

Contract Summary Sheet

Contract (PO) Number: 24861

Specification Number: 86952

Name of Contractor: MQ SEWER & WATER CONTRACTORS

City Department: CHICAGO DEPARTMENT OF TRANSPORTATION

Title of Contract: Vertical Clearance Improvements West 79t St. at Leavitt Street

(Term of Contract is not applicable)

Dollar Amount of Contract (or maximum compensation if a Term Agreement):

\$1,304,731.25

Brief Description of Work: Vertical Clearance Improvements West 79t St. at Leavitt Street

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:

AUG 02 2011

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Bond No. S399224

Know All Men by these Presents,

That we, **MQ Sewer & Water Contractors, Inc.**
d/b/a MQ Construction Company
4323 N. Central Ave.
Chicago, IL 60634

Principal, hereinafter referred to as Contractor, and

Employers Mutual Casualty Company, P.O. Box 712, Des Moines, IA 50316-0712, Surety

Polk Iowa

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, three hundred four thousand, seven hundred thirty-one dollars and 25/100
(\$1,304,731.25) -----

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 12th day of July A.D., 20 11

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. **24861** and Specification No. **86952** all in conformity with said contract, for,

Vertical Clearance Improvements West 79th St. at Leavitt Street

* The attached Rider is incorporated herein by reference

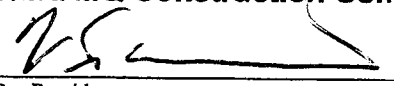
Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, 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.

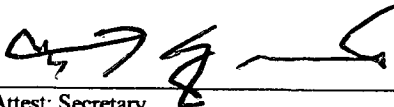
And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said 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 5 5 0 , 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 by waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

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

 (Seal)
By: President

 (Seal)
Attest: Secretary

(Seal)

Employers Mutual Casualty Company (Seal)

 (Seal)

Heather A. Beck, Attorney-In-Fact (Seal)

Approved July 19, 20 11

Chief Procurement Officer

Approved as to form and legality:

Assistant Corporation Counsel

PRINCIPAL
IF CORPORATION

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

I, Laura A. Halicke, a Notary Public in and for the County and State

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

who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as
such Vito Quaranta President and Michael A. Quaranta Secretary, appeared
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as
MQ Sewer & Water Contractors
their free and voluntary act, and as the free and voluntary act of the said Inc., dba MQ Construction 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 12th day of July 20 11
Laura A. Halicke
Notary Public, State of Illinois
My Commission Expires 1/07/12

Notary Public

SURETY, IF CORPORATE

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

I, Jennifer J. McComb, a Notary Public in and for the County and State

aforesaid, DO HEREBY CERTIFY that Heather A. Beck
Employers Mutual
of the Casualty Company who is personally known

to be the same person as whose name is subscribed in the foregoing instrument as such
Heather A. Beck, 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 Employers Mutual Casualty 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 12th day of July 20 11
JENNIFER J. MCCOMB
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/10/13

Notary Public

PRINCIPAL
IF INDIVIDUAL

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

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. **24861** and Specification No. **86952** ("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.

EMC Insurance Companies

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

No. 938476

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

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

JOEL E. SPECKMAN, STEPHEN T. KAZMER, ELAINE MARCUS, JAMES I. MOORE, DAWN L. MORGAN, MARY BETH PETERSON, HEATHER A. BECK, KELLY A. GARDNER, TARIESE M. PISCOTTO, MELISSA SCHMIDT, PEGGY FAUST, JENNIFER J. MCCOMB, BONNIE KRUSE, INDIVIDUALLY, WESTMONT, ILLINOIS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS (\$10,000,000.00)

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

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.**AUTHORITY FOR POWER OF ATTORNEY**

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

21ST day of JANUARY 2011

Seals



CHERYL CROWNOVER
Commission Number 719064
My Comm. Exp. Oct. 16, 2011

Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Secretary

On this 21ST day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary respectively of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 16, 2011

Cheryl Crownover
Notary Public in and for the State of Iowa

CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 21, 2011 on behalf of Joel E. Speckman, Stephen T. Kazmer, Elaine Marcus, James I. Moore, Dawn L. Morgan, Mary Beth Peterson, Heather A. Beck, Kelly A. Gardner, Tariesse M. Pisciotto, Melissa Schmidt, Peggy Faust, Jennifer J. McComb, Bonnie Kruse are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of July 2011

David L. Hixenbaugh
Vice-President

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2011

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

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

PRODUCER HUB International Scheers 601 Oakmont Lane, Suite 400 Westmont, IL 60559	CONTACT NAME: PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): 630-468-5696 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:																					
INSURED MQ Construction Company 665 Roppolo Lane Elk Grove Village, IL 60007	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Cincinnati Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>St. Paul Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Cincinnati Insurance Company		INSURER B :	St. Paul Insurance Co.		INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CAP5144900	11/01/2010	11/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAA5144900	11/01/2010	11/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	QK01202542	11/01/2010	11/01/2011	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC2124733	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

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

Re: Vertical Clearance Improvements West 79th St at Levitt Street

City of Chicago is an Additional Insured on General Liability when required by written contract as respects (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Chicago
 Procurement Department
 121 N. LaSalle Street, #403
 Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ja J. Moore

DESCRIPTIONS (Continued from Page 1)

operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago. Waiver of Subrogation in favor of the City of Chicago applies to Workers Compensation when required by written contract.

Darwin National Assurance Company (NAIC #16624)

BUSINESS ADDRESS: 9 Farm Springs Road, Farmington, CT 06032.

PHONE: (860) 284-1300. UNDERWRITING LIMITATION b/:

\$30,540,000. SURETY LICENSES c,f/: AL, AK, AZ, CO, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

Developers Surety and Indemnity Company (NAIC #12718)

BUSINESS ADDRESS: P.O. BOX 19725, IRVINE, CA 92623 - 9725.

PHONE: (949) 263-3300. UNDERWRITING LIMITATION b/: \$6,602,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

Employers Insurance Company of Wausau (NAIC #21458)

BUSINESS ADDRESS: 2000 Westwood Drive, Wausau, WI 54401.

PHONE: (617) 357-9500. UNDERWRITING LIMITATION b/:

\$122,117,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

Employers Mutual Casualty Company (NAIC #21415)

BUSINESS ADDRESS: P. O. BOX 712, DES MOINES, IA 50306 - 0712.

PHONE: (515) 280-2511. UNDERWRITING LIMITATION b/:

\$92,897,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

Endurance Reinsurance Corporation of America (NAIC #11551)

BUSINESS ADDRESS: 333 Westchester Avenue, White Plains, NY

10604. PHONE: (914) 468-8000. UNDERWRITING LIMITATION b/:

\$62,834,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WY. INCORPORATED IN: Delaware.

Erie Insurance Company (NAIC #26263)

BUSINESS ADDRESS: 100 ERIE INSURANCE PLACE, ERIE, PA 16530.

PHONE: (814) 870-2000. UNDERWRITING LIMITATION b/:

\$25,078,000. SURETY LICENSES c,f/: DC, IL, IN, KY, MD, MN, NY, NC, OH, PA, TN, VA, WV, WI. INCORPORATED IN: Pennsylvania.

PO# 24861

BOOK 2
INSTRUCTIONS AND EXECUTION DOCUMENTS

Vendor # 528125

PROJECT TITLE: Vertical Clearance Improvement
W. 79th St. at S. Leavitt St.

C.D.O.T. PROJECT NO.: B-6-128

SPECIFICATION NO.: 86952

RFQ NO.: 3674

SECTION NO.: 06-B6128-00-PV



CITY OF CHICAGO
RICHARD M. DALEY
MAYOR

Prepared by
DEPARTMENT OF TRANSPORTATION
Contracts Section

BOBBY L. WARE

Commissioner

Department of Transportation
Suite 1100, 30 North LaSalle
Chicago, Illinois 60602-2570

JOHN YONAN, P.E.

Deputy Commissioner – Division of Engineering

Issued by the
DEPARTMENT OF PROCUREMENT SERVICES

JAMIE L. RHEE

CHIEF PROCUREMENT OFFICER

Document Printed April 2011

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

11/10 SEWER & WTR Contractors
D/B/A DQ Construction

CMC COPY

CLARIFICATION NO. 1

VERTICAL CLEARANCE IMPROVEMENTS W. 79th St at Leavitt St.

