Contract Summary Sheet

Contract (PO) Number: 78018

Specification Number: 565290

Name of Contractor: MAT LEASING INC

City Department: CHICAGO DEPARTMENT OF TRANSPORTATION

Title of Contract: Arterial Street Resurfacing: South Area 81

(Term of Contract is not applicable)

Dollar Amount of Contract (or maximum compensation if a Term Agreement): \$8,024,273.45

Brief Description of Work: Arterial Street Resurfacing: South Area 81

Procurement Services Contract Area: CONSTRUCTION-LARGE \$3MILLIONorABOVE

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

Vendor Number: 1008945

Submission Date: 06/27/2018

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we, MAT Construction Leasing Inc. 94450 S. Morgan Street Chicago, IL 60609

Principal, hereinafter referred to as Contractor, and .Travelers Casualty and Surety Company of America ____, 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:

--- Eight Million twenty-four thousand two hundred seventy-three dollars and 45/100 (\$8,024,273.45) ---

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 June 20 18

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. 78018 and Specification No. 565290 all in conformity with said contract, for,

Furnishing the City of Chicago, CDOT, all labor, tools, material, and equipment required and necessary for the project known as:

Arterial Street Resurfacing: South Area 81

* The attached rider is incorporated herein by reference.

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

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property; arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois;

and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be unless execution thereof be denied under oath; prima facie evidence of the execution and delivery of the original; provided, that nothing in thus 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 m 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 lie 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.

| Approved: | MAT Construction Leasing Inc. (Seal) By: President (Seal) |
|---------------------------|--|
| Chief Procurement Officer | Attest: Secretary Travelers Casualty and Surety |
| | Company of America (Seal) |
| | (Seal) Kevin J. Scanlon , Attorney-in-Fact |
| | (Scal) |
| | (Seal) |

| | COUNTY OF COOK, SS. I. DENVAL M. TADIN, a Notary Public in and for the County and State |
|--------------------------|--|
| | aforesaid, DO HEREBY CERTIFY that Michael Tadin Jr. |
| Z | Delival M TADIN Secretary of the MAT Construction Leasing, Inc. |
| PRINCIPAL CORPORATION | who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as Michael Tadin Jr. President and President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as |
| FCE | their free and voluntary act, and as the free and voluntary act of the said MAT Construction Leasing, Inc. for the uses and nurnoses therein set forth, and caused the corporate seal of said Company to be thereto attached. |
| | DEBORAH M TADIN Official State of Illinois Notary Public - State of Illinois My Commission Expires Feb 4, 2021 Notary Public Notary Public |
| | (STATE OF ILLINOIS,) ss. |
| | COUNTY OF COOK, DuPage |
| × | aforesaid, DO HEREBY CERTIFY that Kevin J. Scanlon |
|)RAT | Travelers Casualty and Surety of the Company of America who is personally known |
| SURETY, IF CORPORATE | to be the same person whose nameis subscribed in the foregoing instrument as such |
| Y, IF (| signed, sealed and delivered the said instrument of writing as his free and voluntary act, and as the free |
| E | and voluntary act of the said Travelers Casualty and Surety Company of America |
| SC | for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached. |
| | GIVEN under my band and Notarial Seal this 12th day of June 20 18 |
| | (MOO Lessas |
| | S Notary Sub-IFICIAL SEAL" |
| | STATE OF ILLINOIS, COUNTY OF COOK, Ss. GRACIELA CASAUS NOTARY PUBLIC, STATE OF ILLINOIS STATE OF ILLINOIS OF COUNTY OF COOK, STATE OF COOK, STATE OF ILLINOIS OF COUNTY OF COOK, STATE OF COOK, |
| | My Commission Expires 05/05/20 I, a Notary Public in and for the County and State |
| 4 | aforesaid, DO HEREBY CERTIFY that |
| IF INDIVIDUAL | whopersonally known to me to be the same persons whose namesubscribed 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 of20 |
| Į | 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. 78018 and Specification No. 565290 ("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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No.

106923133

Principal: MAT Construction Leasing Inc.

OR

Project Description: Contract 78018/Spec. No. 565290

Obligee: City of Chicago

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin J. Scanlon of the City of Downers Grove , State of IL , their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company



















State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **24th** day of **June**, **2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of June 2018 .

