

## Contract Summary Sheet

**Contract (PO) Number:** 11730

**Specification Number:** 15179

**Name of Contractor:** MQ SEWER & WATER CONTRACTORS

**City Department:** CHICAGO DEPARTMENT OF TRANSPORTATION

**Title of Contract:** VERTICAL CLEARANCE IMPROVEMENTS / S. LOOMIS ST.  
-ELEANOR ST. TO ARCHER AVE.

**(Term of Contract is not applicable)**

**Dollar Amount of Contract (or maximum compensation if a Term Agreement):**  
\$1,898,256.93

**Brief Description of Work:** VERTICAL CLEARANCE IMPROVEMENTS / S. LOOMIS ST.  
-ELEANOR ST. TO ARCHER AVE.

**Procurement Services Contract Area:** CONSTRUCTION-GENERAL

*Please refer to the DPS website for Contact information under "Doing Business With The City".*

**Vendor Number:** 528125

**Submission Date:** MAY 08 2006

**BOOK 2**  
**INSTRUCTIONS AND EXECUTION DOCUMENTS**  
**CITY OF CHICAGO**

**Vertical Clearance Improvements**  
**S. Loomis St., Eleanor St. to Archer Ave.**

C.D.O.T. PROJECT NO.: B-0-229  
SPECIFICATION NO.: 15179  
REQUISITION NO.: 25660  
RFQ NO.: 1961  
SECTION NO.: 00-B0229-00PV

CITY OF CHICAGO  
**RICHARD M. DALEY**  
Mayor

Prepared by  
DEPARTMENT OF TRANSPORTATION  
Contracts Section

**CHERI HERAMB**  
Acting Commissioner-Department of Transportation  
Suite 1100, 30 North LaSalle Street  
Chicago, Illinois 60602-2570

**BOB LOOMIS, P.E.**  
Deputy Commissioner  
Division of Engineering

Issued by  
DEPARTMENT OF PROCUREMENT SERVICES

**BARBARA A. LUMPKIN**  
Chief Procurement Officer

Document Printed January 2006

**All Signatures To Be Sworn To Before A Notary Public**

*Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Terms and Conditions for Construction" for CDOT projects funded by IDOT, dated April 20, 2005, as amended and incorporated as if fully set forth here by this reference; and by Book2, Book3 (if applicable), plans, drawings, exhibits, and attachments as appropriate. Printed copies of Book 1 are available at the City of Chicago, Department of Procurement Services, 121 North LaSalle Street, Room 301, Chicago, Illinois 60602. Book 1 is also available on the City's web site at <http://www.cityofchicago.org/purchasing/DoingBusiness/ConstructionTerms.html>.*

STATE Funded

March 5, 2005

Scan Copy

SCAN COPY

CRIS PULLER

LT

**CONTRACTOR'S PERFORMANCE & PAYMENT BOND**

Bond No. 496012

*Know All Men by these Presents,* That we,  
A CORPORATION

M.Q. Sewer & Water Contractors, Inc. DBA  
M.Q. Construction Company  
665 Roppolo Lane  
Elk Grove, IL 60007

Principal, hereinafter referred to as Contractor, and

, Surety

Ohio Farmers Insurance Co.

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of  
-----One Million Eight Hundred Ninety Eight Thousand Two Hundred Fifty Six Dollars 93/100 (\$1,898,256.93)-----

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*Sealed* with our seals and dated this 19<sup>th</sup> day of April A.D., 20 06

*The Condition of the Above Obligation is such,*

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing  
Contract No. 11730 and Specification No 15179 all in conformity with said contract, for,

furnishing the City of Chicago, DEPARTMENT OF TRANSPORTATION, all labor, tools, material,  
and equipment required and necessary for the project known as:

**VERTICAL CLEARANCE IMPROVEMENTS - S. LOOMIS ST. ELEANOR ST. TO ARCHER AVE.**

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

**The attached rider is incorporated herein by reference.**

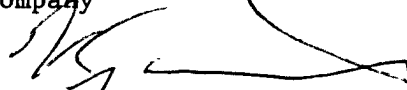
Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended, provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work

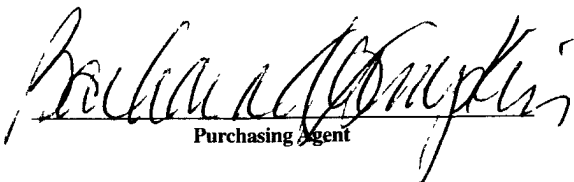
**M.Q. Sewer & Water Contractors, Inc. DBA  
M.Q. Construction Company**

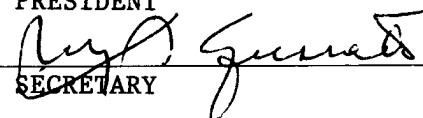


(Seal)

BY: PRESIDENT

Approved \_\_\_\_\_, 20\_\_\_\_

  
Purchasing Agent

ATTEST:  SECRETARY

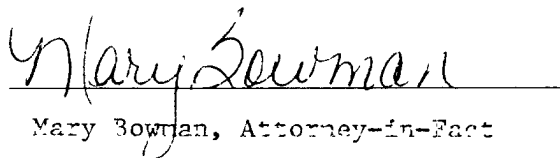
(Seal)

(Seal)

Ohio Farmers Insurance Co.

(Seal)

Approved as to form and legality

  
Mary Bowman, Attorney-in-Fact

(Seal)

(Seal)

Assistant Corporation Counsel



PRINCIPAL  
IF CORPORATION

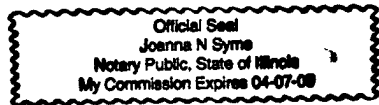
STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

I, Joanna N. Syme, a Notary Public in and for the County and State

aforesaid, DO HEREBY CERTIFY that Vito Quaranta President and  
Michael A. Quaranta MQ Sewer & Water Contractors, Inc.  
Secretary of the d/b/a MQ Construction Company

who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as  
such Company President and Company Secretary, appeared  
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as  
their free and voluntary act, and as the free and voluntary act of the said MQ Sewer & Water Contractors, Inc.  
d/b/a MQ Construction Company  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached

GIVEN under my hand and Notarial Seal this 19th day of April 2006



Joanna N. Syme  
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

I, Sheryll A. Rosenberg, a Notary Public in and for the County and State

aforesaid, DO HEREBY CERTIFY that Mary Bowman  
of the Ohio Farmers Insurance Co. who is personally known

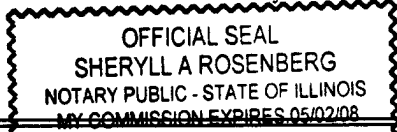
to be the same person to whose name is subscribed in the foregoing instrument as such

Attorney-in-Fact, appeared before me this day in person and acknowledged that she

signed, sealed and delivered the said instrument of writing as her free and voluntary act, and as the free

and voluntary act of the said Ohio Farmers Insurance Co.  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached

GIVEN under my hand and Notarial Seal this 19th day of April 2006



Sheryll A. Rosenberg  
Notary Public

PRINCIPAL  
IF INDIVIDUAL

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

I, \_\_\_\_\_, a Notary Public in and for the County and State

aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

who \_\_\_\_\_ personally known to me to be the same persons whose name \_\_\_\_\_ subscribed in the foregoing

instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the

said instrument of writing as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

## **RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND**

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract No. 11730 and Specification No. 15179 ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 1214332 02

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**RANDY ELKIN, RANDY MARGISON, MARY BOWMAN, SUSAN LOFTUS, JOINTLY OR SEVERALLY**

of **VERNON HILLS** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **31st** day of **JULY** A.D., 2002 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*

By:  
**Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this **31st** day of **JULY** A.D., 2002 , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.

*William J. Kahelin*

**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **M. Brooks Rorapough**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **19th** day of **April** A.D., 2006 .



*M. Brooks Rorapough*

**M. Brooks Rorapough, Secretary**

**ACORD CERTIFICATE OF LIABILITY INSURANCE**OP ID AL  
MOCON-1

DATE (MM/DD/YYYY)

04/20/06

<b>PRODUCER</b> Rand-Tec Insurance Agency Inc. 977 Lakeview Parkway, Ste 105 Vernon Hills IL 60061 Phone: 847-367-2633 Fax: 847-367-2636		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b>  MO Construction, Inc. 665 Roppolo Lane Elk Grove Village IL 60007		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A American Internat'l Companies	
		INSURER B Zurich-American	
		INSURER C	
		INSURER D	
		INSURER E	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b>	GL3170655	11/01/05	11/01/06	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
		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
		GEN'L AGGREGATE LIMIT APPLIES PER					
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		<b>AUTOMOBILE LIABILITY</b>	AL6691337	11/01/05	11/01/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
B		<b>EXCESS/UMBRELLA LIABILITY</b>	AUC9301609	11/01/05	11/01/06	EACH OCCURRENCE	\$ 4,000,000
		AGGREGATE				\$ 4,000,000	
						\$	
						\$	
		DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC4192349	11/01/05	11/01/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		E L EACH ACCIDENT				\$ 1000000	
		E L DISEASE - EA EMPLOYEE				\$ 1000000	
		E L DISEASE - POLICY LIMIT				\$ 1000000	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					
		If yes, describe under SPECIAL PROVISIONS below					
		<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: VERTICAL CLEARANCE IMPROVEMENTS- S. LOOMIS ST., ELEANOR ST TO ARCHER AVE.  
ADDL INSDS ARE ADDED TO GL POLICY W/RESPECT TO WORK PRFMD BY NAMED INSD AS  
REQUIRED BY SIGNED WRITTEN CONTRACT/AGREEMENT: CITY OF CHICAGO.

**CERTIFICATE HOLDER**

CTYCHPR

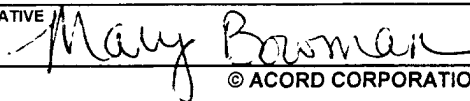
CITY OF CHICAGO  
PROCUREMENT DEPT.  
121 N. LASALLE ST., #403  
CHICAGO IL 60602

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Mary Bowman



✕ ✕ ✕

\_\_\_\_\_

2021



# Illinois Department of Transportation

Division of Highways/Region One / District One  
201 West Center Court/Schaumburg, Illinois 60196-1096

## LOCAL ROADS AND STREETS

City of Chicago

Section No.: 00-B0229-00-PV

Location: South Loomis Street, Eleanor Street to Archer Avenue

Cook County

April 5, 2006

Ms. Barbara A. Lumpkin  
Chief Procurement Officer  
City of Chicago  
121 N. LaSalle Street, Room 403  
Chicago, IL 60602

Attn: Mr. Byron Whittaker

Dear Ms. Lumpkin:

The bids received for the March 21, 2006 letting have been evaluated and are considered acceptable for proceeding with an award of the above-referenced project.

We concur in the award of the Contract to MQ Sewer and Water Contractors, Inc. in the amount of \$1,898,256.93. Since this is a State funded project, we need three copies of the completed Contract Document, the executed Contractor's Performance Bond, and Inter-Office Memo of Award.

If you have any questions or need additional information, please contact James Skvarla at (847) 705-4206 or via email at [skvarlajd@dot.il.gov](mailto:skvarlajd@dot.il.gov).

Very truly yours,

Diane M. O'Keefe, P.E.  
Deputy Director of Highways,  
Region One Engineer

By:  
Christopher J. Holt, P.E.  
Bureau Chief of Local Roads and Streets

A handwritten signature in black ink, appearing to be 'CHolt', written over the typed name of Christopher J. Holt.

cc: Bob Loomis, Chicago Department of Transportation

06 APR - 7 PM 3:00

## **BOOK 2 - INSTRUCTIONS AND EXECUTION DOCUMENTS**

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## DOCUMENT SUBMITTAL CHECKLIST

**This checklist is intended to assist you. Missing forms may invalidate your bid. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:**

1.     \_\_\_\_\_     Schedule of Prices
2.     \_\_\_\_\_     Submit the Appropriate Proposal  
          \_\_\_\_\_     Proposal To Be Completed By a Corporation (if applicable); or  
          \_\_\_\_\_     Proposal To Be Completed By a Partnership; or  
          \_\_\_\_\_     Proposal To Be Completed by a Sole Partnership
3.     \_\_\_\_\_     Affidavit of Uncompleted Work
4.     \_\_\_\_\_     Contractor's Affidavit Regarding Removal of all Waste Materials and  
                            Identification of All Legal Dump Sites
5.     \_\_\_\_\_     Schedule B – MBE/WBE Affidavit of Joint Venture
6.     \_\_\_\_\_     Schedule C – MBE/WBE Letter of Intent To Perform As a Subcontractor or  
                            Supplier
7.     \_\_\_\_\_     Schedule D – Compliance Plan Regarding MBE and WBE Utilization
8.     \_\_\_\_\_     Schedule F – Report of Subcontractor Solicitations
9.     \_\_\_\_\_     Schedule H – Documentation of Good Faith Efforts (if applicable)
10.    \_\_\_\_\_     City of Chicago Economic Disclosure Statement and Affidavit



## **SECTION ONE**

## **PROJECT INFORMATION**

The following Specifications supplement the "Requirements for Bidding and Instructions for Bidders" in Section Two of this document.