**CDOT PROJECT NO.: B-6-128
SPECIFICATION NO.: 86952**

For which bids will be opened in the office of the Department of Procurement Services,
Room 301, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, on Tuesday,
April 26, 2011 at 11:00A.M., Chicago time

BIDDER WILL ACKNOWLEDGE RECEIPT OF THIS CLARIFICATION IN THE SPACE PROVIDED ON THE PROPOSAL PAGE

CLARIFICATION NUMBER 1

1.1 Item # 27 is for 160 lf of steel sheeting left in place for the utilities under the viaduct. The spec in book 3 on page DS-19 states "this work shall consist of installing the Steel Sheeting Left in Place (Utility / Sewer Installation Under Viaduct) at locations indicated on the plans or as directed by the commissioner." The location shown on plans is on sheet no 6 of the plans. Is this detail correct? We are to install the sheeting protecting only one side of the outer foundation, and only one side of the center foundation? The spec also goes on to say " In general, all shoring and bracing shall be removed as the trench or excavation is backfilled, provided such removal does not cause settlement of the viaduct footing or damage to adjacent structures..." Who makes the determination if we are to leave sheeting in place, our structural engineer, the railroad or the commissioner?

This detail is correct. Based on the depth of the proposed 18" sewer and the proposed 12" water main in relationship to its distance to the railroad footing and the footing depth, it is anticipated that steel sheeting left in place will be required on only one side of the 18" sewer mains and only one side of the 12" water main to be installed under the west bridge. Upon review of the contractor's structural engineer's sealed and signed calculations, in coordination with the railroad, CDOT will make the final determination of location of the steel sheeting to be left in place under the viaduct. Locations approved by CDOT prior to installation will be measured and paid. As indicated by the item description, Item#27 is for steel sheeting left in place under the viaduct. The shoring and bracing shall be removed, however, the steel sheeting installed under the viaduct will be left in place.



**LEGAL ADVERTISEMENT
WEDNESDAY, APRIL 6, 2011
CITY OF CHICAGO
DEPARTMENT OF
PROCUREMENT SERVICES**

Sealed Bids/Proposals, will be received by the City of Chicago, on the date and time, (Chicago Time), stated for those specific Bids/Proposals listed below, in Room 301, City Hall, 121 North LaSalle Street, Chicago, Illinois at which time and place, Bids/Proposals will be opened and publicly read aloud for the following:

DESCRIPTION: Vertical Clearance Improvements West 79th Street at South Leavitt Street
CDOT PROJECT NO.: Project B-6-128
SPECIFICATION NO.: 86952 **RFQ:** 3674
ESTIMATE BETWEEN: \$1,000,001.00 and \$5,000,000.00
BID/PROPOSAL DEPOSIT: Five percent 5% of Total Base Bid
BID SUBMITTAL FEE: N/A
PLAN DEPOSIT: \$0.00 first set per bidder on CD ROM
\$50.00 each subsequent set per bidder on CD ROM

CONTRACT DOCUMENTS AND PLANS ARE ONLY AVAILABLE AT THE BID and BOND ROOM 301 - 121 N. LaSalle Street Chicago, IL 60602 - 312-744-9773

PRE-BID/PROPOSAL CONFERENCE: Tuesday, April 12, 2011 @ 1:00pm
City Hall, Bid & Bond - Room 301, 121 North LaSalle, Chicago, Illinois 60602

BID/PROPOSAL OPENING DATE: Tuesday, April 26, 2011

TIME: 11:00 A.M.

CONTACT: John Stewart, Jr. Phone: 312/744-0763

e-mail: john.stewart@cityofchicago.org

Bids/Proposals requiring a Bids/Proposals deposit, must be accompanied by a bid bond, provided by a surety company authorized to do business in the State of Illinois, or the equivalent in the form of a cashier's check, or money order, in the amount stated, drawn on a responsible bank, or financial institution doing business in the United States, and made payable to the City of Chicago. Cash, non-certified checks or comptroller certificates, are not acceptable forms of Bids/Proposals deposits.

Any Bids/Proposals submitted, which are not properly signed, or accompanied by an acceptable form of deposit, will be considered non-responsive, and the bid will be disqualified from consideration. Any late Bids/Proposals received after announced date and time, for the opening of Bids/Proposals, will not be accepted.

Bids/Proposals must be submitted on documents provided by the City of Chicago, which are available in the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, Chicago, Illinois 312-744-9773.

Where applicable, copies of specifications, plans, and drawings may be obtained by placing a deposit in the amount specified above, for each set of documents. The City will only accept certified checks, cashier's checks, or money orders. The plan deposit will be refunded upon the return of said documents, in good condition, within ten (10) calendar days after the bid opening date. Failure to return said documents within the period stated above, will result in the Bidders/Proposers forfeiting the plan deposit.

The above Bids/Proposals estimated range, is intended to represent the size of the project, or anticipated usage.

The Chief Procurement Officer, reserves the right to reject any or all Bids/Proposals if deemed in the best interest of the City of Chicago.

RICHARD M. DALEY **JAMIE L. RHEE**
MAYOR **CHIEF PROCUREMENT OFFICER**
A COMPLETE LIST OF BID OPENINGS CAN BE
FOUND ON THE INTERNET

BOOK 2 - INSTRUCTIONS AND EXECUTION DOCUMENTS

ADVERTISEMENT FOR BIDS

**ATTACH
LEGAL
ADVERTISEMENT
HERE**

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
W. 79th St. at S. Leavitt St.
CDOT Project No. B-6-128**

all in accordance with Contract Documents set forth below.

General Description of Work

The work for which proposals are invited consist of lowering the existing roadway near W. 79th St. at S. Leavitt St. (2200 W.) under the existing viaduct to meet the required vertical clearance of 14'-6" per CDOT and IDOT design standards. This includes but is not limited to reconstruction of approximately 609 feet of roadway pavement, new sewers and drainage structures, reconstruction of concrete driveways, sidewalks and curb and gutter 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 & TIF

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 responsive and 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.

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 312-742-9687, 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
W. 79th St. at S. Leavitt St.
Project No.: B-6-128

The Contractor must 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 Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than **\$ 1,000,000** each accident, illness or disease.

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 must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). 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.

Subcontractors performing work for the Contractor must maintain limits of not less than **\$2,000,000** with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than **\$ 2,000,000** per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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

4) Owner's and Contractor's Protective Liability

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

Contract Insurance Requirements

5) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or transit property, Contractor must 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 must have limits of not less than the requirement of the operating railroad 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.

6) Builders Risk

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

The Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Contract.

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

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 must be maintained with limits of not less than **\$1,000,000**. 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 must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date

Contract Insurance Requirements

occurring during the term of this Contract. The Contractor must 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 is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment 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 must 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 deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

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

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

If Contractor or subcontractors desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, 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: _____

 (City) (State) (Zip)

Specification #: _____
 RFP: _____
 Project#: _____
 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 Contractor <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General
Automobile Liability				CSL Per Occurrence \$ _____ Each Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Statutory/Illinois Employers Liability \$ _____ Amount of Contract
Builder's Risk/Course of Construction				\$ _____
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	Signature of Authorized Rep.: _____
City of Chicago	Agency/Company: _____
Department of Procurement Services	Address: _____
121 N. LaSalle St., #403	Telephone: _____
Chicago, IL 60602	

For City use only
 Name of City Department requesting certificate: (Using Dept.) _____
 Address: _____ ZIP Code: _____
 Attention: _____

PROPOSAL PAGES

PROPOSAL

The undersigned proposes to construct

**Vertical Clearance Improvement
W. 79th St. at S. Leavitt St.
CDOT Project No.: B-6-128**

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

Proposal Pages

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 **within 100 calendar days** after the date for commencement of work. 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

Proposal Pages

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.

Completion of all Work: **\$1,125.00 per calendar day**

Completion of "Punch List" Work: **\$350.00 per calendar day**

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

In accordance with the provisions of Book 1, XIII.G.1.a, unit prices will be used to determine the amount to ADD TO or DEDUCT FROM contract price for 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

Proposal Pages

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

18368

SCHEDULE OF PRICES
VERTICAL CLEARANCE IMPROVEMENT
W. 79th St. at S. Leavitt St.
CDOT Project No.: B-6-128