Kevin E. Hughes, Assistant Secretary

Keir & Fleger



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

NKUBAL DATE (MM/DD/YYYY)

ARICAR-02

06/13/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

| li t | f SUBROGATION IS WAIVED, subjection his certificate does not confer rights to | ct to | the | terms and conditions of ificate holder in lieu of su | the po | licy, certain dorsement(s) | policies may | require an endorsemen | t. As | statement on |
|-------------|---|--------------------|--------------|---|---------------------------|---|---|--|--------|--------------|
| | DDUCER | | | | CONTA | | | | | |
| Me | sirow Insurance Services, Inc. | | | | | o, Ext): (312) 5 | 595-6200 | FAX (A/C, No): | | |
| 353 Chi | N. Clark St 11th fl cago, IL 60654 | | | | E-MAIL ADDRE | o, extj. (0 12) (| 700 0200 | (A/C, NO): | | |
| | cago, 12 00007 | | | | ADDRE | 54599 | SURFR(S) AFFOI | RDING COVERAGE | | NAIC # |
| | | | | | INSURE | | | nsurance Company | | 16535 |
| INS | URED | | | | INSURI | | | , | | |
| | MAT Construction Leasing | nc. | | ×. | INSURI | | | | | |
| | 4450 S Morgan | | | | INSURI | RD: | | | | |
| | Chicago, IL 60609 | | | | INSUR | ERE: | | | | |
| | | | | | INSUR | RF: | | | | |
| CC | VERAGES CER | TIFI | CAT | E NUMBER: | | | | REVISION NUMBER: | | |
| li C | HIS IS TO CERTIFY THAT THE POLICII NDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH | EQU PER POLI | TAIN CIES | ENT, TERM OR CONDITIO , THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE | N OF A | ANY CONTRA Y THE POLIC REDUCED BY | CT OR OTHER IES DESCRIB PAID CLAIMS | R DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T | ECT TO | O WHICH THIS |
| INSR LTR | TYPE OF INSURANCE | ADDI | SUBF | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| | COMMERCIAL GENERAL LIABILITY | J. 100.000.00 | - convers | | | - data wa ka-aasa saasa da | -Stationariticities and a | EACH OCCURRENCE | \$ | |
| | CLAIMS-MADE OCCUR | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | |
| | | | | | | | | MED EXP (Any one person) | \$ | |
| | | | | | | | | PERSONAL & ADV INJURY | \$ | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | \$ | |
| | POLICY PROT LOC | | | | | | | PRODUCTS - COMP/OP AGG | \$ | |
| _ | OTHER: | | _ | | | | | COMPINED SINGLE LIMIT | \$ | 4 000 000 |
| Α | AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 |
| | X ANY AUTO OWNED AUTOS ONLY AUTOS | X | | BAP1100494-00 | | 05/01/2018 | 8 05/01/2019 | BODILY INJURY (Per person) | \$ | |
| | | | | | | | | BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) | \$ | |
| | X HIRED X NON-OWNED AUTOS ONLY Trailer Interchange X \$250,000 | | | | | | | (Per accident) | \$ | |
| _ | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | | 1 | | | | | | \$ | |
| | UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE | | | | | | | EACH OCCURRENCE | \$ | |
| | DED RETENTION \$ | | | | | | | AGGREGATE | \$ | |
| Α | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | X PER OTH- STATUTE ER | \$ | |
| | | | X | WC1100493-00 | | 05/01/2018 | 05/01/2019 | E.L. EACH ACCIDENT | s | 1,000,000 |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | '` | | | | | E.L. DISEASE - EA EMPLOYEE | | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | • | 1,000,000 |
| | DESCRIPTION OF OPERATIONS below | | | | | | | E.E. DISEASE - POLICY LIMIT | _ u | |
| | | | | | | | | | | |
| DES | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC | LES (| ACORI | l D 101, Additional Remarks Schedu | ile, mav t | e attached if mor | re space is requir | red) | | |
| | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL Arterial Street Resurfacing - South Area of Chicago is an Additional Incured on | | | | | | | | A Mai | iver of |
| | of Chicago is an Additional Insured on rogation applies with respect to the Wo | | | | | | | | | ver or |
| | | | | | | | • | • | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| CE | RTIFICATE HOLDER | | | | CANO | CELLATION | | | | |
| | City of Chicago Dept of Procurement Service | | | | THE | EXPIRATION | N DATE TH | ESCRIBED POLICIES BE CA EREOF, NOTICE WILL Y PROVISIONS. | | |
| | 121 N. LaSalle St, Room 806 Chicago, IL 60602 | | | | AUTHORIZED REPRESENTATIVE | | | | | |