Proposals will be received by the Chief Procurement Officer of the City of Chicago for:

**Vertical Clearance Improvement  
S. Loomis St., Eleanor St. to Archer Ave.  
CDOT Project No.: B-0-229**

all in accordance with Contract Documents set forth below.

### **General Description of Work**

The work for which proposals are invited consist of furnishing all labor, materials and equipment required for the reconstruction of S. Loomis St., from S. Eleanor St. to S. Archer Ave. This includes but is not limited to pavement removal, installation of main sewer, construction of one junction chamber, topsoil, sod, trees, PCC curb and gutter, sidewalk, driveways and PCC pavement as described in the detail specifications, including all appurtenant work and accessories, to the complete satisfaction of, approval and acceptance by the City.

This description of work is intended to be general in nature and is neither a complete description nor a limitation on the work to be performed. Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**Fund Source:** ICC & MPEA

**Bid Deposit:** 5% of Total Base Bid

**MBE/WBE Participation Goal:**

MBE Contract Specific Goal: 24.0%

WBE Contract Specific Goal: 4.0%

**Award of Contract**

Proposals will be compared based on the **Total Base Bid**, correctly computed, and a contract, if awarded, will be awarded to the lowest responsible bidder, in the amount of the Total Base Bid.

The City reserves the right to check all calculations and to correct all extensions in case of error.

## **Project Information**

### **Inspection of Site**

The bidder is expected to inspect the site of the Work. No allowance will be made for any difficulties that may be encountered in executing the Work due to a failure of the bidder to inspect the site. Site inspection shall be arranged through the Project Manager at the office of the Division of Engineering, 30 N. LaSalle Street, Suite 400, Chicago, IL. (Telephone 742-0492).

### **Statement of Financial Interest**

This Contract may be subject to financial assistance contracts between the City of Chicago and the United States Department of Transportation, and between the City of Chicago and the Illinois Department of Transportation.

### **Document Deposit**

Bidders shall deposit **one hundred dollars (\$100.00)** in the form of a certified check, cashier's check or money order for each set of Contract Documents. The deposit will be refunded upon return of the Contract Documents within 10 calendar days after the bid opening. Failure to return the contract documents within the period stated above will result in the bidder forfeiting the document deposit.

### **Pre Bid Conference**

A pre bid conference will be held at the date, time and location indicated in the advertisement for bids. All interested parties are **strongly encouraged** to attend. The City may answer questions or clarify the terms of the bid documents at the conference. Written answers may be provided following the conference. Questions and request for clarification may be submitted in writing, or may be raised at the conference; however, verbal questions and request for clarification will be accepted only at the conference. All written questions or request for clarification must be sent by mail or fax at 312-744-9687, and directed to the attention of the Contract Administrator, Department of Procurement Services, Room 403 of the City Hall, 121 N. LaSalle St., Chicago IL 60602. The City will not accept any questions for the ten (10) day period preceding the bid opening date.

**CONTRACT INSURANCE REQUIREMENTS**  
**Department of Transportation**  
**Vertical Clearance Improvement**  
**S. Loomis St., Eleanor St. to Archer Ave.**  
**CDOT Project No.: B-0-229**

The Contractor shall provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation and Employers Liability 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 **\$500,000** each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than **\$5,000,000** per occurrence, for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion) explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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 shall provide Automobile Liability Insurance with limits of not less than **\$2,000,000** per occurrence limit for bodily injury and property damage. The City of Chicago shall be named as an additional insured on a primary non-contributory basis.

4) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy shall have limits of not less than **\$2,000,000** per occurrence and **\$6,000,000** in the 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

5) Owner's and Contractor's Protective Liability

With respect to the operations performed by Contractor, and Owner's and Contractor's Protective Liability policy designating the City of Chicago as named insured shall be provided with limits of not less than **\$2,000,000** per occurrence, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide All Risk Builders Risk Insurance, at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. Coverages shall include but are not limited to the following: material stored off-site and in transit, collapse, water including leakage, overflow, sewer backup and seepage, debris removal, and faulty workmanship or materials. The City of Chicago shall be named as an additional insured and loss payee.

7) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than **\$1,000,000**. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

**B. ADDITIONAL REQUIREMENTS**

The Contractor will furnish the City of Chicago, Department of Procurement Services, City Hall, 121 N. LaSalle Street, Room 403, Chicago, IL 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City 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 City to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance shall not relieve Contractor of the obligation to provide insurance

as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Contractor.

The Contractor agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Contract documents or by law.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute to the insurance provided by the Contractor under the Contract.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Contractor is a joint venture, the insurance policies must name the joint venture as a name insured.

The Contractor shall require all subcontractors to provide the insurance required herein or Contractor may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of Contractor unless otherwise specified herein.

If Contractor or subcontractor desire additional coverages, the Contractor and each subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

# INSURANCE CERTIFICATE OF COVERAGE

Named Insured: \_\_\_\_\_  
Address: \_\_\_\_\_

Specification #: \_\_\_\_\_  
RFP: \_\_\_\_\_

Project#: \_\_\_\_\_  
(City) (State) (Zip)

Contract#: \_\_\_\_\_

Description of Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contract <input type="checkbox"/> Broad Form <input type="checkbox"/> Independent <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General
Specimen				
Automobile Liability <input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				CSL Per Occurrence \$ _____ Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured  
  
City of Chicago  
Department of Procurement Services  
121 N. LaSalle St., #403  
Chicago, IL 60602

Signature of Authorized Rep.: \_\_\_\_\_  
Agency/Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**For City use only**

Name of City Department requesting certificate: (Using Dept.) \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

## **PROPOSAL PAGES**



## **PROPOSAL**

The undersigned proposes to construct

**Vertical Clearance Improvement  
S. Loomis St., Eleanor St. to Archer Ave.  
CDOT Project No. B-0-229**

as required by this Contract, to perform all Work required, and to provide and furnish the required performance and payment bond and all of the labor, materials tools, equipment (expendable and otherwise), accessories and transportation services necessary to perform and complete the Work required, in a workmanlike manner and within the specified time, all in accordance with the Contract Documents, at the unit and lump sum prices set forth in the Schedule of Prices.

In connection with this proposal, the Bidder represents and warrants:

- Bidder will furnish a performance and payment bond in the required form and with sureties satisfactory to the City of Chicago within 7 calendar days after Bidder receives written notice that the City has accepted its proposal;
- Bidder has carefully examined the Contract Documents, Addenda (if any), and Exhibits on file at the Department of Transportation; inspected in detail the site of the proposed Work; familiarized itself with all of the conditions affecting the Contract, the Work to be done, and the conditions under which it must be carried out; and understands that in making its proposal it waives all rights to plead any misunderstanding regarding these matters;
- Bidder has completed and signed the "Economic Disclosure Statement and Affidavit" form and all other forms requiring Bidder's authorized signature;
- Bidder is ready, willing and able to undertake the Project and is prepared to and will provide documentation as outlined in Article 6 of the Requirements for Bidding and Instructions to Bidders entitled "Competency of the Bidder" to the satisfaction of the Chief Procurement Officer in his sole judgment, relating to Bidder's experience and performance ability and possession of necessary facilities, financial resources, and insurance, all for such a Project;
- Bidder or any of its officers is not barred from contracting with any unit of state or local government as a result of violations of law prohibiting bid-rigging or bid-rotating;
- Bidder understands that Bidder's Schedule of Prices must show the unit or lump sum price, as the case may be, for which Bidder proposes to perform each item of Work; that all extensions and the summation for the Total Base Bid must be made

- by Bidder, and that if not so made, Bidder's proposal may be rejected as irregular; and
- Bidder's price stated for each item of Work is based on the projected cost of that item at the time the Work is performed and includes a proportionate amount of the total cost for full compliance with the Contract Documents and with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments having jurisdiction, and constitutes compensation in full for performing and completing the Work pertaining to that item, free of all claims and charges whatsoever.

**NOTE: THE BIDDER SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO HIS PROPOSAL, AS SUCH ADDITIONS MAY CAUSE THE PROPOSAL TO BE DECLARED INFORMAL AND NOT RESPONSIVE TO THE REQUEST FOR BIDS.**

### **TIME OF COMPLETION**

It is understood and agreed that TIME IS OF THE ESSENCE IN THIS CONTRACT, and the Contractor agrees to begin actual work covered by this Contract after notification by the Commissioner to commence work and to prosecute the same with all due diligence so as to complete the entire work under the Contract **on or before December 1, 2006**. It is understood that "Completion" shall mean completion to the point of acceptance by the Commissioner, i.e. substantial completion/beneficial occupancy.

The Contractor may prosecute the work through two shifts each working day if he deems such action necessary in order to complete the work within the specified time period. However, no work will be permitted between the hours of 9:00 p.m. and 8:00 a.m. Any variation from these restricted working hours to include extended shift hours and daytime work, if any, can only be permitted with the written approval of the Commissioner.

In the event that progress falls behind the approved schedule, work shall proceed on a twenty-four (24) hour per day basis without additional compensation, if so ordered by the Commissioner, to comply with the requirements of this Section.

### **PUNCH LIST TIME OF COMPLETION**

It is also understood and agreed that TIME IS OF THE ESSENCE IN CLOSING OUT THE JOB SITE WORK OF THIS CONTRACT, and the Contractor agrees to begin work immediately after receipt of formal comprehensive list of minor miscellaneous or finishing work also known as "Punch List" work.

Further, upon physical completion of the Work and final inspection of same, a final "Punch List" will be transmitted to the Contractor from the Commissioner. This final "Punch List" will consist of not only physical work items requiring corrective action, but will also include all

applicable Contractor submittals as may be required by the Contract. It is understood and agreed that all final "Punch List" work will be prosecuted expeditiously and completed, in total, within thirty (30) calendar days of the date of the transmittal to the Contractor. Failure to complete all final "Punch List" items within the thirty (30) calendar day time limit shall be construed as failure to prosecute work of the contract and, as such, will subject the Contractor to the assessment of project liquidated damages in the amount(s) specified under the "Liquidated Damages section of this proposal. These damages will be assessed continuously from the time of the expiration of the thirty (30) calendar day time limit until such time as all final "Punch List" items are completed to the satisfaction of the Commissioner.

### **LIQUIDATED DAMAGES**

Failure of the Contractor to complete the Work under this Contract within the specified completion time will result in the incurrence by the City of additional construction and engineering costs, including but not limited to supervision and inspection, together with other tangible and intangible losses. Therefore, if any work shall remain uncompleted after the time specified for the completion of the work or after any authorized extension of such stipulated time, the Contractor shall pay to the City the sum listed below for each and every day that such work remains uncompleted, and such moneys shall be paid as liquidated damages, not a penalty, to partially cover costs and losses by the City.

<b>Completion of all Work:</b>	<b>\$ 735.00</b>	<b>per calendar day</b>
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<b>Completion of "Punch List" Work:</b>	<b>\$ 300.00</b>	<b>per calendar day</b>
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The City shall recover said liquidated damages by deducting the amount thereof out of any moneys due or that may become due, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due.

Nothing herein contained shall be construed as limiting the right of the City to recover from the Contractor any and all amounts due or to become due, and any and all costs and expenses sustained by the City for improper performance hereunder, repudiation of the Contract by the Contractor, failure to perform or breach or breaches in any other respect, including but not limited to defective workmanship or materials.

The date for commencement of work will not be counted as a calendar day but each subsequent day thereafter from midnight to midnight will be counted as one calendar day and the last day counted will be the day on which the Contractor shall have completed and the Commissioner shall have accepted the entire work under this Contract.

### **UNIT PRICES**

Unit prices will be used to determine the amount to ADD TO or DEDUCT FROM contract price for any properly authorized additional or omitted work. Unit prices shall be inclusive of the cost of materials, work, layout, drafting, balancing and testing, tools and sundries, overhead and profit, supervision and any and all other costs of whatsoever nature in connection therewith for work in place and accepted or omitted as the case may be. The calculation for determining the number of units of work shall be actual surface, volume, length, hours and number of individual

items listed for the class of work complete in place and accepted or omitted. No allowance for waste, loss, breakage, damage or difficulties shall be made.

Unit Schedule of Prices for all applicable materials related to the Work under this Contract shall be inserted in the spaces provided, in this proposal.

## **SCHEDULE OF PRICES**

# LOOMIS STREET BETWEEN ELEANOR STREET AND ARCHER AVENUE

CDOT PROJECT NO. B-0-229 SPECIFICATION AND CONTRACT NO.: 15179

BALANCED BIDS: Bidder's pricing for each line item should carry its share of the cost of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the Chief Procurement Officer considers in his/her sole opinion to be materially unbalanced will be rejected.