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
1	20200100	EARTH EXCAVATION	CY	200	40.00	8,000.00
2	***	SPECIAL WASTE HAULING AND DISPOSAL	TON	1,900	23.00	43,700.00
3	20800150	TRENCH BACKFILL	CY	600	24.00	14,400.00
4	31101100	SUB-BASE GRANULAR MATERIAL, TYPE B	CY	600	30.00	18,000.00
5	***	CRUSHED STONE (TEMPORARY USE)	TON	80	10.00	800.00
6	***	STABILIZATION STONE	CY	200	20.00	4,000.00
7	40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	20	32.00	640.00
8	40600300	AGGREGATE (PRIME COAT)	TON	1	500.00	500.00
9	40600525	LEVELING BINDER (HAND METHOD), N50	TON	10	250.00	2,500.00
10	40600635	LEVELING BINDER (MACHINE METHOD), N70, 1-1/2"	TON	10	325.00	3,250.00
11	40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N70, 1-1/2"	TON	10	300.00	3,000.00
12	***	HIGH-EARLY-STRENGTH P.C.C. PAVEMENT (JOINTED), 10-INCH	SY	3,120	47.50	148,200.00
13	CDOT4200010	PROTECTIVE SEALER	SY	5,000	1.50	7,500.00
14	42001200	PAVEMENT FABRIC	SY	3,120	5.00	15,600.00
15	***	P.C.C. DRIVEWAY AND ALLEY PAVEMENT, 8-INCH (HIGH-EARLY-STRENGTH)	SY	110	60.00	6,600.00
16	CDOT4240010	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SF	10,000	4.25	42,500.00
17	***	PAVEMENT REMOVAL	SY	3,125	34.25	107,031.25
18	CDOT4400010	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SY	115	62.00	7,130.00
19	***	DRIVEWAY AND ALLEY PAVEMENT REMOVAL	SY	160	20.00	3,200.00
20	***	COMBINATION CURB AND GUTTER REMOVAL	LF	1,240	5.00	6,200.00
21	44000600	SIDEWALK REMOVAL	SF	11,000	1.00	11,000.00
22	***	CONCRETE BARRIER WALL REMOVAL	CY	51	250.00	12,750.00

SCHEDULE OF PRICES

VERTICAL CLEARANCE IMPROVEMENT

W. 79th St. at S. Leavitt St.

CDOT Project No.: B-6-128

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
23	***	MEDIAN REMOVAL	SF	390	2. ⁰⁰ / ₁₀₀	780. ⁰⁰ / ₁₀₀
24	CDOT5010030	CONCRETE REMOVAL	CY	7	565. ⁰⁰ / ₁₀₀	3,955. ⁰⁰ / ₁₀₀
25	CDOT5030050	CLASS "SI" CONCRETE (MISCELLANEOUS)	CY	2	1,500. ⁰⁰ / ₁₀₀	3,000. ⁰⁰ / ₁₀₀
26	50901760	PIPE HANDRAIL	LF	780	60. ⁰⁰ / ₁₀₀	46,800. ⁰⁰ / ₁₀₀
27	***	STEEL SHEETING LEFT IN PLACE (UTILITY /SEWER INSTALLATION UNDER VIADUCT)	LF	160	300. ⁰⁰ / ₁₀₀	48,000. ⁰⁰ / ₁₀₀
28	***	STORM SEWER, DIP, CLASS 52, 8-INCH	LF	104	59. ⁰⁰ / ₁₀₀	6,136. ⁰⁰ / ₁₀₀
29	***	STORM SEWER, ESVC, TYPE 2, 15-INCH	LF	62	150. ⁰⁰ / ₁₀₀	9,300. ⁰⁰ / ₁₀₀
30	***	STORM SEWER, DIP, CLASS 52, 18-INCH	LF	320	118. ⁰⁰ / ₁₀₀	37,760. ⁰⁰ / ₁₀₀
31	***	STORM SEWER, DIP, CLASS 52, 42-INCH	LF	600	255. ⁰⁰ / ₁₀₀	153,000. ⁰⁰ / ₁₀₀
32	***	PIPE DRAIN, DIP, 4-INCH	LF	20	50. ⁰⁰ / ₁₀₀	1,000. ⁰⁰ / ₁₀₀
33	***	PIPE UNDERDRAIN, PESVCP, 6-INCH	LF	610	30. ⁰⁰ / ₁₀₀	18,300. ⁰⁰ / ₁₀₀
34	***	DUCTILE IRON SADDLE OUTLET CONNECTION, 8-INCH DIA.	EA	8	1,500. ⁰⁰ / ₁₀₀	12,000. ⁰⁰ / ₁₀₀
35	***	FLAP GATE, HEAVY DUTY, 42-INCH	EA	2	2,500. ⁰⁰ / ₁₀₀	5,000. ⁰⁰ / ₁₀₀
36	***	INLET, TYPE A, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EA	1	1,700. ⁰⁰ / ₁₀₀	1,700. ⁰⁰ / ₁₀₀
37	***	CATCH BASIN, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EA	8	3,200. ⁰⁰ / ₁₀₀	25,600. ⁰⁰ / ₁₀₀
38	***	CATCH BASIN, SPECIAL (INCLUDING FRAME AND LID)	EA	2	5,400. ⁰⁰ / ₁₀₀	10,800. ⁰⁰ / ₁₀₀
39	***	MANHOLE, TYPE A (INCLUDING FRAME AND LID)	EA	4	9,500. ⁰⁰ / ₁₀₀	38,000. ⁰⁰ / ₁₀₀
40	***	TRENCH DRAIN	LF	310	150. ⁰⁰ / ₁₀₀	46,500. ⁰⁰ / ₁₀₀
41	***	MANHOLE TO BE ADJUSTED	EA	1	400. ⁰⁰ / ₁₀₀	400. ⁰⁰ / ₁₀₀
42	***	WATER VALVE BASIN TO BE ADJUSTED	EA	2	400. ⁰⁰ / ₁₀₀	800. ⁰⁰ / ₁₀₀
43	***	CITY ELECTRIC MANHOLE OR HANDHOLE TO BE ADJUSTED	EA	2	400. ⁰⁰ / ₁₀₀	800. ⁰⁰ / ₁₀₀
44	***	ADDITIONAL MASONRY	VLF	5	100. ⁰⁰ / ₁₀₀	500. ⁰⁰ / ₁₀₀

SCHEDULE OF PRICES
VERTICAL CLEARANCE IMPROVEMENT
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CDOT Project No.: B-6-128

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
45	CDOT6040010	FRAMES, SPECIAL	EA	4	130. ⁰⁰	520. ⁰⁰
46	CDOT6040020	LIDS, SPECIAL	EA	4	115. ⁰⁰	460. ⁰⁰
47	CDOT6050010	REMOVING MANHOLES	EA	3	10. ⁰⁰	30. ⁰⁰
48	CDOT6050020	REMOVING CATCH BASINS	EA	3	10. ⁰⁰	30. ⁰⁰
49	***	DRAIN PIPE REPLACEMENT	LF	10	60. ⁰⁰	600. ⁰⁰
50	***	HIGH-EARLY-STRENGTH COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	LF	460	25. ⁰⁰	11,500. ⁰⁰
51	***	HIGH-EARLY-STRENGTH COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)	LF	780	87. ⁰⁰	67,860. ⁰⁰
52	***	HIGH-EARLY-STRENGTH CONCRETE CURB, TYPE B	LF	20	30. ⁰⁰	600. ⁰⁰
53	CDOT6700010	ENGINEER'S FIELD OFFICE	CM	6	4,000. ⁰⁰	24,000. ⁰⁰
54	***	TRAFFIC CONTROL AND PROTECTION	LS	1	25,000. ⁰⁰	25,000. ⁰⁰
55	70400100	TEMPORARY CONCRETE BARRIER	LF	80	25. ⁰⁰	2,000. ⁰⁰
56	***	FURNISH SIGN PANEL, TYPE 1, REFLECTIVE, TYPE A, DOUBLE SIDED	SF	14	18. ⁰⁰	252. ⁰⁰
57	***	FURNISH SIGN PANEL, TYPE 1, REFLECTIVE, TYPE A, SINGLE-SIDED	SF	17	15. ⁰⁰	255. ⁰⁰
58	***	FURNISH AND INSTALL POLE, DRILL METHOD	EA	4	350. ⁰⁰	1,400. ⁰⁰
59	***	INSTALL SIGN PANEL (CENTER, FLAG OR BACK-TO-BACK MOUNT)	EA	9	60. ⁰⁰	540. ⁰⁰
60	***	REMOVE EXISTING SIGN PANEL AND SALVAGE	EA	7	46. ⁰⁰	322. ⁰⁰
61	***	REMOVE EXISTING SIGN PANEL AND POLE ASSEMBLY FROM PARKWAY / SIDEWALK AND SALVAGE	EA	1	200. ⁰⁰	200. ⁰⁰
62	78005110	EPOXY PAVEMENT MARKING - LINE 4-INCH	LF	1,960	2. ⁵⁰	4,900. ⁰⁰
63	78005150	EPOXY PAVEMENT MARKING - LINE 12-INCH	LF	90	7. ⁵⁰	675. ⁰⁰
64	***	DRILL & GROUT DOWEL BARS	EA	72	7. ⁵⁰	540. ⁰⁰
65	***	DUST CONTROL WATERING	UNIT	1	500. ⁰⁰	500. ⁰⁰
66	***	IMPACT ATTENUATOR (FULLY REDIRECTIVE, NARROW), TEST LEVEL 2	EA	2	14,000. ⁰⁰	28,000. ⁰⁰