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of

| AGENCY | | NAMED INSURED | |
|----------------------------------|-----------|--|--|
| Mesirow Insurance Services, Inc. | | MAT Construction Leasing Inc. 4450 S Morgan | |
| POLICY NUMBER | | Chicago, IL 60609 | |
| SEE PAGE 1 | | | |
| CARRIER | NAIC CODE | | |
| SEE PAGE 1 | SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 | |

| ADDI | TION | AL E | FM | AP | KS |
|------|------|------|----|----|----|
| | | | | | |

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Auto Endorsements

MSC-90

UIIE Tucker Uniform Intermodal Inerchange Endorsement

'ATLEAS-01

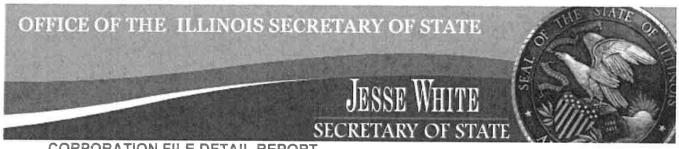
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/2018

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/jes) must have ADDITIONAL INSURED provisions or be endorsed.

| it ti | SUBROGATION IS WAIVED, subjecting certificate does not confer rights to | ct to | the | terms and conditions of ificate holder in lieu of su | the po | licy, certain lorsement(s) | policies may | require an endorsemen | t. A st | atement on |
|-------------|---|-------------------|-------|---|---------------------------|---------------------------------|---|--|---------|------------|
| _ | DUCER | | | | | CT Ron Cov | | | | |
| RBI | N Insurance Services | | | | PHONE (A/C, N | | | FAX (A/C, No): | | |
| | E Wacker Dr. te 650 | | | | | ss: rcowell@ | rbn500.co | | | |
| | cago, IL 60601 | | | | ADDICE | 17000 | | RDING COVERAGE | | NAIC# |
| | | | | | INGLIDE | RA: Everest | | | | 10120 |
| INICI | JRED | | | | | | | asualty Company of Am | erica | 25674 |
| "" | | | | | INSURE | | p y . | | | 2007 1 |
| | MAT Construction Leasing I 4450 S Morgan | nc. | | | INSURE | | | | | |
| | Chicago, IL 60609 | | | | INSURE | | | | | |
| | | | | | INSURE | | | | | |
| - | VERAGES CER | TICI | CATE | E NUMBER: | HVOORL | -10.1 | 7 | REVISION NUMBER: | | |
| T II | HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH | S O EQU PER | F INS | SURANCE LISTED BELOW ENT, TERM OR CONDITION THE INSURANCE AFFOR | N OF A | ANY CONTRAC | TO THE INSUF CT OR OTHER ES DESCRIB | RED NAMED ABOVE FOR T R DOCUMENT WITH RESPE | ECT TO | WHICH THIS |
| INSR LTR | TYPE OF INSURANCE | ADDI | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| A | X COMMERCIAL GENERAL LIABILITY | 100000 | | | | | | EACH OCCURRENCE | \$ | 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | CF4GL00849-171 | | 11/11/2017 | 11/11/2018 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 50,000 |
| | | | | | | | | MED EXP (Any one person) | \$ | 5,000 |
| | | | | | | | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | POLICY X PRO- | | | | | | | PRODUCTS - COMP/OP AGG | s | 2,000,000 |
| | OTHER: | | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | ANY AUTO | | | | | | | BODILY INJURY (Per person) | \$ | |
| | OWNED SCHEDULED AUTOS | | | | | | | BODILY INJURY (Per accident) | \$ | |
| | HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | | | | | PROPERTY DAMAGE (Per accident) | s | |
| | | | | | | | | | \$ | |
| Α | UMBRELLA LIAB X OCCUR | | | | | | | EACH OCCURRENCE | \$ | 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | CF4EX00522-171 | | 11/11/2017 | 11/11/2018 | AGGREGATE | \$ | 5,000,000 |
| | DED RETENTION \$ | | | | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | PER OTH- STATUTE ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | | E.L. EACH ACCIDENT | \$ | |
| | | "'^ | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
| В | Property Special | | | QT660 2G302015TCS-TIL | 17 | 10/01/2017 | 10/01/2018 | Con Equip | | 3,985,348 |
| City | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL Arterial Street Resurfacing - South Area of Chicago is an Additional Insured on rogation applies with respect to the Ger | a pri | mary | /non-contributory basis re: | spect t | o the General | Liability as r | equired by written contra | ct. A W | laiver of |
| CF | RTIFICATE HOLDER | | | | CAN | CELLATION | | | | |
| | City of Chicago Dept of Procurement Service | | | | SHO | OULD ANY OF | N DATE TH | ESCRIBED POLICIES BE CA IEREOF, NOTICE WILL CY PROVISIONS. | | |
| | 121 N. LaSalle St, Room 806 Chicago, IL 60602 | | | | AUTHORIZED REPRESENTATIVE | | | | | |