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
1	EARTH EXCAVATION	CYD	980	30.00	29400.00
2	TREE REMOVAL (6 TO 15 UNIT DIAMETER)	UNIT DIA	21	50.00	1050.00
3	TREE REMOVAL (OVER 15 UNIT DIAMETER)	UNIT DIA	30	50.00	1500.00
4	CELTIS OCCIDENTALIS "CHICAGOLAND" HACKBERRY 2 1/2" TO 3" B & B	EACH	5	600.00	3000.00
5	TILIA TOMENTOSA "REDMOND" REDMOND LINDEN 2 1/2" TO 3" B & B	EACH	7	600.00	4200.00
6	AESCLUSUS HIPPOCASTANUM HORSECHESTNUT 2 1/2" TO 3" B & B	EACH	5	600.00	3000.00
7	PAVEMENT REMOVAL AND REPLACEMENT	SYD	24	110.00	2640.00
8	STABILIZATION STONE	CYD	980	25.00	24500.00
9	CRUSHED STONE (TEMPORARY USE)	TON	75	15.00	1125.00
10	SUBBASE GRANULAR MATERIAL, TYPE B, 6"	SYD	5671	4.20	23818.20
11	HIGH-EARLY STRENGTH PORTLAND CEMENT CONCRETE BASE COURSE, 9"	SYD	3279	36.67	120240.93
12	BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, MIX "D", N70	TON	330	60.00	19800.00

# LOOMIS STREET BETWEEN ELEANOR STREET AND ARCHER AVENUE

CDOT PROJECT NO. B-0-229 SPECIFICATION AND CONTRACT NO.: 15179

BALANCED BIDS: Bidder's pricing for each line item should carry its share of the cost of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the Chief Procurement Officer considers in his/her sole opinion to be materially unbalanced will be rejected.

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
13	BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19, N70	TON	454	65.00	29510.00
14	LEVELING BINDER (HAND METHOD), SUPERPAVE N50	TON	24	120.00	2880.00
15	BITUMINOUS MATERIALS (PRIME COAT)	GAL	600	2.20	1320.00
16	AGGREGATE (PRIME COAT)	TON	8	20.00	160.00
17	COMBINATION CONCRETE CURB AND GUTTER, TYPE BV-12	LFT	1616	20.00	32320.00
18	CONCRETE CURB, TYPE B	LFT	232	20.00	4640.00
19	COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)	LFT	525	67.50	35437.50
20	CONCRETE CURB, TYPE B (SPECIAL)	LFT	193	60.00	11580.00
21	HIGH-EARLY STRENGTH PORTLAND CEMENT CONCRETE PAVEMENT, 10"	SYD	1366	39.50	53957.00
22	HIGH-EARLY STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT AND ALLEY PAVEMENT, 8"	SYD	231	35.00	8085.00
23	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SF	16088	4.00	64352.00
24	PORTLAND CEMENT CONCRETE SIDEWALK, 5" (SPECIAL)	SF	700	4.00	2800.00

# LOOMIS STREET BETWEEN ELEANOR STREET AND ARCHER AVENUE

CDOT PROJECT NO. B-0-229 SPECIFICATION AND CONTRACT NO.: 15179

BALANCED BIDS: Bidder's pricing for each line item should carry its share of the cost of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the Chief Procurement Officer considers in his/her sole opinion to be materially unbalanced will be rejected.

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
25	PORTLAND CEMENT CONCRETE SIDEWALK, 8" (SPECIAL)	SF	500	4.50	2250.00
26	PORTLAND CEMENT CONCRETE SIDEWALK, 5", TEXTURED	SF	2410	8.50	20485.00
27	CLASS "SI" CONCRETE (MISCELLANEOUS)	CYD	15	300.00	4500.00
28	PROTECTIVE COAT	SYD	4173	1.10	4590.30
29	WATER VALVE BASIN, CATCH BASIN, MANHOLE, OR INLET TO BE ADJUSTED	EACH	4	325.00	1300.00
30	CITY ELECTRIC MANHOLE OR HANDHOLE TO BE ADJUSTED	EACH	4	325.00	1300.00
31	CATCH BASIN, MANHOLE, OR INLET TO BE REMOVED	EACH	28	150.00	4200.00
32	MANHOLE, TYPE A (INCLUDING FRAME AND LID)	EACH	4	4000.00	16000.00
33	MANHOLE, TYPE B (INCLUDING FRAME AND LID)	EACH	1	5500.00	5500.00
34	TUMBLING BASIN (INCLUDING FRAME AND LID)	EACH	1	5500.00	5500.00
35	CATCH BASIN (INCLUDING FRAME AND LID)	EACH	9	2700.00	24300.00
36	INLET (INCLUDING FRAME AND LID)	EACH	5	2000.00	10000.00



**CDOT VERTICAL CLEARANCE IMPROVEMENT  
LOOMIS STREET BETWEEN ELEANOR STREET AND ARCHER AVENUE**

**CDOT PROJECT NO. B-0-229 SPECIFICATION AND CONTRACT NO.: 15179**

BALANCED BIDS: Bidder's pricing for each line item should carry its share of the cost of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the Chief Procurement Officer considers in his/her sole opinion to be materially unbalanced will be rejected.

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
37	SEWER PIPE, TYPE 1, 8" (DIP)	LFT	116	60.00	6960.00
38	SEWER PIPE, TYPE 2, 8" (DIP)	LFT	32	60.00	1920.00
39	SEWER PIPE, TYPE 2, 8" (ESVCP)	LFT	86	60.00	5160.00
40	SEWER PIPE, TYPE 2, 10" (DIP)	LFT	61	65.00	3965.00
41	SEWER PIPE, TYPE 2, 42" (DIP), CLASS 52	LFT	205	456.00	93480.00
42	SEWER PIPE, TYPE 2, 48" (DIP), CLASS 52	LFT	343	525.00	180075.00
43	SEWER PIPE, TYPE 2, 48" (RCP), CLASS III	LFT	238	295.00	70210.00
44	SEWER PIPE, TYPE 2, 54" (RCP), CLASS III	LFT	314	310.00	97340.00
45	PIPE DRAIN 10" (DRAIN CONNECTION)	LFT	20	100.00	2000.00
46	PIPE DRAIN 24" (DRAIN CONNECTION)	LFT	20	200.00	4000.00
47	PIPE DRAIN 36" (DRAIN CONNECTION)	LFT	10	300.00	3000.00
48	PIPE UNDERDRAIN (PESVCP), 6"	LFT	230	30.00	6900.00

# LOOMIS STREET BETWEEN ELEANOR STREET AND ARCHER AVENUE

CDOT PROJECT NO. B-0-229 SPECIFICATION AND CONTRACT NO.: 15179

BALANCED BIDS: Bidder's pricing for each line item should carry its share of the cost of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the Chief Procurement Officer considers in his/her sole opinion to be materially unbalanced will be rejected.

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
49	HOUSE DRAIN REPLACEMENT	LFT	792	10.00	7920.00
50	6" DIAMETER DUCTILE IRON SADDLE OUTLET CONNECTION	EACH	10	1500.00	15000.00
51	8" DIAMETER DUCTILE IRON SADDLE OUTLET CONNECTION	EACH	8	1600.00	12800.00
52	10" DIAMETER DUCTILE IRON SADDLE OUTLET CONNECTION	EACH	2	2000.00	4000.00
53	TRENCH BACKFILL	CYD	2380	28.50	67830.00
54	LIDS FOR MANHOLES, CATCH BASINS, INLETS, AND WATER VALVE VAULTS	EACH	3	200.00	600.00
55	CHICAGO STANDARD FRAMES FOR MANHOLES, CATCH BASINS, INLETS, AND WATER VALVE VAULTS	EACH	3	200.00	600.00
56	TRAFFIC CONTROL AND PROTECTION <sup>\$</sup> 16000	L. SUM	1	30000.00	30000.00
57	ENGINEER'S FIELD OFFICE, TYPE A	CAL MO	6	3000.00	18000.00
58	TOPSOIL, 4"	SYD	647	5.00	3235.00
59	SODDING, SALT TOLERANT	SYD	647	5.00	3235.00
60	SUPPLEMENTAL WATERING	UNIT	20	50.00	1000.00

# CDOT VERTICAL CLEARANCE IMPROVEMENT

## LOOMIS STREET BETWEEN ELEANOR STREET AND ARCHER AVENUE

**CDOT PROJECT NO. B-0-229 SPECIFICATION AND CONTRACT NO.: 15179**

BALANCED BIDS: Bidder's pricing for each line item should carry its share of the cost of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the Chief Procurement Officer considers in his/her sole opinion to be materially unbalanced will be rejected.

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
61	PAVEMENT FABRIC	SYD	1366	7.00	9562.00
62	BITUMINOUS CONCRETE SURFACE REMOVAL (VARIABLE DEPTH)	SYD	298	16.00	4768.00
63	PAVEMENT REMOVAL	SYD	5053	22.50	113,692.50
64	DRIVEWAY AND ALLEY PAVEMENT REMOVAL	SYD	157	8.00	1256.00
65	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	LFT	2141	4.50	9634.50
66	SIDEWALK REMOVAL	SF	19598	.75	14,698.50
67	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	LFT	108	4.00	432.00
68	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	LFT	550	1.00	550.00
69	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	LFT	1490	.75	1117.50
70	RAILROAD PROTECTIVE LIABILITY INSURANCE	L. SUM	1	10000.00	10000.00
71	SAND CUSHION, 3"	SF	21740	.50	10,870.00
72	PIPE HANDRAIL (SPECIAL)	LFT	578	75.00	43350.00

**CDOT VERTICAL CLEARANCE IMPROVEMENT  
LOOMIS STREET BETWEEN ELEANOR STREET AND ARCHER AVENUE**

**CDOT PROJECT NO. B-0-229 SPECIFICATION AND CONTRACT NO.: 15179**

BALANCED BIDS: Bidder's pricing for each line item should carry its share of the cost of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the Chief Procurement Officer considers in his/her sole opinion to be materially unbalanced will be rejected.

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
73	POROUS GRANULAR EMBANKMENT	CYD	50	30.00	1500.00
74	EPOXY PAVEMENT MARKING - LINE 4"	LFT	650	6.00	3900.00
75	MWRDGC STRUCTURE REMOVAL AND REPLACEMENT, SPECIAL	EACH	1	255000.00	255000.00
76	DRILL AND GROUT DOWEL BARS	EACH	18	10.00	180.00
77	DUST CONTROL WATERING	UNIT	20	50.00	1000.00
78	TEMPORARY SHORING	LFT	100	50.00	5000.00
79	EROSION AND SEDIMENT CONTROL	L. SUM	1	1000.00	1000.00
80	FURNISH SIGN PANEL, NON-REFLECTIVE, DOUBLE-SIDED	SF	70	40.00	2800.00
81	FURNISH SIGN PANEL, REFLECTIVE, TYPE A, SINGLE-SIDED	SF	100	30.00	3000.00
82	FURNISH SIGN PANEL, REFLECTIVE, TYPE A, DOUBLE-SIDED	SF	25	40.00	1000.00
83	FURNISH AND INSTALL POLE, DRILL METHOD	EACH	15	275.00	4125.00
84	FURNISH AND INSTALL POLE, DIG METHOD	EACH	15	260.00	3900.00

# **CDOT PROJECT NO. B-0-229 SPECIFICATION AND CONTRACT NO.: 15179** **LOOMIS STREET BETWEEN ELEANOR STREET AND ARCHER AVENUE**

BALANCED BIDS: Bidder's pricing for each line item should carry its share of the cost of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the Chief Procurement Officer considers in his/her sole opinion to be materially unbalanced will be rejected.

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
85	INSTALL SIGN PANEL (CENTER, FLAG, OR BACK-TO-BACK MOUNT)	EACH	60	65.00	3900.00
86	REMOVE EXISTING SIGN PANEL AND SALVAGE	EACH	10	55.00	550.00
87	REMOVE EXISTING SIGN PANEL AND POLE ASSEMBLY, FROM PARKWAY/SIDEWALK AND SALVAGE	EACH	20	70.00	1400.00
88	TREE ROOT PRUNING	LFT	50	20.00	1000.00
89	SPECIAL WASTE HAULING AND DISPOSAL	TON	13500	12.00	162,000.00
90	DETECTABLE WARNINGS	EACH	22	300.00	6600.00
				<b>TOTAL BASE BID:</b>	<b>1,898,256.93</b>

## **SECTION TWO**

## **REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS**

### **Contract for Work**

Proposals are received by the Chief Procurement Officer of the City of Chicago in accordance with Contract Documents as set forth herein.

#### **1. Examination by Bidder**

The bidder shall, before submitting its bid, carefully examine the proposal, plans, specifications, contract documents and bonds. The bidder shall inspect in detail the site of the proposed work and familiarize itself with all of the local conditions affecting the contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. The City will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The City assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

#### **2. Bid Deposit**

Bid deposit shall be required for all competitive sealed bidding for contracts when required in the legal advertisement. Bid deposit shall be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in cashiers check, money order or certified check. All certified checks must be drawn on a bank doing business in the United States, and shall be made payable to the order of the City of Chicago. CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.

Bid deposits shall be in the amount shown in the advertisement or as may be prescribed herein, but not in excess of 10% of the bid. Should the amount of the bid deposit shown in the advertisement prove to be more than 10% of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to 10% of his bid. When the legal advertisement requires a deposit, noncompliance requires rejection of the bid. Compliance with the provisions herewith shall be determined in all cases by the Chief Procurement Officer and his determination shall be final.

After bids are opened, deposits shall be irrevocable for the period specified herein. If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or the bid deposit.