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ITEM NO.	CODE NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
67	***	RAILROAD PROTECTIVE LIABILITY INSURANCE	LS	1	25,000. ⁰⁰	25,000. ⁰⁰
68	***	CONCRETE BARRIER WALL (SPECIAL)	CY	99	650. ⁰⁰	64,350. ⁰⁰
69	***	WATERMAIN INSTALLED IN OPEN CUT - 8 INCH	LF	45	107. ⁰⁰	4,815. ⁰⁰
70	***	WATERMAIN INSTALLED IN OPEN CUT - 12 INCH	LF	400	121. ⁰⁰	48,400. ⁰⁰
71	***	VALVE INSTALLATION - 8 INCH	EA	1	7,600. ⁰⁰	7,600. ⁰⁰
72	***	VALVE INSTALLATION - 12 INCH	EA	2	7,600. ⁰⁰	15,200. ⁰⁰
73	***	HYDRANT INSTALLATION ON WATER MAIN- 12-INCH DIA. AND SMALLER	EA	1	7,600. ⁰⁰	7,600. ⁰⁰
74	***	8 INCH CONNECTION TO EXISTING FITTING OR PIPE	EA	1	5,000. ⁰⁰	5,000. ⁰⁰
75	***	12-INCH CONNECTION TO EXISTING FITTING OR PIPE	EA	2	5,000. ⁰⁰	10,000. ⁰⁰
76	***	WATER SERVICE: TAP NEW OR EXISTING WATER MAIN, CONNECT NEW AND RECONNECT EXISTING SERVICE (1-INCH)	EA	1	2,000. ⁰⁰	2,000. ⁰⁰
77	***	WATER SERVICE: TYPE K COPPER (1-INCH) - OPEN CUT	LF	12	100. ⁰⁰	1,200. ⁰⁰
78	***	REMOVAL OF EXISTING FIRE HYDRANT (ABANDONED WATER MAIN)	EA	1	500. ⁰⁰	500. ⁰⁰
79	***	ABANDONMENT OF EXISTING VALVE AND BASIN	EA	3	50. ⁰⁰	150. ⁰⁰
80	***	ABANDONMENT OF EXISTING UNUSED WATER SERVICE	EA	2	50. ⁰⁰	100. ⁰⁰
81	***	FITTINGS - NOT SHOWN ON DRAWINGS	LBS	2,000	3. ⁰⁰	6,000. ⁰⁰
TOTAL BASE BID						\$ 1,304,731. ²⁵

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 60 calendar 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:
In Work**

Permit Privileges-Suspension for Failure to Correct Defects

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.

PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No.** 86952 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. dba MQ Construction Company
(Print or Type)

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

TITLE OF SIGNATORY: President
(Print or Type)

BUSINESS ADDRESS: 4323 N. Central Ave, Chicago, IL 60634
(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 25th day of Apr, 2011
by Vito Quaranta as President (or other authorized officer) and
Michael A. Quaranta as Secretary of MQ Sewer & Water Contractors, Inc.
(Corporation Name) dba MQ Construction Co.

Notary Public [Signature]
OFFICIAL SEAL
Laura A. Halicke
Notary Public, State of Illinois
My Commission Expires 1/07/12
(REV. 6/30/2000)

Commission Expires: 1/7/12 (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 hereunder 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 hereunder 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: _____

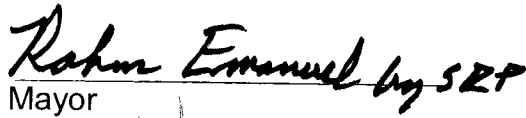
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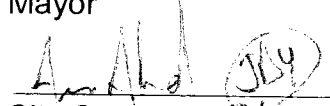
PROPOSAL ACCEPTANCE

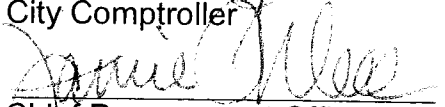
The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract: \$ 1,304,731.25

Fund Chargeable: 010.0828.0842125.0540.220540.0000.E6218764.000000.00000.0000


Mayor


City Comptroller


Chief Procurement Officer

Contract Awarded and Released

on this 21st day of July, 20 11

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) _____

Revised 07/27/04

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:

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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?

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

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?

- 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:

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

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

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

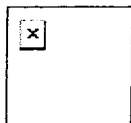
(names of affiants)

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)



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

AFFIDAVIT OF AVAILABILITY For the Letting of 4/26/2011

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	4	5	
County and Section Number	Cook Co / LaSalle Dr. Reconstr. CDOT B0259	Cook Co / Irving Park Rd Stacape CDOT S7149	Cook Co / ADA Ramp Prog-N. Area CDOT B0320	Cook Co / Arlt ADA Ramp Pro-N. Area CDOT B9819	67th St. Storm Sewer Improvements	
Contract With	City of Chicago	City of Chicago	City of Chicago	City of Chicago	Village of Hodgkins	
Estimated Completion Date	12/2011	11/2010	12/2011	12/2011	06/2011	
Total Contract Price	8,156,390.30	3,799,337.50	1,020,372.76	2,780,626.10	79,231.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	4,701,034.39	1,019,254.33	948,428.41	2,780,626.10	79,231.00	9,528,574.23
Uncompleted Dollar Value if Firm is the Subcontractor						-
Total Value of All Work						9,528,574.23

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	250,000.00	-	75,000.00	275,000.00		600,000.00
Portland Cement Concrete Paving	200,000.00	-	280,000.00	800,000.00		1,280,000.00
Bituminous Plant Mix						-
Bituminous Aggregate Mixture						-
Miscellaneous Bituminous Paving	25,000.00		70,000.00	50,000.00		145,000.00
Clean & Seal Cracks/Joints						-
Aggregate Bases & Surfaces	150,000.00	-	2,000.00			152,000.00
Highway, R.R. and Waterway Structures						-
Drainage	50,000.00	20,000.00	35,000.00	100,000.00	39,231.00	244,231.00
Electrical						-
Cover and Seal Coats	15,000.00	10,000.00				25,000.00
Miscellaneous Concrete Construction	152,134.27	44,992.86	192,046.54	646,070.70		1,035,244.37
Landscaping		-	2,000.00	25,000.00		27,000.00
Fencing						-
Guardrail						-
Painting						-
Signing						-
Fabrication						-
Building Construction						-
Other Construction (List) Traffic Control		10,000.00	50,000.00	50,000.00		110,000.00
Totals	842,134.27	84,992.86	706,046.54	1,946,070.70	39,231.00	3,618,475.37

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 "Authorized To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.
Affidavit of Availability

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

	1	2	3	4	5
Subcontractor	Natural Creation	Industrial Fence, Inc.	E. King Construction	Sanchez Construction	Bull's-Eye Boring
Type of Work	Landscaping	Fencing	Hauling/Disposal	Paving	Boring
Subcontract Price	349,972.00	163,541.00	41,166.17	608,732.00	40,000.00
Amount Uncompleted	340,991.00	16,354.10	29,660.17	608,732.00	40,000.00
Subcontractor	Pan-Oceanic	City Lights, Ltd	Sanchez Construction	Marking Specialist	
Type of Work	Misc. Concrete	Electric	Paving	Pavement Marking	
Subcontract Price	244,000.00	1,110,032.70	107,426.84	62,698.40	
Amount Uncompleted	80,679.50	466,494.20	102,866.84	62,698.40	
Subcontractor	Sanchez Constr.	Gallagher Asphalt	Jalpa Construction	Virto & Son Trucking	
Type of Work	Asphalt	Specialty Asphalt	Concrete Work	Hauling/Disposal	
Subcontract Price	884,960.00	152,617.00	82,449.13	94,000.00	
Amount Uncompleted	711,812.04	152,617.00	82,449.13	94,000.00	
Subcontractor	Marking Specialists	Central Lawn	Marking Specialists	Amer. GeoEngineering	
Type of Work	Pavement Stripping	Irrigation	Pavement Marking	QC Testing	
Subcontract Price	20,998.30	178,585.00	27,405.73	69,125.00	
Amount Uncompleted	20,998.30	53,285.44	27,405.73	69,125.00	
Subcontractor	Virto & Son	CR Schmidt			
Type of Work	Trucking	Brick Pavers			
Subcontract Price	196,875.00	129,894.50			
Amount Uncompleted	78,750.00	10,691.00			
Subcontractor	Central Lawn	Seven-D			
Type of Work	Irrigation	Landscaping			
Subcontract Price	88,282.00	133,327.00			
Amount Uncompleted	81,742.00	101,623.00			
Subcontractor	Herlihy	JEM			
Type of Work	Misc. Iron Work	Traffic Control			
Subcontract Price	1,739,457.00	96,236.20			
Amount Uncompleted	721,906.58	69,091.20			
Subcontractor	Traffic Ctrl & Protect	Sanchez			
Type of Work	Traffic Control	Asphalt			
Subcontract Price	137,777.90	174,644.00			
Amount Uncompleted	84,999.49	30,740.08			
Subcontractor	Meade Electric	Homer Tree Special			
Type of Work	Electric	Tree Removal			
Subcontract Price	1,849,716.00	20,124.00			
Amount Uncompleted	1,654,287.95	16,525.00			
Subcontractor	Amer. GeoEngineering	Mark-It Corp			
Type of Work	QC Testing	Pavement Marking			
Subcontract Price	61,220.00	16,840.45			
Amount Uncompleted	20,386.26	16,840.45			
Subcontractor	Midwest Fence				
Type of Work	Fence				
Subcontract Price	95,947.00				
Amount Uncompleted	62,347.00				
Total Uncompleted	3,858,900.12	934,261.47	242,381.87	834,555.40	40,000.00

