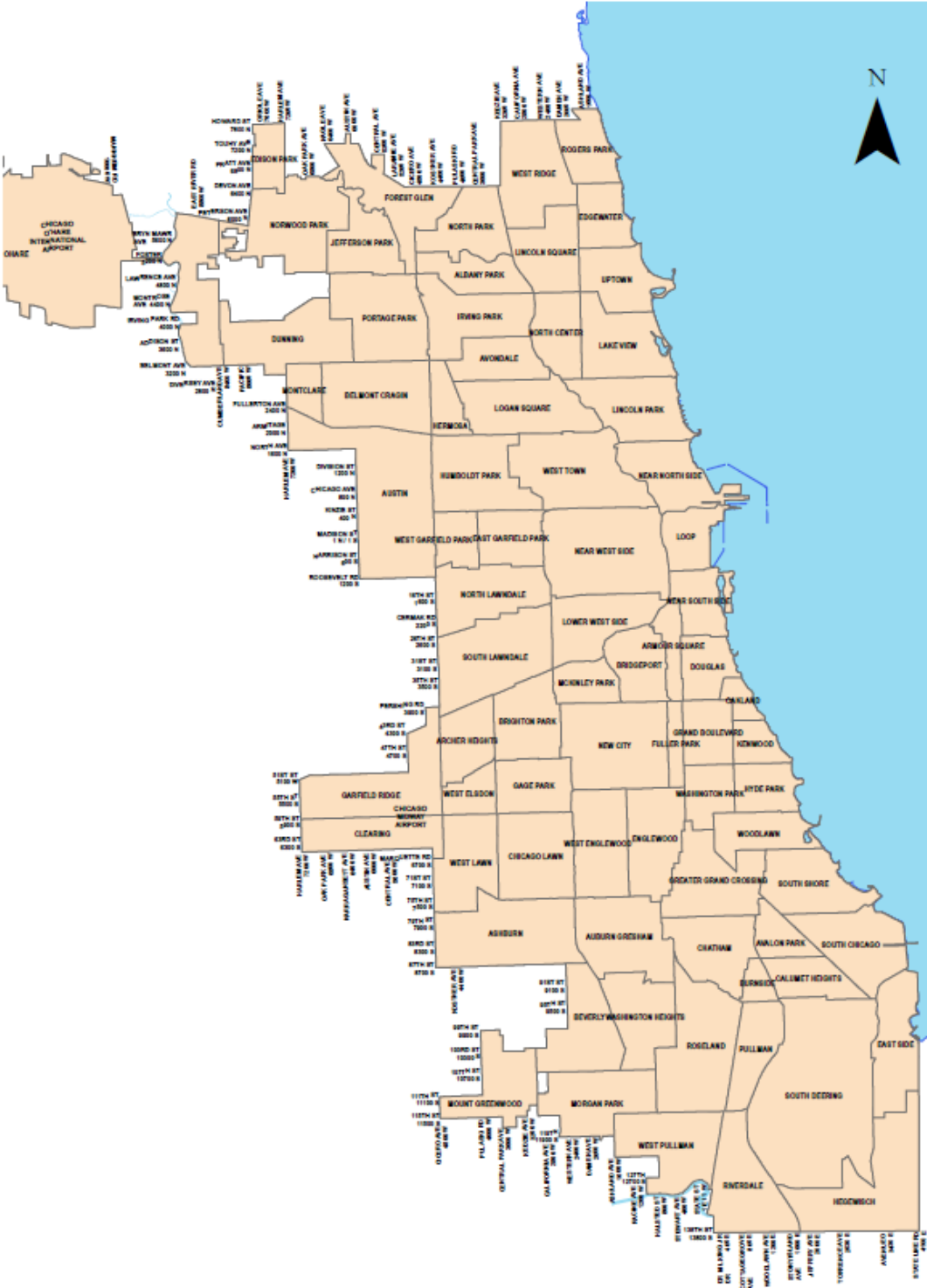


EXHIBIT J – ASSIST AGENCIES

PUBLIC BUILDING COMMISSION OF CHICAGO'S ASSIST AGENCIES

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

African American Contractors Association

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

Chatham Business Association: Small Business Development, Inc.

800 E 78th St
Chicago, IL 60619
Melinda Kelly
(773) 994-5006
melindakelly@cbaworks.org
cbaworks.org

Chicago Urban League

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

Construction Business Development Center at Prairie State College

202 S Halsted St
Chicago Heights, IL 60411
Cathy Svetanoff
(708) 709-3568
csvetanoff@prairiestate.edu
prairiestate.edu

Hispanic American Construction Industry Association

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

South Shore Chamber, Inc.

1750 E 71st St
Chicago, IL 60649
Tonya Trice
(773) 955-9508
ttrice@southshorechamberinc.org
southshorechamberinc.org

Women's Business Development Center

8 S Michigan Ave, #400
Chicago, IL 60603
Donna Beasley
(312) 853-3477
dbeasley@wbdc.org
wbdc.org

Black Contractors United

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

Chicago Cook Workforce Partnership

69 W Washington Street
Suite 2860
Chicago, IL 60602
Marissa Lewis
mlewis@chiccookworks.org
(312) 603-0200
chiccookworks.org

Chicago Women in Trades

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

Federation of Women Contractors

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

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

**CANDO Corporation**

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

Chicago Minority Supplier Development Council

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

ConstructConnect

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

HIRE360 Chicago

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

Rainbow/PUSH Coalition

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

U.S. Minority Contractors Association

1250 Grove Ave, #200
Barrington, IL 60010
Larry Bullock
(847) 852-5010
larry.bullock@usminoritycontractors.org
usminoritycontractors.org

Women Construction Owners & Executives

308 Circle Ave
Forest Park, IL 60130
Mary Kay Monaghan
(708) 366-1250
mkm@mkmservices.com
wcoesa.org

Last Updated: 4/16/2024 4:22 PM

EXHIBIT K – SAMPLE PROJECT LABOR AGREEMENT

PROJECT LABOR AGREEMENT INSERTED HERE

(If Applicable)