## **Requirements for Bidding and Instructions for Bidders**

### **3. Preparation of Proposal**

The bidder shall prepare its proposal on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary must execute the bid and the Corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Chief Procurement Officer shall be submitted.

If bidder is a sole proprietorship, the sole proprietorship must execute the bid. A "Partnership", "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805ILCS 405 (1992).

### **4. Submission of Proposals**

All prospective bidders shall submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose by the DEPARTMENT OF PROCUREMENT SERVICES, Room 301, City Hall. If proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder shall carry the following information on the face of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the DEPARTMENT OF PROCUREMENT SERVICES, the bidders shall be responsible for their delivery to the Chief Procurement Officer before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be accepted.

Proposals must be submitted with original signatures in the space provided on the appropriate Proposal Execution Page. Proposals not properly signed shall be rejected.

### **5. Withdrawal of Proposals**

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his proposal for a period of 60calendar days after said advertised closing time for the receipt of proposals nor shall the successful bidder withdraw or cancel or modify his



## **Requirements for Bidding and Instructions for Bidders**

proposal after having been notified by the Chief Procurement Officer that said proposal has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its proposal prior to the stated period for acceptance of proposal.

Where this contract shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of 90 calendar days after said advertised closing time for the receipt of proposals.

### **6. Competency of Bidder**

The Chief Procurement Officer reserves the right to refuse to award a Contract to any person, firm or corporation that is in arrears or is in default to the City of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

The bidder, if requested, must present within a reasonable time, as determined by the Chief Procurement Officer, evidence satisfactory to the Chief Procurement Officer of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

### **7. Consideration of Proposals**

The Chief Procurement Officer represents and acts for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action. The proposal is contained in these contract documents and **MUST NOT BE DETACHED HERE FROM** by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

### **8. Balanced Bids**

Bidder's pricing for each line item should carry its share of the cost of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. Bids that the Chief Procurement Officer considers in his sole opinion to be materially unbalanced will be rejected.

### **9. Acceptance of Proposals**

The Chief Procurement Officer will accept in writing one of the proposals or reject all proposals, within 60calendar days, or within 90 calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

## **Requirements for Bidding and Instructions for Bidders**

### **10. Performance Bond**

When required by the Chief Procurement Officer the successful bidder or bidders shall, within seven (7) calendar days of receipt of notice from the City, furnish a performance bond in the full amount of the contract on Form P.W.O. 62, a specimen of which is bound herein. Receipt of written notice from the City to furnish a bond constitutes tentative notice of pending award and proposal acceptance. Release of the contract shall be withheld pending receipt and approval of a satisfactory bond.

Attention is called to the provisions of 30 ILCS 550/1, et. seq. and to the provisions of Section 2-92-030 of the Municipal Code of Chicago.

### **11. Failure to Furnish Bond**

In the event that the bidder fails to furnish the performance bond in said period of seven (7) calendar days, then the bid deposit of the bidder shall be retained by the City as liquidated damages and not as a penalty.

### **12. Interpretation of Contract Documents**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, a written request for an interpretation thereof may be submitted to the Chief Procurement Officer. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Chief Procurement Officer. A copy of such addendum will be mailed, faxed, electronically mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued in space provided on proposal page. Oral explanations will not be binding.

### **13. Catalogs**

Each bidder must submit, where necessary, or when requested by the Chief Procurement Officer, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work he proposes to furnish.

### **14. Substitution**

The Bidder must, if awarded the Contract, provide the items specified in the Contract Documents when those items are specified by manufacturer's trade name in Book-Three, unless equivalent alternatives have been proposed as described below. Reference to a

## **Requirements for Bidding and Instructions for Bidders**

specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory. The Bidder may bid another product(s) provided that the alternative product is on a separate sheet of paper designated as such and is supported by the type of information listed in Section VII.D.1.a.,b.,e.,g.,h., and Section VII.D.2., of the Terms and Conditions for Construction, in order to facilitate the Chief Procurement Officer's evaluation of such product. The Chief Procurement Officer may, in his sole discretion, accept an alternate bid for a specified item, provided the alternate item so bid is, in the Chief Procurement Officer's sole opinion, the equivalent of the item specified in the Contract Documents. An alternate that is not equivalent to the specified item may render the bid non-responsive. Unless the alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the Contract Documents. No substitution of specified items will be allowed thereafter except as provided in Section VII.D.2., of the Terms and Conditions for Construction.

### **15. Return of Bid Deposit**

The bid deposit of all except the two lowest bidders on each contract will be returned shortly after the bid opening. The Chief Procurement Officer reserves the right to hold all bid deposits, if the intent is to award multiple contracts for a requirement and/or if the two lowest responsible bidders cannot be readily determined based on price until all proposals have been evaluated.

The remaining bid deposits on each contract will be returned with the exception of the accepted bidder, after the Chief Procurement Officer has awarded the contract. The bid deposit of the accepted bidder will be returned after the contract has been awarded and a satisfactory performance bond has been approved, where such bond is required.

### **16. Taxes**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-01. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Illinois statutes. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal Laws and Regulations.

### **17. Contractor's Financial Statement**

Each bidder bidding on construction projects shall have on file in the office of the Chief Procurement Officer prior to bid opening a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION dated not earlier than the end of the Contractor's last fiscal year period. This shall be kept on file by the Chief Procurement Officer as a representative statement for a period of one year only. Forms are available at the office of the Bid and Bond Section, DEPARTMENT OF PROCUREMENT SERVICES,

## **Requirements for Bidding and Instructions for Bidders**

Room 301 City Hall, or may be obtained by addressing a request to the Chief Procurement Officer, Room 403, City Hall, Chicago, Illinois, 60602. Failure to have a current financial statement on file in the DEPARTMENT OF PROCUREMENT SERVICES at time of bid opening may be cause for the rejection of Contractor's Proposal.

### **18. Notices**

All communications and notices to the City herein provided for shall be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using department by name and address listed on the cover hereof, and to the Chief Procurement Officer, Room 403, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602. All communications and notices to the bidder, unless otherwise provided for, shall be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the proposal hereof.

### **19. Acknowledgment of Receipt of Addenda**

The bidder must acknowledge the receipt of all formally issued addenda in the space provided on the signature pages of the Proposal.

### **20. Economic Disclosure Statement and Affidavit (EDS)**

The Contractor or each joint venture partner shall be required to submit with their bid, proposal or response, a fully executed Economic Disclosure Statement and Affidavit, which includes a Disclosure for Retained Parties, on the form attached herein, signed by an authorized officer of the company before a notary which includes a certification that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors have not been engaged in or been convicted of bidrigging or bid-rotating activities as defined in the Economic Disclosure Statement and Affidavit. The certification is required in accordance with the Illinois Criminal Code.

### **20. Minority Business Enterprise Commitment and Women Business Enterprise Commitment**

The attention of bidders is directed to the Special Condition Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment and the Proposal Schedules that precede the Proposal form. If awarded the Contract, the bidder agrees to expend at least the percentage of the contract price indicated on bidder's Proposal Schedules for participation by bona fide Minority Business Enterprises and Women Business Enterprises. **Appropriate Schedules must be completed and executed by the bidder in submitting a proposal. Refer to Book 1.**

## **Requirements for Bidding and Instructions to Bidders**

### **21. Protests**

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall, 121 North LaSalle Street, Room 403, Chicago, Illinois 60602. A pre-bid protest must be filed no later than the five (5) days before the bid opening date, a pre-award protest must be filed no later than 10 days after the bid opening date, and a post-award protest must be filed no later than 10 days after the award of the contract.

All protests or claims must set forth the name and address of the protester, the specification number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Chief Procurement Officer take.

Copies of the Bid Protest Procedures are available at the Bid and Bond Room.

## LICENSING OF GENERAL CONTRACTORS

- 4-36-010 Definitions
- 4-36-020 License--Required
- 4-36-030 License Classifications
- 4-36-040 License--Posting--Notice Of Changes
- 4-36-050 License--Application
- 4-36-060 License Issuance And Renewal Prohibited When
- 4-36-070 License--Fee--Termination
- 4-36-080 License Number To Be Printed Where
- 4-36-090 Proof Of Insurance--Required
- 4-36-100 License Bond--Required
- 4-36-110 Unlawful Acts
- 4-36-120 Duties
- 4-36-130 Permit Privileges--Suspension For Failure To Correct Defects In Work
- 4-36-140 License--Immediate Suspension Based Upon A Pattern Of Substantial Code Violations
- 4-36-150 License-Revocation
- 4-36-160 License Revocation--Four-Year Wait For New License
- 4-36-170 Regulations
- 4-36-180 Enforcement
- 4-36-190 Violation--Penalty

### **4-36-010: Definitions.**

As used in this chapter:

1. **“City”** means City of Chicago.
2. **“Department”** means department of buildings.
3. **“Commissioner”** means commissioner of buildings.
4. **“General Contractor”** means any person who, as an investment or for compensation or with the intent to sell or to lease, (i) arranges or submits a bid or offers to undertake or purports to have the capacity to undertake or undertakes, through himself or through others, to erect, construct, alter, repair, move, install, replace, convert, remodel, rehabilitate, modernize, improve or make additions to any building as defined in Section 13-4-010 or to any appurtenance thereto attached to real estate and located on the same lot as the building, including, but not limited to, driveways, swimming pools, porches, decks, garages, fences, fallout shelters and other accessory objects or uses; and (ii) retains for himself control over the means, method and manner of accomplishing the desired result; and (iii) whose business operations, in whole or in part, require the hiring or supervision of one or more persons from any building trade or craft, including, but not limited to, plumbing, masonry, electrical, heating, air-conditioning or carpentry. The term includes nonresident general contractors who do business within the city and developers of conversion condominiums as defined in the Condominium Property Act, as amended.

5. **“Nonresident General Contractor”** means any general contractor who is not domiciled in the city and has not maintained a permanent place of business or residence in the city for at least six months.

**4-36-020**

**License--Required.**

- (A) No person shall own, operate, conduct, manage, engage in, maintain or carry on the business of general contractor without first having obtained a general contractor license. The general contractor license shall be in addition to any other license required by law, including, but not limited to, the home repairs license issued pursuant to Chapter 4-204 and the excavators license issued pursuant to Chapter 4-196, if applicable.
- (B) The following persons are not general contractors within the meaning of this section:
- (1) Any subcontractor, employee or agent working for or under the supervision of a general contractor licensed or required to be licensed under this chapter and acting within the scope of his contract, employment or agency;
  - (2) Any person who merely furnishes materials or supplies for use at a construction site without fabricating them into, or consuming them in the performance of, the work of a general contractor;
  - (3) Any person licensed by the City of Chicago as a mason contractor, plumbing contractor or electrical contractor and acting within the scope of his license;
  - (4) Any licensed architect or engineer acting within the scope of his license;
  - (5) Any person who does general contracting work on property that constitutes his primary residence, if the primary residence is a single-family dwelling or a multiple-family dwelling that does not exceed three stories in height and contains six or fewer dwelling units as defined in Section 13-4-010 of this Code. This exception is limited to one such property during a calendar year;
  - (6) Any person who hires a general contractor licensed under this chapter to do general contracting work on the person's property;
  - (7) Any property owner, or employee or agent thereof, who does minor nonstructural repairs on the owner's property; and
  - (8) A governmental entity for work upon premises owned by the governmental entity and performed by employees of the governmental entity.

**4-36-030**

**License Classifications**

General contractor licenses shall be divided into the classifications, which follow. The holders of such licenses shall be entitled to engage in the business of general contractor, within the city, subject to the following limitations:

Class A license: The holder of a Class A license is subject to no limitation as to the value of any single contract project.

Class B license: The holder of a Class B license is not entitled to engage in the construction of any single contract project of a value in excess of \$1,000,000.00.

Class C license: The holder of a Class C license is not entitled to engage in the construction of any single contract project of a value in excess of \$500,000.00.

Class D license: The holder of a Class D license is not entitled to engage in the construction of any single contract project of a value in excess of \$200,000.00.

Class E license: The holder of a Class E license is not entitled to engage in the construction of any single contract project of a value in excess of \$50,000.00.

**4-36-040**

**License-Posting--Notice of changes**

Each license issued pursuant to this chapter shall be posted in a conspicuous place near the entrance of the licensee's chief place of business. A photocopy of the license shall be posted in a conspicuous place at each construction site maintained by the licensee. The licensee shall notify the commissioner in writing within 14 days after any change in the facts stated in the license application.

**4-36-050**

**License--Application**

An application for a license under this chapter shall be made in writing to the commissioner on a form provided by the department of buildings, and shall be accompanied by the following:

(A) If the applicant is an individual:

- (1) The applicant's full name, residence address, business address and business telephone number;
- (2) Proof that the applicant is at least 18 years of age;

(B) If the applicant is a corporation:

- (1) The corporate name, address and telephone number of the applicant's principal office or place of business;
- (2) The date and state of incorporation;
- (3) The name, residence address and residence telephone number of all corporate officers and registered agents;



- (4) Proof that all corporate officers are at least 18 years of age;
- (5) Proof that the corporation is in good standing under the laws of the State of Illinois;

(C) If the applicant is a partnership:

- (1) The name, address and telephone number of the applicant's principal office or place of business;
- (2) The name, residence address and residence telephone number of all partners;
- (3) Proof that all partners are at least 18 years of age;

(D) The class of license for which application is being made;

(E) The license fee;

(F) A description of the work and services the applicant will provide;

(G) A statement verified by affidavit as to whether the applicant or any person owning 25 percent or more of the interest in the applicant is financially solvent;

(H) The name and address of the principal location from which the applicant has engaged in the business of general contracting at any time within the last five years;

(I) If the applicant is not a sole proprietor, proof that the applicant is authorized to do business in the State of Illinois;

(J) Proof of insurance as required by Section 4-36-090;

(K) A license bond as required by Section 4-36-100;

(L) Any other information that the commissioner may require.