Affidavit of Availability

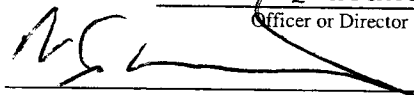
I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

Subscribed and sworn to before me
this 25th day of April 2011

Type or Print Name Vito Quaranta

Officer or Director

Signed



Notary Public

My commission expires 1/7/12

Company

MQ Sewer & Water Contractors, Inc.
dba MQ Construction Company

Address

4323 N. Central Avenue

Chicago, IL 60634

OFFICIAL SEAL
(Notary Seal)
Laura A. Halicke
Notary Public, State of Illinois
My Commission Expires 1/07/12

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

Project Name: Vertical Clearance Improvements - 79th & Leavitt

Specification Number: 86952

From: Sanchez Construction Services
(Name of MBE/WBE Firm)

To: MQ 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, 5/14/2004 to see attached for a period of five years.

The undersigned is prepared to provide the following described service or supply the following described goods in connection with the above named project/contract:

Item	Description	Unit	Qty	Cost	Total
12	HIGH EARLY STRENGTH PCC PAVEMENT (JOINTED), 10"	SY	1458	\$60.35	\$ 87,990.30

(Sub) or Grand Total: \$ 87,990.30

Partial Pay Items:

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

GRAND TOTAL:

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

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

Project Name: Vertical Clearance Improvements - 79th & Leavitt

Specification Number: 86952

From: Sanchez Construction Services
(Name of MBE/WBE Firm)

To: MQ 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, 5/14/2004 to see attached for a period of five years.

The undersigned is prepared to provide the following described service or supply the following described goods in connection with the above named project/contract:

Item	Description	Unit	Qty	Cost	Total
12	HIGH EARLY STRENGTH ALL PAVEMENT (JOINTED), 10"	SY	1458	\$60.35	\$ 87,990.30
(Sub) or Grand Total:					\$ 87,990.30

Partial Pay Items:

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

GRAND TOTAL:

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

Schedule C: Letter of Intent to Perform as Subcontractor or Supplier

Sub-Subcontracting Levels

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

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

Notice:

If any of the MBE/WBE's scope of work will be subcontracted, attach to this schedule 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 sub-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, and will do so within three (3) working days of your receipt of a signed contract from the City of Chicago.

Notice: This schedule and attachments require original signatures.

Cesar Sanchez

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

Cesar Sanchez / President

Name/Title (Print)

4/25/11

Date

773-254-1077

Phone



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Cesar Sanchez
Sanchez Construction Services, Inc.
4335 South Western Boulevard
Chicago, IL 60609

Annual No Change Affidavit Due:

October 1, 2011

Dear Cesar Sanchez:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until October 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **October 1, 2011**. Please remember, you have an affirmative duty to file your NoChange Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **August 2, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

CLOSE WINDOW **HELP****Vendor Information**

Business Name	Sanchez Construction Services, Inc.
Owner	Cesar Sanchez
Address	4335 South Western Boulevard
> Map This Address	Chicago, IL 60609-3030
Phone	773-254-1077
Fax	773-254-1078
Email	
Website	www.sanchezconstructionservices.com

Certification Information

Certifying Agency	City of Chicago
Certification Type	MBE - Minority Business Enterprise
Certification Date	7/18/2008
Renewal Date	10/1/2011
Expiration Date	10/1/2013
Certified Business Description	MASONRY AND CONCRETE MAINT. AND REPAIR (INCL. INSIDE CONCRETE SAWING WORK);MAINTENANCE AND REPAIR, HIGHWAY AND ROAD;Excavation Services;Concrete, Precast;Concrete

Commodity Codes

Code	Description
NIGP 75030	Concrete, Precast
NIGP 91051	Masonry, Concrete, and Stucco Maintenance and Repair (Includes Inside
NIGP 91063	Public Utilities: Water, Sewer and Gas Maintenance and Repair
NIGP 91244	Excavation Services
NIGP 91345	Construction, Sewer and Storm Drain
NIGP 91356	Construction, Utility/Underground Projects
NIGP 91371	Maintenance and Repair, Highway and Road
NIGP 91381	Maintenance and Repair, Sewer and Storm Drain (Including Removal)
NIGP 91430	Concrete
NIGP 92914	Asphalt Pavers Maintenance and Repair

Customer Support

Print This Page

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

Project Name: Vertical Clearance Improvements
West 79th Street at South Leavitt Street

Specification Number: 86952

From: CIVIL CONTRACTOR & ENGINEERS, INC.
(Name of MBE/WBE Firm)

To: _____ 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, 08/24/2010 to 12/01/2012

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
37 Catch Basin Type A 7' Dia	8 \$3,100.00 ea	24,800.00
69 Water main installed in open cut 8"	45' 107.00 / ft	4,815.00
70 Water main installed in open cut 12"	400' 121.00 / ft	48,400.00
71 Valve installation - 8"	1 7,600.00 ea	7,600.00
72 Valve installation - 12"	2 7,600.00 ea	15,200.00

Sub (or Grand) Total: \$ 100,815.00

Partial Pay Items:

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

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

State Funded

Instructions and Execution Documents (March 5, 2005)

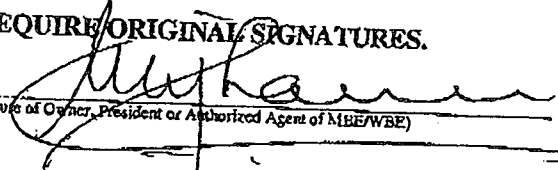
Schedule C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier

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)

MUKESH THAVERI / PRESIDENT
Name/Title (Print)

04/25/11
Date

773-775-2500
Phone



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Mukesh Jhaveri
Civil Contractor & Engineers, Incorporated
P. O. Box 1268
Morton Grove, IL 60053

Annual No Change Affidavit Due:

December 1, 2011

Dear: Mukesh Jhaveri

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until December 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **December 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **October 2, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

CLOSE WINDOW **HELP****Vendor Information**

Business Name **Civil Contractor & Engineers, Incorporated**
Owner **Mukesh Jhaveri**
Address **P. O. Box 1268**
> Map This Address **Morton Grove, IL 60053-7268**
Phone **773-775-3500**
Fax **773-775-3575**
Email **mo@civilone.com**
Website

Certification Information

Certifying Agency **City of Chicago**
Certification Type **MBE - Minority Business Enterprise**
Certification Date **5/11/2007**
Renewal Date **12/1/2011**
Expiration Date **12/1/2012**
Certified Business Description **CASEMENT WINDOW HARDWARE: LATCHES, OPERATORS, AND HANDLES;CONSTRUCTION, SEWER AND STORM DRAIN;CONSTRUCTION, UTILITY/UNDERGROUND PROJECTS;MAINTENANCE AND REPAIR, SEWER AND STORM DRAIN (INCLUDING REMOVAL) MAINTENANCE AND REPAIR, SEWER AND STORM DRAIN (INCL.**

Commodity Codes

Code	Description
NIGP 15010	Casement Window Hardware: Latches, Operators, And Handles
NIGP 91345	Construction, Sewer and Storm Drain
NIGP 91356	Construction, Utility/Underground Projects
NIGP 91381	Maintenance and Repair, Sewer and Storm Drain (Including Removal)
NIGP 91842	Engineering Consulting

SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier
Vertical Clearance Improvements
 Project Name: W. 79th St. at Leavitt St.

Specification Number: 86952

From: VIRTO & SON TRUCKING, INC.
 (Name of MBE/WBE Firm)

To: MQ Sewer & Water Contractors, Inc. and the City of Chicago:
 (Name of Prime Contractor) dba MQ Construction Co.

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, AUGUST 24-2010 to JULY 1-2011

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 #1 17, 19-24	140 LOADS @ \$250/EA	\$ 35,000
② #1 3-6 (SEE	145 LOADS @ \$240/EA	34,800
③ #1 2 (BELOW)	1900 TONS @ \$22/TON	41,800
	Sub (or Grand) Total:	\$ 111,600.00

Partial Pay Items:

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

- ① VIRTO & SON WILL HANDLE A PORTION OF THE HAULING/DISPOSAL FOR THESE ITEMS.
 ② " " " " " " " " IMPORTING OF STONE FOR THESE ITEMS.
 ③ " " " " " " " " ALL SPECIAL WASTE HAULING/DISPOSAL FOR THE PROJECT

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.