| File Number | 60596263 | | |
|-------------------------------|-----------------------|--------------------------|---|
| Entity Name | MAT CONSTRUCTION LEAS | SING, INC. | |
| Status | ACTIVE | | 5—1 _{2.119} |
| Entity Type | CORPORATION | Type of Corp | DOMESTIC BCA |
| Incorporation Date (Domestic) | 07/26/1999 | State | ILLINOIS |
| Agent Name | MICHAEL A TADIN JR | Agent Change Date | 07/14/2003 |
| Agent Street Address | 4450 S MORGAN ST | President Name & Address | MICHAEL A TADIN 4450 S MORGAN ST. CHICAGO, IL 60609 |
| Agent City | CHICAGO | Secretary Name & Address | DEBORAH M TADIN SAME |
| Agent Zip | 60609 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 00/00/0000 | For Year | 2018 |

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

BACK TO CYBERDRIVEILLINOIS COM HOME PAGE

\$472,104,000. SURETY LICENSES c,f/: AK, AZ, AR, CA, CO, DE, DC, GA, ID, IL, IN, IA, KS, KY, LA, MI, MN, MS, NE, NV, NJ, NM, NY, OH, OK, PA, SD, UT, WA, WI. INCORPORATED IN: New York.

Travelers Casualty and Surety Company (NAIC #19038)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$410,816,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, 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: Connecticut.

Travelers Casualty and Surety Company of America (NAIC #31194) BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$208,819,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, 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: Connecticut.

Travelers Casualty Insurance Company of America (NAIC #19046)
BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$56,001,000. 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: Connecticut.

Travelers Indemnity Company (The) (NAIC #25658)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$700,347,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, GU, 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, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

TRAVELERS INDEMNITY COMPANY OF AMERICA (THE) (NAIC #25666)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$18,670,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, 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, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

BOOK 2 INSTRUCTION AND EXECUTION DOCUMENTS

ARTERIAL STREET RESURFACING SOUTH AREA - PROJECT NO. 81

C.D.O.T. PROJECT NO.: B-4-154 SPECIFICATION NO.: 565290 F.A. PROJECT NO.: V8JV(868) STATE JOB NO.: C-88-016-17

CITY SECTION NO.: 14-B4154-00-RS/CDOT

CITY OF CHICAGO



RAHM EMANUEL MAYOR

DEPARTMENT OF TRANSPORTATION

REBEKAH SCHEINFELD

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

DANIEL BURKE, P.E.,S.E.

Deputy Commissioner – Division of Engineering

Issued by the DEPARTMENT OF PROCUREMENT SERVICES

JAMIE L. RHEE CHIEF PROCUREMENT OFFICER

Document Printed April 2018

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 Federally Funded – Non FTA projects, dated May 2017, as amended and incorporated as if fully set forth here by this reference; and by Book 2, Book 3 (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 103, Chicago, Illinois 60602. Book 1 is also available on the City's web site at http://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/forms and standardagreements.html.

Constructor, Inc

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April 6, 2010
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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. | <u>X</u> | Schedule of Prices |
|----|----------|--|
| 2. | _X | Submit the Appropriate Proposal Proposal To Be Completed By a Joint Venture; or Proposal To Be Completed By a Corporation; or Proposal To Be Completed By a Partnership; or Proposal To Be Completed by a Sole Partnership |
| 3. | _X | Affidavit of Availability |
| 4. | _X | Contractor's Affidavit Regarding Removal of all Waste Materials and Identification of All Legal Dump Sites |
| 5. | NA | Schedule B – Affidavit of Joint Venture (if applicable) |
| 6. | _X | Schedule C – Letter of Intent from DBE |
| 7. | _X | Schedule D – Affidavit of Prime Contractor |
| 8. | _X | Schedule F – Report of Subcontractor Solicitations |
| 9. | _X | City of Chicago Economic Disclosure Statement Certificate of Filing |

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:

ARTERIAL STREET RESURFACING SOUTH AREA - PROJECT NO. 81 C.D.O.T. PROJECT NO.: B-4-154 SPECIFICATION NO.: 565290

all in accordance with Contract Documents set forth below.