It is a condition of the license that information in the application be kept current. Any change in required information shall be reported to the department of buildings within 14 days after the change.

#### **4-36-060**

#### **License Issuance And Renewal Prohibited When**

No general contractor license shall be issued to the following persons:

- (A) Any applicant whose license under this chapter has been revoked for cause at any time within the last four years;
- (B) Any applicant whose permit privileges have been suspended pursuant to Section 4-36-130 until such time that the suspension is lifted by the department of buildings.
- (C) Any applicant who is under the age of 18.

For any applicant other than a natural person, the above prohibitions and requirements shall apply to every principal officer and to any person owning, directly or indirectly, 25 percent or more of the interest in the applicant.

#### **4-36-070**

#### **License--Fee--Termination**

The license fee set forth in Section 4-5-010 of this Code shall be payable annually. The general contractor license shall expire on the date indicated in Section 4-4-021 of this Code.

**4-36-080**

**License Number To Be Printed Where**

The licensee shall print his general contractor license number legibly on the front page of every estimate, contract and subcontract, and in any advertisement placed by or on behalf of a general contractor. The general contractor license number, and the class of general contractor license obtained, shall appear on every application for a building permit. The licensee shall affix his name and general contractor license number on all vehicles used in the course of his business.

**4-36-090**

**Proof of Insurance--Required**

Prior to the issuance of a general contractor license, each applicant shall furnish a certificate of insurance, issued by an insurer authorized to insure in Illinois, evidencing commercial general liability insurance, as follows:

- (A) If the applicant is applying for a Class A license: limits of not less than \$5,000,000.00 per occurrence for bodily injury and property damage arising in any way from the issuance of the license;
- (B) If the applicant is applying for a Class B license: limits of not less than \$3,000,000.00 per occurrence for bodily injury or property damage arising in any way from the issuance of the license;
- (C) If the applicant is applying for a Class C license: limits of not less than \$2,500,000.00 per occurrence for bodily injury or property damage arising in any way from the issuance of the license;
- (D) If the applicant is applying for a Class D license: limits of not less than \$2,000,000.00 per occurrence for bodily injury or property damage arising in any way from the issuance of the license;
- (E) If the applicant is applying for a Class B license: limits of not less than \$1,000,000.00 per occurrence for bodily injury or property damage arising in any way from the issuance of the license.

Each policy of insurance required under this section shall include a provision requiring 30 days advance notice to the commissioner prior to cancellation or lapse of the policy. The licensee shall maintain the insurance required under this section in full force and effect for the duration of the license period. A single violation of this section shall result in suspension or revocation of the general contractor license in accordance with Section 4-4-280 of this Code.

**4-36-100**

**License Bond-Required**

Each applicant for a general contractor license shall file with the department of buildings a license bond, with good and sufficient sureties, payable to the City of Chicago, which may be

attached by the commissioner to collect any fees or penalties due to the city for violations of this chapter or the Chicago Building Code. The amount of the license bond shall be as follows:

- (A) If the applicant is applying for a Class A license: \$200,000.00;
- (B) If the applicant is applying for a Class B license: \$100,000.00;
- (C) If the applicant is applying for a Class C license: \$50,000.00;
- (D) If the applicant is applying for a Class D license: \$20,000.00;
- (E) If the applicant is applying for a Class E license: \$5,000.00.

The city's right to recover under the bond shall be in addition to any other rights retained by the city under this Code and other applicable laws.

Every bond required by this section shall require 30 days advance notice to the commissioner prior to cancellation. The licensee shall maintain any bond required by this section in full force and effect for the duration of the license period. A single violation of this section shall result in suspension or revocation of the general contractor license in accordance with Section 4-4-140 of this Code.

#### **4-36-110**

#### **Unlawful Acts**

It shall be unlawful for any licensee or for any person requiring a license under this chapter to do any of the following:

- (A) Knowingly to allow any person to use the licensee's name or license identification on a building permit application unless the licensee will be performing the work attributed to the licensee in the permit application. Any person who violates this subsection shall be punished by a fine of \$1,000.00 for the first offense; \$1,500.00 and a 90-day license suspension for the second offense; and \$2,000.00 and license revocation for the third offense;
- (B) To do work without or in violation of any permit required by this Code, or in violation of Section 13-12-050 of this Code;
- (C) To violate any stop work order issued pursuant to this Code;
- (D) To hire any subcontractor who lacks a valid license to perform the work for which the subcontractor is hired;
- (E) To submit any bid on general contracting work without a valid license issued under this chapter;
- (F) To fail to allow the department of buildings or the mayor's license commission to examine pursuant to Section 4-36-120(B) the financial books and records of the business within three business days of the time a written request for such an examination is made by the commissioner of buildings or the mayor's license commission;
- (G) To fail to comply with the Workers' Compensation Act, as amended.

#### **4-36-120**

#### **Duties**

**A licensee or any person requiring a license under this chapter shall have the following duties:**

- (A) To maintain a list that includes information about all permits obtained and all contractors or subcontractors performing work on any project permitted or requiring a permit, under this Code, including the contractor's or subcontractor's name and address, and if applicable, their license number. If requested by the commissioner, the general contractor shall produce this list within 72 hours of the commissioner's request.
- (B) To maintain sufficient and proper personnel, financial ability and facility to coordinate, develop, provide management expertise and complete in its entirety any proposed work for which a permit has been issued or is required to be issued under this Code. If the commissioner of buildings or the mayor's license commission receives a complaint, or otherwise has reasonable cause to believe, that a licensee or any person requiring a license under this chapter is not financially solvent, the commissioner and the mayor's license commission are authorized to examine that licensee's or person's financial books and records in order to determine whether the person's past and current financial solvency and expectations for financial solvency in the future give rise to a reasonable expectation that the person can successfully do business as a general contractor without jeopardizing the public health, safety or welfare, and can carry through to completion any project permitted or requiring a permit under this Code. Financial solvency is a continuing requirement for maintaining a license under this chapter. Any financial books and records submitted pursuant to this subsection, and all information contained therein, shall be deemed confidential, shall be used for purposes of enforcing this subsection only, and shall not be divulged to any person or agency, except to the United States Attorney, the Illinois Attorney General, the State's Attorney of Cook County or to the extent required by law. Any person who uses or divulges confidential information in violation of the requirements of this subsection shall be subject to incarceration for a term not to exceed six months or a fine not to exceed \$500.00 or both.
- (C) To assure compliance with the building code by its employees, agents and subcontractors in the performance of a project.

**4-36-130: Permit Privileges-Suspension for Failure to Correct Defects**  
**In Work**

If the commissioner of buildings determines that a licensee or any person requiring a license under this chapter has failed to correct any substantial defect, error or deficiency, or has established a pattern of deviating from the drawings or plans approved by the appropriate department issuing the permit, in any work done under the authority of a permit issued pursuant to this Code, the commissioner shall notify the licensee or person that if the noncompliance is not corrected to the satisfaction of the department within ten business days after written notification thereof, the issuance to the general contractor of any new permit for any work at any location shall be prohibited until the noncompliance is cured. If the general contractor fails to correct the noncompliance within ten business days after written notification thereof, the commissioner shall, without further notice, stop the issuance of any new permit to the general

contractor until such time that the noncompliance is corrected and the correction is inspected and approved by the department.

For purposes of this section:

**“Substantial defect, error or deficiency”** means any construction, alteration, installation, repair or razing of any building, structure, premises or part thereof which (i) is being done or has been done without any permit required by this Code; or (ii) creates a danger to the health or safety of workers on the site, to current or eventual users or occupants of the building, structure, premises or part thereof, or to the general public.

**“Pattern”** means five or more uncorrected deviations from any permit at one or more construction sites within any six-month period.

#### **4-36-140      License--Immediate Suspension Based Upon a Pattern of Substantial Code Violations**

If the commissioner of buildings determines that a licensee is engaging in or has engaged in a pattern of substantial code violations, the commissioner may order the temporary suspension of any license issued pursuant to this chapter for a period not to exceed ten days. Notice of the temporary suspension and the grounds for that suspension shall be immediately sent or delivered to the licensee. The licensee shall have an opportunity for a hearing before the mayor's license commission prior to the expiration of the ten-day temporary suspension. If the mayor's license commission determines by a preponderance of the evidence that a pattern of substantial code violations exists, nothing in this section shall prevent the mayor's license commission from suspending the licensee's general contractor license for a longer period of time or from revoking the license in accordance with Section 4-4-280 of this Code.

For purposes of this subsection, the term "pattern of substantial code violations" means five or more violations of the building code which imperil the public health, safety or welfare, or two or more violations of any stop work order issued pursuant to this Code, or any combination thereof involving five or more violations of this Code, within any six-month period, at one or more construction sites within the city managed or controlled by the licensee.

#### **4-36-150                      License--Revocation**

Except as otherwise provided in this chapter, three or more violations of any provision of this chapter or of the building code on three different days within a 12-month period may result in license suspension or revocation in accordance with Section 4-4-280 of this Code.

#### **4-36-160      License Revocation--Four-Year Wait For New License**

No person whose license under this chapter is revoked for any cause shall be granted another general contractor license under the same or a different name for a period of four years after the date of revocation.

**4-36-170 Regulations**

The commissioner of buildings shall have the authority to promulgate rules and regulations necessary to implement the requirements of this chapter.

**4-36-180 Enforcement**

The commissioner of buildings shall (i) enforce the requirements of this chapter; (ii) investigate complaints regarding violations of this chapter; and (iii) maintain a roster of all licensees under this chapter and of all persons whose general contractor license has been suspended or revoked within the previous four years.

**4-36-190 Violation--Penalty**

Except as otherwise provided in this chapter, any person violating any of the requirements of this chapter shall be fined, as follows:

- (A) If the person holds or requires a Class A license under this chapter: not less than \$1,000.00, nor more than \$5,000.00, for each offense;
- (B) If the person holds or requires a Class B license under this chapter: not less than \$750.00, nor more than \$3,500.00, for each offense;
- (C) If the person holds or requires a Class C license under this chapter: not less than \$500.00, nor more than \$2,500.00, for each offense;
- (D) If the person holds or requires a Class D license under this chapter: not less than \$400.00, nor more than \$2,000.00, for each offense;
- (E) If the person holds or requires a Class E license under this chapter: not less than \$250.00, nor more than \$1,000.00, for each offense.

Each day that a violation continues shall constitute a separate and distinct offense.



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of \_\_\_\_\_

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	Award Pending	Awards Pending	
County and Section Number	Cook B-3-376			Belmont, Central Oakleaf Watermain	South Broadway Improvements	
Contract With	City of Chicago			Village of Addison	Village of Lombard	
Estimated Completion Date	July '06			July '06	Nov. '06	
Total Contract Price	4,026,369.			390,899.	1,183,749.	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,677,272.			390,899.	1,183,749.	4,251,920.
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						4,251,920.

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	105,000.			40,620.	117,845.	263,465.
Portland Cement Concrete Paving	211,740.				74,737.	286,477.
Bituminous Plant Mix						
Bituminous Aggregate Mixture						
Miscellaneous Bituminous Paving				15,500.	91,584.	106,584.
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	9,000.			17,000.	181,460.	207,460.
Highway, R.R. and Waterway Structures						
Drainage	34,957.			158,273.	427,878.	621,108.
Electrical						
Cover and Seal Coats						
Miscellaneous Concrete Construction	240,571.					240,571.
Landscaping						
Fencing					10,500.	10,500.
Guardrail						
Painting						
Signing						
Fabrication						
Building Construction						
Other Construction (List)						
Fidd Office	22,500.				13,500.	36,000.
Totals	623,768.			230,893.	917,504.	1,772,165.

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	B-3-376	2	3	Awards Pending	Awards Pending
Subcontractor	J. E. M. Traffic				
Type of Work	Traffic Control				
Subcontract Price	84,834.				
Amount Uncompleted	60,688.				
Subcontractor	Mark-It				
Type of Work	Pavement Striping				
Subcontract Price	18,563.				
Amount Uncompleted	18,563.				
Subcontractor	MAT Leasing				
Type of Work	Asphalt Removal				
Subcontract Price	184,600.				
Amount Uncompleted	149,764				
Subcontractor	DND Electric				
Type of Work	Electrical				
Subcontract Price	348,511.				
Amount Uncompleted	322,192.				
Subcontractor	Midwest REM				
Type of Work	Trucking				
Subcontract Price	163,450.				
Amount Uncompleted	82,568.				
Total Uncompleted	- Continued -				



Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	B3376	2	3	Awards Pending	Awards Pending
Subcontractor	Bigane Paving			Felix Company	Utility Dynamics
Type of Work	Asphalt			Landscaping	Electrical
Subcontract Price	767,798.			8,550.	99,966.
Amount Uncompleted	677,618.			8,550.	99,966.
Subcontractor	Aldridge Elec.			Arrow Road	Felix Company
Type of Work	Electrical			Asphalt	Landscaping
Subcontract Price	904,690.			151,456.	14,823.
Amount Uncompleted	742,111.			151,456.	14,823.
Subcontractor					Arrow Road
Type of Work					Asphalt
Subcontract Price					151,456.
Amount Uncompleted					151,456.
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	2,053,504.			160,006.	266,245.