100 % of the dollar value of the MBE/WBE's subcontract that will be subcontracted to MBE/WBE contractors.

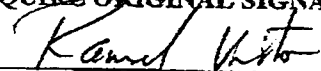
Revised 07/29/04

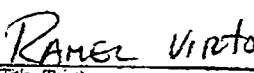
Schedule C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier**NOTICE:**

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)

 / PRESIDENT
Name/Title (Print)

4-25-2011
Date

(773) 842-5232
Phone



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Ramel Virto
Virto & Son Trucking, Inc.
3214 W. 64Th Pl.
Chicago, IL 60629

Annual No Change Affidavit Due:

July 1, 2011

Dear: Ramel Virto

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until July 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **July 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **May 2, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

CLOSE WINDOW **HELP****Vendor Information**

Business Name	Virto & Son Trucking, Inc.
Owner	Ramel Virto
Address	3214 W. 64th Pl.
> Map This Address	Chicago, IL 60629
Phone	773-842-5232
Fax	773-498-1857
Email	hvirto1@hotmail.com
Website	

Certification Information

Certifying Agency	City of Chicago
Certification Type	MBE - Minority Business Enterprise
Certification Date	7/24/2009
Renewal Date	7/1/2011
Expiration Date	7/1/2013
Certified Business Description	Interstate Trucking; Hauling Services of Sand, Dirt Asphalt and Concrete

Commodity Codes

Code	Description
NIGP 96239	Hauling Services
NIGP 96286	Transportation of Goods (Freight)

SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier
Vertical Clearance Improvements
Project Name: W. 79th St. at Leavitt St.

Specification Number: 86952

From: E. King Construction Co.
(Name of MBE/WBE Firm)

To: MQ Sewer & Water Contractors, Inc. and the City of Chicago:
(Name of Prime Contractor) dba MQ Construction Co.

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, 8/24/10 to 8/1/11

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
17 - PAVEMENT REMOVAL	220 LBS @ \$250/LB	\$55,000. ⁰⁰
Sub (or Grand) Total:		\$ 55,000. ⁰⁰

Partial Pay Items:

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

E. KING WILL HANDLE A PORTION OF THE HAULING/DISPOSAL
FOR THE ABOVE ITEM

Grand Total: \$ 55,000.⁰⁰

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

State Funded

Instructions and Execution Documents (March 5, 2005)

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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, Signatory of Authorized Agent or MINORITY

Elaine King - President
Name/Title (Print)

4/25/11

Date

773-284-9800

Phone

Revised 07/29/04

State Funded

Instructions and Execution Documents (March 5, 2005)

44



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Elaine King
E. King Construction Co., Inc.
3865 W. Columbus Ave.
Chicago, IL 60652

Certification Expires: 8/1/2011

Dear Elaine King:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise / Women Business Enterprise (MBE) by the City of Chicago. This certification is valid until 8/1/2011.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by 6/2/2011. In the coming months, the Office of Compliance will be sending you notice detailing the procedures for filing a request for recertification.

While you will not need to file a No Change Affidavit in 2010 or 2011, it is important to note that you have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

- file your request for recertification within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period;
or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

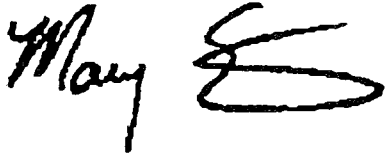
E. King Construction Co., Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

INTRASTATE TRUCKING AND HAULING

Your firm's participation on City contracts will be credited only toward MBE/WBE/BEPD goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

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

Vertical Clearance Improvement
 Project Name: W. 79th St. @ S. Leavitt St.
CDOT B-6-128

Specification Number: 86952

From: Marking Specialists Corporation
 (Name of MBE/WBE Firm)

To: _____ 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, 8/2010 to 12/2011

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
<u>See attached quote #</u>	_____	_____
<u>15750</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Sub (or Grand) Total:		<u>\$4,794.50</u>

Partial Pay Items:

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

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**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.

Robert W. Buerer
(Signature of Owner, President or Authorized Agent of MBE/WBE)

Robert W. Buerer, Executive V.P.
Name/Title (Print)

4/22/11
Date

847-462-0799
Phone

Vertical Clearance Improvement
w. 79th Street at S. Leavitt Street
Spec. No.: 86952



Voice: 847-462-0799
Fax: 847-462-0929
Email: judy@markingspecialists.net

Quote No.: 15750
Quote Date: 04/19/2011

Marking Specialists Corporation
214 Crystal Street, Suite C
Cary IL, 60013

Contract No.: 79th St
Bid Date: 04/26/2011
Complete By: 08/13/2011

QUOTATION

County: COOK

Section: 06-B6128-00-PV

Description: VERTICAL CLEARANCE IMPROVEMENT - W. 79TH STREET AT S. LEAVITT STREET
CDOT PROJECT NO.: B-6-128, SPEC NO.: 86952, RFQ NO.: 3674 (MBE 24%/WBE 4%)
SECTION 06-B6128-00-PV COMPLETION: 100 CALENDAR DAYS

Gentlemen:

We propose to furnish all necessary labor, material, tools and equipment to complete the following work according to plans and specifications:

Item No.	Description	Unit	Qty	Price	Ext. Amount
62	EPOXY PVT MK LINE 4	FT	1960.000	\$2.150	\$4,214.00
63	EPOXY PVT MK LINE 12	FT	90.000	\$6.450	\$580.50
Bid Total					\$4,794.50

These prices are firm for a period of sixty (60) days from the date of the contract award. Other materials, if required, will be priced separately. Permanent pavement marking is expected to be completed with one mobilization. Additional mobilizations will cost \$2,000.00 each. Lane closures, if required, are the responsibility of the prime contractor. Unless stated otherwise, prices do not include costs for bonds, special insurance or permits.

We thank you for the opportunity to quote on this work and hope we will be favored with your order.

Very Truly Yours,

Judith M. Peszek, Chief Estimator
Marking Specialists Corporation

I.D.O.T. Certified DBE

C.D.O.T. Certified DBE & MBE

Cook County Certified MBE

METRA Certified DBE

City of Rockford MBE

An Equal Opportunity Employer

Additional Notes

WORK TO BE PERFORMED IN ONE (1) MOBILIZATION.



CITY OF CHICAGO OFFICE OF COMPLIANCE

August 24, 2010

Alfredo Zavala
Marking Specialist Corporation
555 Sundown
South Elgin, IL 60177

Annual No Change Affidavit Due:

December 1, 2011

Dear: Alfredo Zavala

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until December 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **December 1, 2011**. Please remember, you have an affirmative duty to file your NoChange Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **October 2, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Marking Specialist Corporation is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

63064 Paint, Spray (Aerosol)

63066 Paints, Traffic

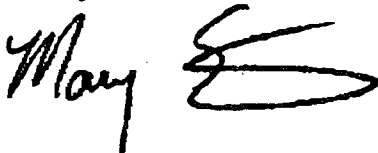
76543 Pavement Marking Removal Equipment and Accessories

96861 Pavement Marking Services (Including Removal of Markings)

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Elliott", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

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

Vertical Clearance Improvements

Project Name: W. 79th St. at Leavitt St.

Specification Number: 86952

From: American GeoEngineering, Inc.
(Name of MBE/WBE Firm)

To: MQ Sewer & Water Contractors, Inc. and the City of Chicago:
(Name of Prime Contractor) dba MQ Construction Co.

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, 8/25/10 to 11/1/11

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
<u>12, 15, 16, 50, 51 (SEE ATTACHED)</u>		
Sub (or Grand) Total:		<u>\$ 10,130.⁰⁰</u>

Partial Pay Items:

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

AGI WILL HANDLE ALL CONCRETE TESTING (QC) FOR THE ITEMS ABOVE

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

0.0 % of the dollar value of the MBE's or WBE's subcontract that will be subcontracted to non-MBE/WBE contractors.

_____ % 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)

RAMESH PATEL, PRESIDENT

Name/Title (Print)

4-25-2011

Date

(630) 894-9800

Phone



AMERICAN GEOENGINEERING, INC.

399-A Wall Street . Glendale Heights, IL 60139, P (630) 894-9800, F (630) 894-9868

Cost Estimation for QC Concrete Testing

Sub-Contractor No. (Certified DBE) 11327

CDOT Specification No. 86952

CDOT Project No. N/A

Bid Due Date April 26, 2011

District No. One

Project: Vertical Clearance Improvements, W. 79th St. at Leavitt St.