General Description of Work

The work for which proposals are invited consists of furnishing all labor, materials and equipment required for the Arterial Street Resurfacing South Area Project No. 81 at eleven (11) locations.

This includes but is not limited to hot-mix asphalt surface removal, hot-mix asphalt resurfacing; PCC pavement for bus pads and patches; ADA compliant ramp installation; city structure adjustments; sidewalk; driveway and alley; curb; and curb and gutter removal and replacement; traffic control and protection; and pavement markings, as described in the Detail Specifications, including all appurtenant work and accessories, to the complete satisfaction of, approval, and acceptance by the City.

The eleven (11) locations, listed in Book 3, are within the boundaries of the South Area, which generally conforms to the boundary of the City Streets as follows:

Cermak Road (2200S) on the north, 68th Street (6800S) on the south, the City limits on the west and Lake Michigan on the east

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: Federal Highway Administration

Concurrence from the Illinois Department of Transportation ("IDOT") is required as a condition precedent to award of a contract for the Work described herein.

Contract DBE Participation Goal: 33.14 % of Total Base Bid

Bid Deposit: 5% of Total Base Bid

Award of Contract

Proposals will be compared based on the **Total Base Bid**, correctly computed, and a contract, if awarded, will be awarded to the lowest responsible and responsive 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 744-3831)

Government - Equal Employment Opportunity

The attention of bidders is directed to the Government Requirements for construction contracts included in Book 1, AFFIRMATIVE ACTION PLAN TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246), Notice of Affirmative Action to Ensure Equal Employment Opportunity, and the Standard Federal Equal Employment Opportunity construction Contract Specifications (Executive order 11246).

Document Deposit

\$0.00 first set per bidder on CD ROM

\$50.00 each subsequent set per bidder on CD ROM.

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 requests for clarification may be submitted in writing, or may be raised at the conference; however, verbal questions or requests for clarification must be sent by email mail and directed to the attention of the Contract Administrator, Department of Procurement Services, Room 806 of the City Hall 121 N. LaSalle, Chicago, IL, 60602. The City will not accept any questions for the ten (10) day period preceding the bid opening date.

CONTRACT INSURANCE REQUIREMENTS CHICAGO DEPARTMENT OF TRANSPORTATION ARTERIAL STREET RESURFACING

SOUTH AREA - PROJECT NO. 81 C.D.O.T. PROJECT NO.: B-4-154 SPECIFICATION NO.: 565290

A. INSURANCE REQUIRED

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, services, or operations, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work or service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. the policy, whichever is greater. Coverage must include but not be limited to: other state endorsement, voluntary compensation and alternate employer, when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed (for a minimum of two (2) years following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and reinstate annually if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 and CG 2037 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

ARTERIAL STREET RESURFACING SOUTH AREA - PROJECT NO. 81 C.D.O.T. PROJECT NO.: B-4-154

SPECIFICATION NO.: 565290

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that 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.

When applicable: A certified copy of the Railroad Protective policy is to be submitted to: Chicago Transit Authority (CTA), ATTN: Manager of Benefits Compliance, 567 West Lake Street. 3rd Floor, Chicago, IL 60601.

METRA, ATTN: Risk Management, 547 West Jackson Blvd, Chicago, IL 60661.

An Insurance binder will be accepted until such time the policy is submitted.

4) <u>Automobile Liability</u> (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

5) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

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, landscaping, debris removal and loss resulting from 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 personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

7) <u>Professional Liability</u>

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations 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 Coverage must include pollution liability if environment site assessments will be done. 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 recreation and reconstruction of such records.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. 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 requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

ARTERIAL STREET RESURFACING SOUTH AREA - PROJECT NO. 81 C.D.O.T. PROJECT NO.: B-4-154

SPECIFICATION NO.: 565290

<u>Failure to Maintain Insurance</u>. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of its obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

<u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

<u>Waiver of Subrogation</u>. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

<u>Contractors Insurance Primary</u>. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

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

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

<u>Insurance not Limited by Indemnification</u>. 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.