## Affidavit of Availability

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

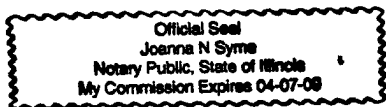
Subscribed and sworn to before me

this 17th day of March

Joanna N. Syme  
Notary Public

My commission expires 04/07/09

(Notary Seal)



Type or Print Name Vito Quaranta  
Officer or Director

Signed [Signature]

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

Address 665 Roppolo Lane  
Elk Grove, IL 60007

## PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No.** 15179 containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) **Addenda Nos. (none unless indicated here)** \_\_\_\_\_, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

NAME OF CORPORATION: MQ Sewer & Water Contractors, Inc.  
d/b/a MQ Construction Company

SIGNATURE OF PRESIDENT: \* [Signature]  
(OR AUTHORIZED OFFICER)

TITLE OF SIGNATORY: President  
(Print or Type)

BUSINESS ADDRESS: 665 Roppolo Lane, Elk Grove, IL 60007  
(Print or Type)

\*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

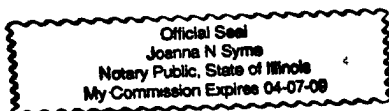
ATTEST: [Signature]  
(Affix Corporate Seal)  
Corporate Secretary Signature

State of Illinois  
County of Cook

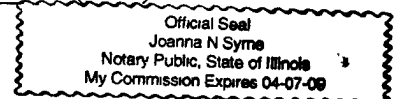
This instrument was acknowledged before me on this 17th day of March, 2006  
by Vito A. Quaranta as President (or other authorized officer) and  
Michael A. Quaranta as Secretary of MQ Sewer & Water Contractors, Inc.  
d/b/a MQ Construction Company (Corporation Name)

[Signature]  
Notary Public Signature

(REV 6/30/2000)



Commission Expires: 04/07/09 (Seal)



## PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No.** \_\_\_\_\_ containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) **Addenda Nos. (none unless indicated here)** \_\_\_\_\_, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

**BUSINESS NAME:** \_\_\_\_\_  
(Print or Type)

**BUSINESS ADDRESS:** \_\_\_\_\_  
(Print or Type )

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: \_\_\_\_\_

### SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

**Partner Signature:**

**Address:**

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me by each of the foregoing individuals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public Signature  
Commission Expires: \_\_\_\_\_

## PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No.**\_\_\_\_\_ containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) **Addenda Nos.** (none unless indicated here) \_\_\_\_\_ and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

SIGNATURE OF PROPRIETOR: \_\_\_\_\_  
(Signature)

DOING BUSINESS AS: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_ by \_\_\_\_\_ (name/s of person/s)

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

(Seal)

Commission Expires: \_\_\_\_\_

## PROPOSAL ACCEPTANCE

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract: \$ 1,898,256.93 . . . . . 27  
003 0872 084 2005 0540 220540  
Fund Chargeable: 002 0463 084 2075 4200 220540  
004 0872 084 2005 0540 220540

Richard M. Daley  
Mayor

Steven J. Lupe  
acting City Comptroller

William J. Hampton  
Chief Procurement Officer

Contract Awarded and Released on

this 14 day of May, 2006

Approved as to form and legality:

**NOT REQUIRED**

Assistant Corporation Counsel

## PROPOSAL ACCEPTANCE

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract: \$ \_\_\_\_\_

Fund Chargeable: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
Chief Procurement Officer

Contract Awarded and Released on

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Assistant Corporation Counsel

(REV 6/30/2000)

## SCHEDULE B: MBE/WBE Affidavit of Joint Venture

*All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of its current Letter of Certification.*

- I. Name of joint venture: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number of joint venture: \_\_\_\_\_
- II. Email address: \_\_\_\_\_  
Name of non-MBE/WBE venturer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- III. Name of MBE/WBE venturer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- V. Attach a copy of the joint venture agreement.  
In order to demonstrate the MBE and/or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
- A. What is the percentage(s) of MBE/WBE ownership of the joint venture?  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_



**SCHEDULE B: MBE/WBE Affidavit of Joint Venture**

**B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other details as applicable):**

1. Profit and loss sharing: \_\_\_\_\_
2. Capital contributions:
  - a. Dollar amounts of initial contribution: \_\_\_\_\_
  - b. Dollar amounts of anticipated on-going contributions: \_\_\_\_\_
3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Costs of bonding (if required for the performance of the contract):  
\_\_\_\_\_
6. Costs of insurance (if required for the performance of the contract):  
\_\_\_\_\_

**C. Provide copies of all written agreements between venturers concerning this project.**

**D. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:**

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

**VII. Control of and Participation in the Joint Venture.**  
Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements.:

**A. Joint venture check signing:**

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

**SCHEDULE B: MBE/WBE Affidavit of Joint Venture**

B. Authority to enter contracts on behalf of the joint venture:

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C. Signing, co-signing and/or collateralizing loans:

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D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: \_\_\_\_\_
2. Major purchases: \_\_\_\_\_
3. Estimating: \_\_\_\_\_
4. Engineering: \_\_\_\_\_

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

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B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

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## SCHEDULE B: MBE/WBE Affidavit of Joint Venture

- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

---



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- IX. State the approximate number of operative personnel by trade needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

- X. If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by either venturer?  
Currently employed by non-MBE/WBE venturer (number) \_\_\_\_\_ Employed by MBE/WBE venturer \_\_\_\_\_

- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

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- C. Which venturer will be responsible for the preparation of joint venture payrolls:

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

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### **SCHEDULE B: MBE/WBE Affidavit of Joint Venture**

The undersigned affirms 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 of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract that 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 on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of Non-MBE/WBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed officers

\_\_\_\_\_  
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

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

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_  
(SEAL )

**SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier**

Vertical Clearance Improvements  
Project Name: S. Loomis St., Eleanor ST. to  
Archer Ave.  
Specification Number: 15179

From: Felix Company, Inc.

(Name of MBE/WBE Firm)

To: MQ Sewer & Water Contractors, Inc. and the City of Chicago:  
d/b/a MQ Construction Company

(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, 1-3-06 to 6-1-06

The undersigned is prepared to provide the following services or supply the following goods in connection with the project/contract:

Pay Item No. / Description	Quantity / Unit Price	Total
4.Celtis Occidentalis	5 Each @ \$600.00	\$ 3,000.00
5.Tilia Tomentosa "Redmond" Linden	7 Each @ \$600.00	\$ 4,200.00
6.Aesculus Hippocastanum Horsechestnut	5 Each @ \$600.00	\$ 3,000.00
23.PCC Sidewalks, 5"	8,200 SF @ \$ 4.00	\$32,800.00
58.Topsoil, 4"	647 SY @ \$ 5.00	\$ 3,235.00
Sub (or Grand) Total:		\$ <u>Continued-</u>

**Partial Pay Items:**

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

see following sheet

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Grand Total: \$ \_\_\_\_\_

If more space is required to fully describe the MBE's or WBE's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

**SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE's or WBE's subcontract that will be subcontracted to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE's subcontract that will be subcontracted to MBE/WBE contractors.

Revised 07/29/04

### SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier

Vertical Clearance Improvements  
Project Name: S. Loomis St., Eleanor ST. to  
Archer Ave.  
Specification Number: 15179

From: Felix Company, Inc.

(Name of MBE/WBE Firm)

To: MQ Sewer & Water Contractors, Inc. and the City of Chicago:

d/b/a MQ Construction Company  
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, \_\_\_\_\_ to \_\_\_\_\_

The undersigned is prepared to provide the following services or supply the following goods in connection with the project/contract:

Pay Item No. / Description	Quantity / Unit Price	Total
59.Sodding, Salt Tolerant	647 SY @ \$5.00	\$3,235.00
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Sub (or Grand) Total:		\$49,470.00

#### Partial Pay Items:

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

23.PCC Sidewalks, 5"	8,200 SF @ \$4.00	\$32,800.00
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Grand Total: \$32,800.00

If more space is required to fully describe the MBE's or WBE's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

#### SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE's or WBE's subcontract that will be subcontracted to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE's subcontract that will be subcontracted to MBE/WBE contractors.


Revised 07/29/04

**NOTICE:**

If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**



(Signature of Owner, President or Authorized Agent of MBE/WBE)

Ana Maria Felix, President

Name/Title (Print)

3-17-06

Date

630-834-0669

Phone

Revised 07/29/04



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

January 3, 2006

Ana M. Felix, President  
Felix Company, Inc.  
15W673 Virginia Lane  
Elmhurst, Illinois 60126

Dear Ms. Felix:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE/WBE certification until June 1, 2006.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firms' participation on contracts will be credited only toward MBE/WBE goals in the following specialty areas(s):

**Intrastate Trucking; Landscaping Services; Miscellaneous Concrete  
(Exclusive of Public Walkways)**

If you have any questions, please contact our office at (312) 742-0766.

Sincerely,

Lori Ann Lypson  
Deputy Procurement Officer

LAL/gk





**SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier**

Vertical Clearance Improvements  
Project Name: S. Loomis St., Eleanor St. to  
Archer Ave.  
Specification Number: 15179

From: Midwest REM Enterprises  
(Name of MBE/WBE Firm)

To: MQ Sewer & Water Contractors, Inc. and the City of Chicago:  
(Name of Prime Contractor)  
d/b/a MQ Construction Company

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, 12-14-05 to 5-1-06

The undersigned is prepared to provide the following services or supply the following goods in connection with the project/contract:

Pay Item No. / Description	Quantity / Unit Price	Total
1. Earth Excavation	790 CY @ \$30.00	\$23,700.00
89. Special Waste Haul & Disposal	13,500 TON @ \$32.00	\$432,000.00
Sub (or Grand) Total:		\$ 455,700.00

**Partial Pay Items:**

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

1. Earth Excavation	790 CY @ \$30.00	\$23,700.00
Grand Total:	\$ 23,700.00	

If more space is required to fully describe the MBE's or WBE's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

**SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE's or WBE's subcontract that will be subcontracted to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE's subcontract that will be subcontracted to MBE/WBE contractors.

Revised 07/29/04

**NOTICE:**

If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

  
(Signature of Owner, President or Authorized Agent of MBE/WBE)

Alberto Ramirez, President

Name /Title (Print)

March 17, 2006

Date

708.345.3085

Phone

Revised 07/29/04

Dec-14-2005 04:50pm

From-CITY OF CHICAGO PROCUREMENT

+1 312 7440826

T-437 P.001/001 F-236



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

December 14, 2005

Alberto Ramirez, CEO  
Midwest REM Enterprises, Inc.  
2601 West Lemoyne  
Melrose Park, Illinois 60160

Dear Mr. Ramirez:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until **May 1, 2006**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

**Intrastate Trucking; Excavation and Hauling Contractor;  
Miscellaneous Concrete (Exclusive of Public Walkways)**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

  
Lori Ann Lysson  
Deputy Procurement Officer

mck



# SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier

Project Name: Vertical Clear. - Loomis / Arche  
 00 MAR 24 PM 1:42  
 Specification Number: 15179

From: Ogden Ave. Materials, Inc  
 (Name of MBE/WBE Firm)  
 To: MR CONSTRUCTION and the City of Chicago:  
 (Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, 11/8/05 to 9/1/06

The undersigned is prepared to provide the following services or supply the following goods in connection with the project/contract:

Pay Item No. / Description	Quantity / Unit Price	Total
12 Bit Conc Surf, Super, Mix D, N70	330 TN @ \$65.00/TN	\$ 21,450.00
13 Bit. Conc Binder, Super, IL-19.0, N70	454 TN @ \$61.00/TN	\$ 27,694.00
Sub (or Grand) Total:		\$ 49,144.00

## Partial Pay Items:

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

Furnish asphalt materials F.O.B Ogden Ave. Materials  
QC/QA excluded

12 Bit Conc Surf, Super, Mix D, N70	330 TN @ 35.00/TN = \$ 11,550.00
13 Bit. Conc Binder, Super, IL-19.0, N70	454 TN @ 33.00/TN = \$ 14,982.00
Grand Total:	\$ 26,532.00

If more space is required to fully describe the MBE's or WBE's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

## SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE's or WBE's subcontract that will be subcontracted to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE's subcontract that will be subcontracted to MBE/WBE contractors.