Estimated Cost: \$10,130.00

Item No.	Description	Unit	Quantity	Qty, CY	Pours	Hours	Technicians	No.	Rate	Amounts
	79th & Leavitt				10	8	Level I Field Tech.	1	\$75.00	\$6,000.00
	QC Plan Preparation				10		Lump Sum			\$500.00
	Concrete Cylinder Comp. Strength							40	\$22.00	\$880.00
	Concrete Cylinder Pick-up							10	\$95.00	\$950.00
	Travel Charges							10	\$90.00	\$900.00
	Project Management & Reports							10	\$90.00	\$900.00
TOTAL										\$10,130.00

NOTES:

- 1) The Number of Pours and/or days of work are approximate.
- 2) A minimum 4-hour charge for cancellation of Job.
- 3) A minimum 8-hour charge applies to all field technician work.
- 4) Overtime to be charged at 1.5 times for any hours over 8 hours/day on weekdays and work done during night time.
- 5) Overtime to be charged at 2 times for any hours spent on Sunday and holidays.
- 6) If number of pours exceed the specified, billing will be on an hourly rate basis according to the rates in this Quote.



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 25, 2010

Ramesh Patel
American Geo Engineering, Inc.
399-A Wall St.
Glendale Heights, IL 60139

Certification Expires: 11/1/2011

Dear Ramesh Patel:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until **11/1/2011**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **9/2/2011**. In the coming months, the Office of Compliance will be sending you notice detailing the procedures for filing a request for recertification.

While you will not need to file a No Change Affidavit in 2010 or 2011, it is important to note that you have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

- ♦ file your request for recertification within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

American Geo Engineering, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

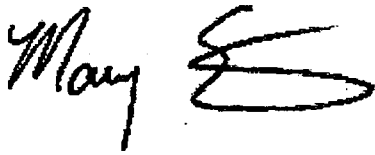
90625 Design Build Services
90740 Engineering Services, Non-Licensed (Not Otherwise Classified)
90742 Geotechnical - Soils
91842 Engineering Consulting

92533 Engineer Services, Professional
96148 Laboratory and Field Testing Services (Not Otherwise Classified)
96847 Inspection Services, Construction Type

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

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
 Project Name: Improvements - W. 79th St
at Leavitt St.

Specification No: 86952

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
President and duly authorized representative of

(Title of Affiant)

MQ Sewer & Water Contractors, Inc. dba 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
Sanchez Construction	Paving	\$ 87,940.30	\$
Civil Contractors	Water main	\$ 100,815.00	\$
Vito & Son Hauling	Hauling / Dumping	\$ 111,600.00	\$
E. King Construction	Hauling / Dumping	\$	\$ 55,000.00
Marking Specialists	Pavement Markings	\$ 4,794.50	\$
American Geomark	QC Testing	\$ 10,130.00	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Total MBE Participation \$ 315,329.80 Total MBE % 27
 Total WBE Participation \$ 55,000.00 Total WBE % 4
 Total Bid: \$ 1,304,731.25

Revised 07/29/04

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 773-545-4749
(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.
dba MQ Construction Company

(Name of Prime Contractor - Print or Type)

(Signature)

President

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

4/25/11

(Date)

On this 25th day of April, 2011,

the above signed officer, Vito 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

Commission Expires: 1/7/12

OFFICIAL SEAL
Laura A. Halicke
Notary Public, State of Illinois
My Commission Expires 1/07/12

**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 Improvement

Project Name: W. 79th St at Leavitt St

Specification #: 86952

I, Vito Quaranta on behalf of MQ Sewer & Water Contractors, Inc.
(Name of reporter) dba MQ Construction 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 Sanchez Construction
Business Address 1950 W. 43rd Street
Contact Person Cesar Sanchez
Date of contact 4/25/11
Method of contact Fax / Email
Response to solicitation Quote Submitted
Type of Work Solicited Paving
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non-Certified

Company Name Vito & Son Trucking
Business Address 5420 S. Oak Park Ave, Chicago IL
Contact Person Ramona
Date of contact 4/25/11
Method of contact Fax / Email
Response to solicitation Quote Submitted
Type of Work Solicited Hauling / Dumping
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non-Certified

Company Name E. King Construction
Business Address 3305 West Columbus Dr. Chicago IL
Contact Person Elaine
Date of contact 4/25/11
Method of contact Fax / Phone
Response to solicitation Quote Submitted
Type of Work Solicited Hauling
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non-Certified

Company Name Manning Specialists
Business Address 217 Crystal St, Cary IL
Contact Person Judy Tesnik
Date of contact 4/25/11
Method of contact Fax / Email
Response to solicitation Quote Submitted
Type of Work Solicited Concrete / Hauling
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.
dba MQ Construction Company

(Name of Prime Contractor - Print or Type)

[Signature]

(Signature)

Vito Quaranta, President

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

4/25/11

(Date)

On this 25th day of April, 20 11,

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

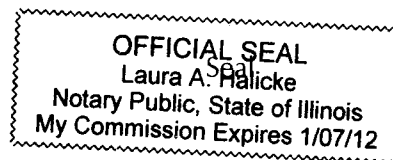
personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

[Signature]

Notary Public Signature

Commission Expires: 1/7/12



07/29/04

**SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS
TO UTILIZE MBES 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.

**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.

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

Describe assistance efforts.

- ____ 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.

**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 PARTICIPATION

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

Project Name: Vertical Clearance Improvements Specification Number: 86952
W. 79th St at Leavitt St.

Name of MBE or WBE	Date notice sent & method	Scope of work solicited	MBE or WBE written response? If yes, attach.	If MBE or WBE responded, reason agreement was not reached.
		<i>Plays See Attached</i>		

See Attached Sheet

Name of MBE or WBE **Date notice sent & method** **Scope of work solicited** **MBE or WBE written response?**

E. King Trucking	4/25/2011	Fax / Phone	Trucking	Yes, See Schedule C
Marking Specialists	4/25/2011	Fax / Phone	Pavement Marking	Yes, See Schedule C
Sanchez Construction	4/25/2011	Fax / Phone	Paving	Yes, See Schedule C
American GeoEngineering	4/25/2011	Fax / Phone	QC Testing	Yes, See Schedule C
Virto & Son Trucking, Inc.	4/25/2011	Fax / Phone	Trucking	Yes, See Schedule C

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)

**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, Stone & Asphalt

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

Earth Inc. - McCook

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

LOCATION ADDRESS: 5300 S. Lawndale

PHONE: (630) 337-9605

CONTACT PERSON: Bruce

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:

Dirt & Clay

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

Carpentersville Quarry

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

LOCATION ADDRESS: Rt. 25 & Bolts Rd.

PHONE: (847) 836-1558

CONTACT PERSON: Bob

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:

Dirt & Clay

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

Vulcan - McCook

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

LOCATION ADDRESS: 5302 S. Lawndale

PHONE: (630) 955-8595

CONTACT PERSON: Art

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:

Asphalt & Concrete

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

Vulcan - Elk Grove Village

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

LOCATION ADDRESS: 1520 Midway Ct.

PHONE: (630) 955-8595

CONTACT PERSON: Art

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:

Dirt & Clay

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

Reliable Lyons

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

LOCATION ADDRESS: 4226 Lawndale

PHONE: (773) 254-1121

CONTACT PERSON:

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:

Dirt & Clay

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

Earth Inc. - Westchester

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

LOCATION ADDRESS: 31st & Wolf

PHONE: (630) 337-9605

CONTACT PERSON: Bruce

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.



July 7, 2010

Re: General Construction or Demolition Debris

Vulcan Construction Materials, L.P. operates four recycling facilities in the Chicago area. Each facility accepts general construction and demolition debris for the purpose of recycling under 415 ILCS 5/22.38, "Facilities Accepting Exclusively General Construction or Demolition Debris for Transfer, Storage, or Treatment". As required, Vulcan has filed form IL 532 2580, LPC 573, for each facility with the Illinois Environmental Protection Agency (IEPA).

- **Elk Grove** – Our recycling facility is located at 1520 Midway Court in Elk Grove, Illinois and operates under IEPA Air Operating Permit Number 031804ABA.
- **McCook (Hodgkins)** – Our recycling facility is in McCook Quarry with the entrance located at 6300 East Avenue in Hodgkins, Illinois and operates under IEPA Air Operating Permit Number 031126AAB.
- **Lake Bluff** – Our recycling facility is located at 841 Skokie Highway in Lake Bluff, Illinois and operates under IEPA Air Operating Permit Number 097811AAJ.
- **Pershing** – Our recycling facility is located at 3910 S. Racine in Chicago, Illinois and operates under IEPA Air Operating Permit Number 031600GJS. The Pershing facility also operates under the City of Chicago Reprocessable Construction/Demolition Material Permit No. 006-RC-2009.