Revised 07/29/04

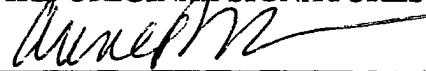
## Schedule C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier

### **NOTICE:**

If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

### **NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**



(Signature of Owner, President or Authorized Agent of MBE/WBE)

Anne Bigane Wilson, President

Name / Title (Print)

3/17/06

Date

312-738-0600

Phone



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

City Hall, Room 403  
21 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

November 8, 2005

RECEIVED

Anne Bigane Wilson, President NOV 15 2005  
Ogden Avenue Materials, Inc.  
935 W. Chestnut Street, Suite 203  
Chicago, Illinois 60622

Dear Mr. Wilson:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your WBE certification until **September 1, 2006.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward WBE the following specialty area(s):

**Manufacturer of Asphalt Paving Materials; Aggregate Sales**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Lypson  
Deputy Procurement Officer

mck



**SCHEDULE D: COMPLIANCE PLAN REGARDING MBE AND WBE UTILIZATION**  
**Must be submitted with the bid. Failure to submit the Schedule D will cause the bid to be rejected.**  
**Duplicate as needed.**

Vertical Clearance Imp  
 Project Name: S. Loomis St., Eleanor  
St. to Archer Ave.

Specification No: 15179

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the  
President and duly authorized representative of  
MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company  
(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in and submitted with the attached Schedule C regarding Minority Business Enterprise and Women Business Enterprise (MBE/WBE) to perform as subcontractor,. All MBEs and WBEs must be certified with the City of Chicago in the area(s) of specialty listed.

Name of MBE or WBE	Type of Work to be Performed in accordance with Schedule Cs	MBE Participation in dollars and percentage	WBE Participation in dollars and percentage
Felix Company	Landscaping	\$	\$49,470.00
Ogden Ave. Materials	Asphalt Paving Materials	\$	\$26,532.00
Midwest REM	Hauling	\$455,700.00	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Total MBE Participation \$ 455,700.00 Total MBE % 24  
 Total WBE Participation \$ 76,002.00 Total WBE % 4  
 Total Bid: \$ 1,898,256.93

## **SCHEDULE D: Compliance Plan Regarding MBE And WBE Utilization**

If the Contract Specific Goals were not achieved, check the Good Faith Efforts undertaken. The apparent lowest bidder must submit a Schedule H documenting these Efforts no less than three days after bid opening. Failure to submit the Schedule H will cause the bid to be rejected. Additional Efforts after bid opening will not be considered in determining award of this contract.

### **Good Faith Efforts Checklist**

\_\_\_\_\_ Solicited through reasonable and available means at least 50% (or at least 5 when there are more than 11 certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond, as described in the Schedule F

\_\_\_\_\_ Provided timely and adequate information about the plan, specifications and requirements of the contract.

\_\_\_\_\_ Advertised the contract opportunities in media and other venues oriented toward MBEs and WBEs.

\_\_\_\_\_ Negotiated in good faith with interested MBEs or WBEs that have submitted bids and thoroughly investigated their capabilities.

\_\_\_\_\_ Selected those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation.

\_\_\_\_\_ Made efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

\_\_\_\_\_ Made efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

\_\_\_\_\_ Effectively used the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs as listed on Attachment B to the Special Conditions.

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

The undersigned will enter into complete subcontract agreements with all listed MBEs and WBEs for work as indicated by this Schedule D and accompanying Schedules, and will enter into such agreements within three (3) business days after receipt of the contract executed by the City of Chicago. Copies of each signed subcontract, purchase order, or other agreement will be submitted to the Department of Procurement Services so as to assure receipt within ten (10) business days after award.

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

Michael A. Quaranta

(847) 806-0600

(Name- Please Print or Type)

(Phone)



**SCHEDULE D: Compliance Plan Regarding MBE And WBE Utilization**

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

MQ Sewer & Water Contractors, Inc.

~~d/b/a MQ Construction Company~~

(Name of Prime Contractor - Print or Type)

(Signature)

Vito A. Quaranta/President

(Name/Title of Affiant) - Print or Type)

March 17, 2006

(Date)

On this 17<sup>th</sup> day of March, 2006,

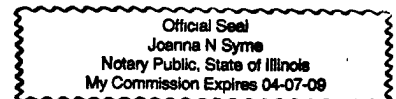
the above signed officer, Vito A. Quaranta,  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

Joanna N. Syme

Notary Public Signature



Seal

Commission Expires: 04/07/09

**SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS  
FOR CONSTRUCTION CONTRACTS**

**Submit Schedule F with the bid. Failure to submit the Schedule F may cause the bid to be rejected.**

Duplicate sheets as needed. Vertical Clearance Imprvmnts

Project Name: S. Loomis St., Eleanor to

Specification #: 15179 Archer

I, Vito A. Quaranta on behalf of MQ Sewer & Water Contractors, Inc. d/b/a  
(Name of reporter) MQ Contruction Company (Prime contractor)

have either personally solicited, or permitted a duly authorized representative of this firm to solicit, work for this contract from the following subcontractors which comprise all MBE/WBE and non-MBE/WBE subcontractors who bid or quoted price information on this contract

Company Name Midwest REM Enterprises  
Business Address 2601 LeMayne, Melrose Park, IL 60160  
Contact Person Oscar Paeza  
Date of contact 3-16-06  
Method of contact Fax and phone  
Response to solicitation Submitted Schedule C  
Type of Work Solicited Hauling / Trucking  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non-Certified

Company Name Felix Company, Inc.  
Business Address 15W 673 Virginia Lane, Elmhurst, IL 60126  
Contact Person Ana Felix  
Date of contact 3-16-06  
Method of contact Fax and Phone  
Response to solicitation Submitted Schedule C  
Type of Work Solicited Landscaping  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non-Certified

Company Name Ogden Ave. Materials, Inc.  
Business Address 935 W. Chestnut Street, Suite 203, Chicago 60627  
Contact Person Anne Bigane Wilson  
Date of contact 3-16-06  
Method of contact Fax and phone  
Response to solicitation Submitted Schedule C  
Type of Work Solicited Asphalt Paving Materials  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non-Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non-Certified

## **SCHEDULE F: Report of Subcontractor Solicitations for Construction Contracts**

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified   WBE Certified   MBE & WBE Certified   Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified   WBE Certified   MBE & WBE Certified   Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified   WBE Certified   MBE & WBE Certified   Non- Certified

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified   WBE Certified   MBE & WBE Certified   Non- Certified

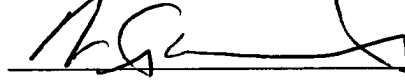
Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified   WBE Certified   MBE & WBE Certified   Non- Certified

**SCHEDULE F: Report of Subcontractor Solicitations for Construction Contracts**

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

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

(Name of Prime Contractor - Print or Type)



(Signature)

Vito A. Quaranta/President

(Name/Title of Affiant) - Print or Type)

March 17, 2006

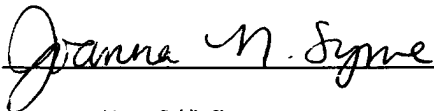
(Date)

On this 17th day of March, 2006,

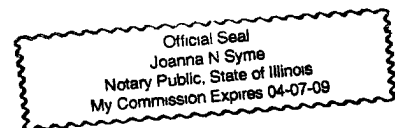
the above signed officer, Vito A. Quaranta,  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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



Notary Public Signature



Seal

Commission Expires: 04/07/09

07/29/04

## SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS TO UTILIZEMBEs AND WBEs ON CONSTRUCTION CONTRACT

Project Name: \_\_\_\_\_  
Specification # \_\_\_\_\_

The Department of Procurement Services reserves the right to audit and verify all Good Faith Efforts as a condition of award. Material misrepresentations and omissions shall cause the bid to be rejected.

The following is documentation and explanation of the bidder's Good Faith Efforts to meet the contract specific goals as described in the Schedule D Good Faith Efforts Checklist. The Schedule D cannot be modified without the written approval of DPS.

I, \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Name of reporter) (Prime contractor)

have determined that it is unable to meet the contract specific goals in full or in part as set forth in the Special Conditions Regarding Minority and Women Business Enterprise Commitment in Construction Contracts. I hereby declare and affirm that the following good faith efforts were undertaken by the Bidder/Contractor to meet the MBE and/or WBE contract specific goals of this project.

### Good Faith Efforts Checklist from Schedule D

**Attach additional sheets as needed.**

\_\_\_\_\_ Solicited through reasonable and available means at least 50% (or at least 5 when there are more than 11 certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond, as described in the Schedule F.

**Attach copies of written notices sent to MBEs and WBEs.**

\_\_\_\_\_ Provided timely and adequate information about the plan, specifications and requirements of the contract.

**Attach copies of contract information provided to MBES and WBEs.**

\_\_\_\_\_ Advertised the contract opportunities in media and other venues oriented toward MBEs and WBEs.

**Attach copies of advertisements.**

\_\_\_\_\_ Negotiated in good faith with interested MBEs or WBEs that have submitted bids and thoroughly investigated their capabilities.

**Attach Attachment C, Log of Contacts.**

\_\_\_\_\_ Selected those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation.

**Describe selection of scopes of work solicited from MBES and WBEs and efforts to break out work items.**

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**SCHEDULE H: Documentation of Good Faith Efforts  
to Utilize MBEs and WBEs on Construction Contract**

\_\_\_\_\_ Made efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

**Describe assistance efforts.**

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\_\_\_\_\_ Made efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

**Describe assistance efforts.**

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\_\_\_\_\_ Effectively used the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs as listed on Attachment A to the Special Conditions.

**Describe efforts to use agencies listed on Attachment A.**

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**SCHEDULE H: Documentation of Good Faith Efforts  
to Utilize MBEs and WBEs on Construction Contract**

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
(Signature of Affiant)

Name of Affiant: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_ (name/s of person/s)  
as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)  
of \_\_\_\_\_ (name of party on behalf of whom instrument  
was executed).

\_\_\_\_\_  
Signature of Notary Public

(Seal)

# ATTACHMENT C: LOG OF CONTACTS FOR SOLICITING SUBCONTRACT PA

Use this form or its format to document all contacts regarding the solicitation of subcontractors and to telephone calls, letters, faxes electronic mails and advertisements. Duplicate

Vertical Clearance Improvements  
Project Name: S. Loomis St., Eleanor St. to Archer Ave. Specification Number: 15179

Name of MBE or WBE	Date notice sent & method	Scope of work solicited	MBE or WBE written response? If yes, attach.	If re
Felix Company, Inc.	3-16-06 Fax	Landscaping	Yes, See schedule	c
Midwest R.E.M. Enterprises	3-16-06 Fax	Hauling / Trucking	Yes, See schedule	
Ogden Ave. Materials	3-16-06 Fax	Asphalt Paving Materials	Yes, See schedule	

PAGE 1 OF 1



## STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

Specification No.: \_\_\_\_\_

Department Project No.: \_\_\_\_\_

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

Voucher No.: \_\_\_\_\_

STATE OF: \_\_\_\_\_)

COUNTY (CITY) OF: \_\_\_\_\_)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
(Title - Print or Type)

and duly authorized representative of \_\_\_\_\_  
(Name of Company - Print or Type)

\_\_\_\_\_  
(Address of Company) (\_\_\_\_\_) (Phone)

and that the following Minority and Women Business Enterprises (MBE/WBEs) have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above referenced project; that there is due and to become due them, respectively the amounts set opposite their names for material or labor as stated; and that this a full, true and complete statement of all such MBE/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTAL AMOUNT PAID TO MBEs TO DATE: \$ \_\_\_\_\_

TOTAL AMOUNT PAID TO WBEs TO DATE: \$ \_\_\_\_\_

**Status Report of MBE/WBE (Sub) Contract Payments**

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.**

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
(Signature of Affiant)

Name of Affiant: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_  
County (City) of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_ (name/s of person/s)  
as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)  
of \_\_\_\_\_ (name of party on behalf of whom instrument  
was executed).