Acceptable material is to be composed of crushed stone, surplus concrete, and concrete rubble. Demolition materials such as wood, drywall, fixtures, insulation, roofing materials, glass, plastic, electrical wiring and non-concrete piping is not accepted.

If you have any questions or would like any additional information, please contact your salesperson or me at (630) 955-8547.

Sincerely,

A handwritten signature in black ink that reads "Kelly Van Kovering". The signature is fluid and cursive, with the first and last names being more prominent.

Kelly Van Kovering
Environmental Manager



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR DOUGLAS P. SCOTT, DIRECTOR

217/524-3300

June 23, 2008

Certified Mail
7007 2560 0003 2094 0591

Reliable Materials Lyons, LLC
Attn: William Haworth
4401 S. First Avenue
Lyons, Illinois 60534

Re: 0311715020 -- Cook County
Reliable Lyons CCDD
Permit No. CCDD2008-001-DE/OP
Log No. CCDD2008-001
Expiration Date: June 15, 2018
CCDD File
Permit Approval

Dear Mr. Haworth:

Permit is hereby granted to Reliable Materials Lyons, LLC as owner and operator, approving development and operation of an existing clean construction or demolition debris (hereinafter CCDD) fill operation all in accordance with the application and plans prepared by William Haworth and Greg Wilcox of Reliable Materials Lyons, LLC. Final plans, specifications, application, and supporting documents, as submitted and approved, constitute part of this permit and are identified in the records of the Illinois Environmental Protection Agency (Illinois EPA), Bureau of Land, Division of Land Pollution Control by the permit number and log number designated in the heading above.

The application approved by this permit consists of the following documents:

<u>DOCUMENT</u>	<u>DATED</u>	<u>DATE RECEIVED</u>
Original Application Log No. CCDD2008-001	January 14, 2007 (sic)	January 11, 2008
Additional Information	February 11, 2008	February 15, 2008
Waiver	March 12, 2008	March 13, 2008
Addenda	June 4, 2008 June 13, 2008	June 5, 2008 June 16, 2008

ROCKFORD - 4302 North Main Street, Rockford, IL 61103 - (815) 987-7760 • DES PLAINES - 9511 W. Harrison St., Des Plaines, IL 60016 - (847) 294-4000
ELGIN - 595 South State, Elgin, IL 60123 - (847) 608-3131 • PEORIA - 5415 N. University St., Peoria, IL 61614 - (309) 693-5463
BUREAU OF LAND - PEORIA - 7620 N. University St., Peoria, IL 61614 - (309) 693-5462 • CHAMPAIGN - 2125 South First Street, Champaign, IL 61820 - (217) 278-5800
SPRINGFIELD - 4500 S. Sixth Street Rd., Springfield, IL 62706 - (217) 786-6892 • COLLINSVILLE - 2009 Mall Street, Collinsville, IL 62234 - (618) 346-5120
MARION - 2309 W. Main St., Suite 116, Marion, IL 62959 - (618) 993-7200

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)

STATE OF ILLINOIS PREVAILING WAGES

Cook County Prevailing Wages for April 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC	BLD			32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN	ALL			31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER	BLD			38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR	BLD			43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD			43.150	46.150	1.5	1.5	2.0	8.460	13.85	0.000	1.770
PLASTERER	BLD			39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD			44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD			37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD			40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER	BLD			28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000

STATE OF ILLINOIS PREVAILING WAGES

Cook County Prevailing Wages for April 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD		35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON		BLD		39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD		40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

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 312/744-4926.0

For updates see website at

<http://www.state.il.us/agency/idol/rates/rates.HTM>

AFFIDAVIT

MQ Sewer & Water Contractors, INC.
dba MQ Construction Co., a(n) Corporation (the "Affiant"), hereby
certifies and declares as follows:

1. Neither the Affiant nor any Controlling Person (as defined below) of the Affiant has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;

- (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City of Chicago (the "City") or of any Sister Agency (as defined below); or
- (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or any Sister Agency; or
- (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section 1.

2. Neither the Affiant nor any Controlling Person of the Affiant has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section 1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.

3. Neither the Affiant nor any Controlling Person of the Affiant is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section 1 above. Such ineligibility shall remain in effect until final adjudication is made with respect to such felony or criminal offense.

As used herein, "Controlling Person" shall mean any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business 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 under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used herein, "Sister Agency" shall mean (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) Community College District No. 508, Cook County, Illinois; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

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

MQ Sewer & Water Contractors, Inc.
dba MQ Construction Company

(Print or type name of Affiant)

By:

(Sign here)

Vito Quaranta

(Print or type name of person signing)

President

(Print or type title of person signing)

Signed and sworn to before me on (date) 7/14/2011, at Cook County,
Illinois (State).

Notary Public.

Commission expires: 1/7/12

OFFICIAL SEAL
Laura A. Halicke
Notary Public, State of Illinois
My Commission Expires 1/07/12

Specification No. 86952
Contract No. 24861

ACKNOWLEDGMENT

Contractor, MQ Sewer & Water Contractors d/b/a MQ Construction., acknowledges that the following provisions are incorporated into the Contract as if fully set forth in the body of the Contract:

SHAKMAN

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Contractor by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department

utilizing services provided under this Contract.

I Have Authority to Execute this Acknowledgment on Behalf of Contractor and Do So:

MQ Sewer & Water Contractors, Inc.

Contractor: dba MQ Construction Company

By: 
Signature of Authorized Officer*

Name: Vito Quaranta

Title: President

Date: 7/14/11

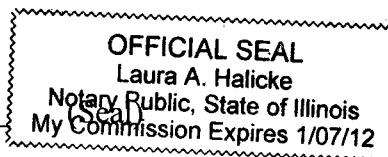
*Note: In the event that this Acknowledgment is signed by other than the President of the Contractor, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign this Acknowledgment for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

State of Illinois
County of Cook

This instrument was acknowledged before me on this 14th day of July, 2010, by Vito Quaranta as President (or other authorized officer) of MQ Sewer (Corporation Name). & Water Contractors, Inc.
dba MQ Construction Company


Notary Public Signature

Commission Expires: 1/7/12



Specification No.: 86952
Contract No.:24861

ACKNOWLEDGMENT

Contractor, MQ Sewer & Water Contractors Inc. d/b/a MQ Construction Company., acknowledges that the following provisions are incorporated into the Contract as if fully set forth in the body of the Contract:

- ***Legislative Inspector General***

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code. Contractor understands and will abide by all provisions of Chapter 2-55 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

- ***Currency of Disclosures***

The Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago, requiring Contractors to keep all required disclosures current. .

- ***Failure to Maintain Eligibility***

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Contract.

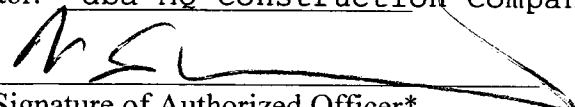
- ***Living Wage***

The Contractor understands that Section 2-92-610 provides for a living wages for certain categories of workers employed in the performance of City contracts and that the current Base Wage is \$ 11.03 per hour.

I Have Authority to Execute this Acknowledgment on Behalf of Contractor and Do So:

MQ Sewer & Water Contractors, Inc.
Contractor: dba MQ Construction Company

By:


Signature of Authorized Officer*

Name: Vito Quaranta

Title: President

Date: 7/14/11

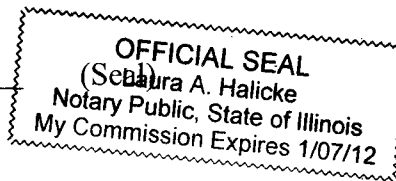
*Note: In the event that this Acknowledgment is signed by other than the President of the Contractor, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign this Acknowledgment for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

State of Illinois
County of Cook

This instrument was acknowledged before me on this 14th day of July, 2010, by Vito Quaranta as President (or other authorized officer) of MQ Sewer & Water Contractors, Inc. dba MQ Construction Co. (Corporation Name).

[Signature]
Notary Public Signature

Commission Expires: 1/7/12



Specification No. 86952 _____
Contract No. 24861 _____

ACKNOWLEDGMENT

Contractor, MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company, acknowledges that the following provision is incorporated into the Contract as if fully set forth in the body of the Contract.

Multi-Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit A. A copy of the PLA, with appendices, may also be found on the City's website at <http://www.cityofchicago.org/PLA>. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Agreement, and shall comply in all respects with the PLA.

I Have Authority to Execute this Acknowledgment on Behalf of Contractor and Do So:

MQ Sewer & Water Contractors, Inc.
Contractor: dba MQ Construction Company

By: _____

Signature of Authorized Officer*

Name: Vito Quaranta

Title: President

Date: 7/14/11

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

State of Illinois
County of Cook

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Notary Public Signature

Commission Expires: 1/7/12