\_\_\_\_\_  
Signature of Notary Public

(Seal)

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." **An incomplete EDS will be returned and any City action will be interrupted.**

Please **print or type** all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

### WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. **However**, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. **You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.**

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

### GENERAL INFORMATION

Date this EDS is completed: March 17, 2006

- A. **Who is submitting this EDS?** That individual or entity will be the "Undersigned" throughout this EDS.  
MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- ☒ Check here if the Undersigned is filing this EDS as an Applicant.
- ☐ Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:

B. Business address 665 Roppolo Lane  
of the Undersigned: Elk Grove, IL 60007

C. Telephone: 847.806.0600 Fax: 847.806.0611 Email: \_\_\_\_\_

D. Name of contact person: Michael A. Quaranta

E. Tax identification number (optional): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Vertical Clearance Improvements: S.Loomis St., Eleanor St.

to Archer Ave. CDOT B-O-229 Spec.# 15179

G. Is the Matter a procurement? ☒ Yes ☐ No

H. If a procurement, Specification # 15179  
and Contract # \_\_\_\_\_

I. If not a procurement:

1. City Agency requesting EDS: \_\_\_\_\_

2. City action requested (e.g. loan, grant, sale of property):  
\_\_\_\_\_

3. If property involved, list property location:  
\_\_\_\_\_

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

### SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                      | <input type="checkbox"/> Limited Liability Company           |
| <input checked="" type="checkbox"/> Business corporation | <input type="checkbox"/> Joint venture                       |
| <input type="checkbox"/> Sole proprietorship             | <input type="checkbox"/> Not-for-profit corporation          |
| (Is the not-for-profit corporation also a 501(c)(3))?    |  |
| <input type="checkbox"/> General partnership             | <input type="checkbox"/> Yes <input type="checkbox"/> No     |
| <input type="checkbox"/> Limited partnership             | <input type="checkbox"/> Other entity (please specify) _____ |

2. State of incorporation or organization, if applicable Illinois

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

- ☐ Yes ☐ No ☒ N/A

#### B. ORGANIZATION INFORMATION

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name	Title
Vito A. Quaranta	President/Treasurer
Michael A. Quaranta	Vice President/Secretary
Michael A. Quaranta	Officer/Director

b. (1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
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N/A

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

b. (2). If the Matter is **not** a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
N/A		

c. For corporations that are **not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
Michael A. Quaranta	665 Roppolo Lane, Elk Grove, IL 60007	100%

### 2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business Address	Percentage Interest
N/A		

### 3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business Address	Percentage Interest
N/A		

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name

Title

N/A

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name

Business Address

N/A

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

Name

Business Address

Percentage Interest

N/A

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

N/A

Name

Business Address

Percentage Interest

N/A

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

### SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

#### A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "**business relationship**" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

#### B. CERTIFICATION

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

N / A

### SECTION THREE: DISCLOSURE OF RETAINED PARTIES

#### A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.



## B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Vulcan Materials	1520-1700 Midway Court Elk Grove, IL 60007	Disposal Site	\$5,000.00 (est.)
Bluff City	2252 Southwind Blvd. Bartlett, IL 60103	Disposal Site	\$5,000.00 (est.)
Reliable Asphalt	3741 S. Pulaski Road Chicago, IL 60623	Disposal Site	\$5,000.00 (est.)

☐ CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

### B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Felix Company	15 W 673 Virginia Ln. Elmhurst, IL 60126	Subcontractor	\$49,470.00 (est.)
Midwest REM	2601 LeMayne Melrose Park, IL 60166	Subcontractor	\$455,700.00 (est.)
Ogden Ave. Materials	935 W - Chestnut, Suite 203 Chicago, IL 60622	Asphalt Supplier	\$25,532.00 (est.)

☐ CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

## SECTION FOUR: CERTIFICATIONS

### I. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

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

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

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

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

N/A

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

## **II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

### Check one:

- ☒ 1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
- ☐ 2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
- ☐ 3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).
- ☐ 4. There are no Substantial Owners.

### III. FURTHER CERTIFICATIONS

- A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):
1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
  4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.
- B. The certifications in subparts B and D concern:
- the Undersigned;
  - any party participating in the performance of the Matter ("an **Applicable Party**");
  - any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;

- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
  4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).
- C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).
- D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

N/A

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

### IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

#### A. CERTIFICATION

The Undersigned certifies that the Undersigned [check one]

       is  
  X   is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

#### B. If the Undersigned IS a financial institution, then the Undersigned pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

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

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

### V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
☐ Yes ☒ No

**NOTE:** If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N / A		

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

### VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).

☒ 1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

☐ 2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

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### **SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

#### **I. CERTIFICATION REGARDING LOBBYING**

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

N/A

---

***[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]***

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by



## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

- D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".
- E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

### II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES

- A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

- B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

- C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

#### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

### III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
☒ Yes                      ☐ No                      ☐ N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
☒ Yes                      ☐ No                      ☐ N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
☒ Yes                      ☐ No                      ☐ N/A

### SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

☐ **BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

- 1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
- 2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a. any cash gift or any anonymous gift; and
  - b. any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.

## **CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 5) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.
- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

### **SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

#### **The Undersigned understands and agrees that:**

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT


CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

MQ Sewer & Water Contractors, Inc.  
d/b/a MQ Construction Company  
(Print or type name of individual or legal entity submitting this EDS)

Date: March 17, 2006

By:

  
\_\_\_\_\_  
(sign here)

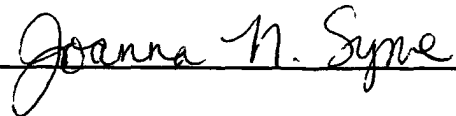
Print or type name of signatory:

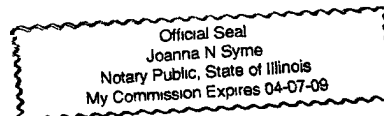
Vito A. Quaranta

Title of signatory:

President

Subscribed to before me on [date] March 17, 2006, at Cook  
\_\_\_\_\_  
Illinois [state]. County,

  
\_\_\_\_\_



Commission expires: 04/07/09

**CONTRACTOR'S AFFIDAVIT REGARDING REMOVAL OF ALL WASTE MATERIALS  
AND IDENTIFICATION OF ALL LEGAL DUMP SITES**

Contractor to show here the name and location of the ultimate disposal site he/she is proposing to use for the subject project:

**SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:**

Concrete & Asphalt Debris

---

**LEGAL NAME OF LANDFILL/DISPOSAL SITE:**

Vulcan Materials Company

---

(The Contractor must provide to the commissioner of his/her designated representative with copies of all dump tickets, manifests, etc.)

**LOCATION ADDRESS:** 1520-1700 Midway Court, Elk Grove Village, IL 60007

**PHONE:** (630) 261-8668

**CONTACT PERSON:** Art Hernandez

Disposal site submitted shall be of sufficient capacity as to insure acceptance of the volume of Construction and/or Demolition Debris received for the period of this contract. These disposal sites must meet all zoning and other requirements that may be necessary.

If requested by the Chief Procurement Officer, the Contractor shall submit copies of all contractual agreements, sanitary landfill permits and/or licenses for these disposal site(s) proposed by the Contractor.

**CONTRACTOR'S AFFIDAVIT REGARDING REMOVAL OF ALL WASTE MATERIALS  
AND IDENTIFICATION OF ALL LEGAL DUMP SITES**

Contractor to show here the name and location of the ultimate disposal site he/she is proposing to use for the subject project:

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

Concrete & Asphalt Debris

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

Bluff City Materials, Inc.

(The Contractor must provide to the commissioner of his/her designated representative with copies of all dump tickets, manifests, etc.)

LOCATION ADDRESS: 2252 Southwind Blvd., Bartlett, IL 60103

PHONE: ( 630 ) 497-8700

CONTACT PERSON: Kristy Bloom

Disposal site submitted shall be of sufficient capacity as to insure acceptance of the volume of Construction and/or Demolition Debris received for the period of this contract. These disposal sites must meet all zoning and other requirements that may be necessary.

If requested by the Chief Procurement Officer, the Contractor shall submit copies of all contractual agreements, sanitary landfill permits and/or licenses for these disposal site(s) proposed by the Contractor.

(Revised 6/30/2000)

**CONTRACTOR'S AFFIDAVIT REGARDING REMOVAL OF ALL WASTE MATERIALS  
AND IDENTIFICATION OF ALL LEGAL DUMP SITES**

Contractor to show here the name and location of the ultimate disposal site he/she is proposing to use for the subject project:

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

Concrete & Asphalt Debris

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

Reliable Asphalt Corp.

(The Contractor must provide to the commissioner of his/her designated representative with copies of all dump tickets, manifests, etc.)

LOCATION ADDRESS: 3741 S. Pulaski Road, Chicago, IL 60623

PHONE: (773 ) 254-1121

CONTACT PERSON: Paul Etter

Disposal site submitted shall be of sufficient capacity as to insure acceptance of the volume of Construction and/or Demolition Debris received for the period of this contract. These disposal sites must meet all zoning and other requirements that may be necessary.

If requested by the Chief Procurement Officer, the Contractor shall submit copies of all contractual agreements, sanitary landfill permits and/or licenses for these disposal site(s) proposed by the Contractor.

(Revised 6/30/2000)

## CONTRACTORS PERFORMANCE & PAYMENT BOND

Know All Men By these Presents, That we,

Principal, hereinafter referred to as Contractor, and

,Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this                      day of                      A.D., 20 \_\_\_\_\_

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing contract No.                      And Specification No.                      all in conformity with said contract, for,

## SPECIMEN

The said contract is incorporated herein reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, cost and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person or damage to real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Chief Procurement Officer, and /or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the Chief Procurement Officer shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its ability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and



## **CONTRACTORS PERFORMANCE & PAYMENT BOND**

every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, cost or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which in anywise result from any injuries to, or death of any person, or damage to any real or personal property, arising or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, render against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago, for his use and benefit, and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of

## CONTRACTORS PERFORMANCE & PAYMENT BOND

Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved \_\_\_\_\_, 20 \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Chief Procurement Officer (Seal)

\_\_\_\_\_  
(Seal)

Approved as to form and legality: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Assistant Corporation Counsel (Seal)

(REV 6/30/2000)

# **Cook County Prevailing Wage for March 2006**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		37.700	41.090	2.0	2.0	2.0	6.720	6.790	0.000	0.210
BRICK MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
CARPENTER		ALL		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
CEMENT MASON		ALL		36.600	37.850	2.0	1.5	2.0	6.110	4.920	0.000	0.150
CERAMIC TILE FNSHER		BLD		27.200	0.000	2.0	1.5	2.0	5.400	5.200	0.000	0.100
COMM. ELECT.		BLD		31.440	33.940	1.5	1.5	2.0	6.300	5.290	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		34.950	40.720	1.5	1.5	2.0	7.420	8.730	0.000	0.260
ELECTRIC PWR GRNDMAN		ALL		27.260	40.720	1.5	1.5	2.0	5.790	6.820	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		34.950	40.720	1.5	1.5	2.0	7.420	8.730	0.000	0.260
ELECTRICIAN		ALL		35.150	37.750	1.5	1.5	2.0	8.680	6.850	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		40.745	45.840	2.0	2.0	2.0	7.775	5.090	2.445	0.400
FENCE ERECTOR		ALL		24.840	26.090	1.5	1.5	2.0	6.650	6.740	0.000	0.000
GLAZIER		BLD		31.400	32.400	1.5	2.0	2.0	6.490	9.050	0.000	0.500
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
LABORER		ALL		30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
LATHER		BLD		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
MACHINIST		BLD		35.630	37.630	2.0	2.0	2.0	3.880	4.750	2.460	0.000
MARBLE FINISHERS		ALL		25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.580
MILLWRIGHT		ALL		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
OPERATING ENGINEER		BLD	1	39.550	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		BLD	2	38.250	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		BLD	3	35.700	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		BLD	4	33.950	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		FLT	1	42.700	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	2	41.200	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	3	36.650	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	4	30.500	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		HWY	1	37.750	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	2	37.200	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	3	35.150	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	4	33.750	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER		HWY	5	32.550	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
ORNAMNTL IRON WORKER		ALL		33.600	35.350	2.0	2.0	2.0	7.250	10.09	0.000	0.750
PAINTER		ALL		33.550	37.560	1.5	1.5	1.5	5.800	5.400	0.000	0.340
PAINTER SIGNS		BLD		25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000	0.000
PILEDRIIVER		ALL		35.320	37.320	1.5	1.5	2.0	6.760	5.310	0.000	0.490
PIPEFITTER		BLD		36.100	38.100	1.5	1.5	2.0	7.910	6.100	0.000	0.800
PLASTERER		BLD		32.100	33.600	1.5	1.5	2.0	6.240	6.600	0.000	0.400
PLUMBER		BLD		38.400	40.400	1.5	1.5	2.0	7.170	3.940	0.000	0.790
ROOFER		BLD		32.800	34.800	1.5	1.5	2.0	5.930	3.140	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		24.640	25.490	1.5	1.5	2.0	3.980	2.050	0.000	0.000
SPRINKLER FITTER		BLD		34.500	36.500	1.5	1.5	2.0	7.000	5.550	0.000	0.500
STEEL ERECTOR		ALL		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER		BLD		27.950	0.000	1.5	1.5	2.0	6.150	5.560	0.000	0.220
TERRAZZO MASON		BLD		32.050	35.050	1.5	1.5	2.0	6.150	7.140	0.000	0.120
TILE MASON		BLD		33.000	37.000	2.0	1.5	2.0	5.400	6.400	0.000	0.180
TRAFFIC SAFETY WRKR		HWY		22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	28.700	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000

TRUCK DRIVER	E	ALL	2	28.950	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	E	ALL	3	29.150	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	E	ALL	4	29.350	29.350	1.5	1.5	2.0	5.000	3.700	0.000	0.000
TRUCK DRIVER	W	ALL	1	28.700	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	2	28.850	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	3	29.050	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TRUCK DRIVER	W	ALL	4	29.250	29.250	1.5	1.5	2.0	5.900	3.300	0.000	0.000
TUCKPOINTER		BLD		34.500	35.500	1.5	1.5	2.0	4.710	6.340	0.000	0.400

**Legend:**

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Website at <http://WWW.STATE.il.us/agency/idol/CM/ODDMO/COOKxxxx.htm>.**

**Please refer to website referenced above, or you may obtain a printed copy of the most recent list of Cook County Prevailing Wages by contacting the City of Chicago Department of Procurement Services, Byron Whittaker at 312/744-4926.**