<u>Insurance and Limits Maintained</u>. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

<u>Joint Venture or Limited Liability Company</u>. 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.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

ARTERIAL STREET RESURFACING SOUTH AREA - PROJECT NO. 81 C.D.O.T. PROJECT NO.: B-4-154

SPECIFICATION NO.: 565290

Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor and shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

<u>City's Right to Modify</u>. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

PROPOSAL PAGES

PROPOSAL

The undersigned proposes to construct the

ARTERIAL STREET RESURFACING SOUTH AREA - PROJECT NO. 81 C.D.O.T. PROJECT NO.: B-4-154 SPECIFICATION NO.: 565290

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 must meet equipment requirements for Illinois Department of Transportation (IDOT) Prequalification in Work Category 3 Hot Mix Asphalt (HMA) Plant Mix, according to IDOT's RULES FOR PREQUALIFICATION OF CONTRACTORS, AUTHORIZATION TO BID, AND SUBCONTRACTOR REGISTRATION amended April, 25, 2016.
- 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" 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 her sole judgment, relating to Bidder's experience and performance ability and possession of necessary facilities, financial resources, and insurance, all for such a Project;
- Bidder or any of its officers is not barred from contracting with any unit of state or local government as a result of violations of law prohibiting bid-rigging or bid-rotating;
- Bidder understands that Bidder's Schedule of Prices must show the unit or lump sum price, as the case may be, for which Bidder proposes to perform each item of Work; that all extensions and the summation for the Total Base Bid must be made by Bidder, and that if not so made, Bidder's proposal may be rejected as irregular; and

• Bidder's price stated for each item of Work is based on the projected cost of that item at the time the Work is performed and includes a proportionate amount of the total cost for full compliance with the Contract Documents and with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments having jurisdiction, and constitutes compensation in full for performing and completing the Work pertaining to that item, free of all claims and charges whatsoever.

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

TIME OF COMPLETION

It is understood and agreed that TIME IS OF THE ESSENCE IN THIS CONTRACT, and the Contractor agrees to begin actual work covered by this Contract after notification by the Commissioner to commence work and to prosecute the same with all due diligence so as to complete the entire work under the Contract by **December 31, 2018**. It is understood that "Completion" will 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 must 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.

PROJECT MILESTONES

Utility work in certain project locations will impact the date that these work sites will be available to the Contractor. This utility work is in addition to structure adjustments that are typically associated with roadway resurfacing. The Contractor will still be required to coordinate the adjustment of private utility structures with the contract work. These anticipated work site availability dates are as follows:

| Street Name | Limits | Anticipated Availability |
|-------------------|---|-------------------------------|
| 51st Street | From Kedzie Avenue to California Avenue | |
| 55th Street | From Payne Dr. Hyde to Park Boulevard | |
| 67th Street | From Ashland Ave. to Cottage Grove Ave. | |
| Archer Ave. | From Nottingham Ave. to Narragansett Ave. | |
| Archer Ave. | From Kolin Ave. to 47th Street | |
| Austin Ave. | From 55th Street to 59th Street | No later than the date of the |
| Best Drive | From Dr. Martin Luther King Jr. Dr. to Payne Drive | Contract Notice to Proceed |
| Damen Ave. | From 33rd Street to Pershing Road | |
| Kedzie Ave. | From 63rd Street to Marquette Road (6700 S.) | |
| Racine Ave. | From 47th Street to 51st Street | |
| Western Boulevard | From 45th Street to Garfield Boulevard | |

Milestone 1

Submit a project schedule, including submittal dates for permits, within **14 calendar days** after Notice to Proceed.

Milestone 1A

Submit a revised project schedule within 7 calendar days after receiving comments. This milestone applies to all subsequent project schedule revisions that may be required either until initial approval or as work progress dictates.

Milestone 2

Complete the placement of Leveling Binder (Machine Method) within 7 calendar days of HMA surface removal for all locations regardless of pavement surface area milled.

Milestone 2A

Complete all permanent pavement marking work at all locations within 14 calendar days of HMA surface being placed.

Milestone 3

Complete all work on all locations by **December 31, 2018**.

PUNCH LIST TIME OF COMPLETION

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

Further, upon physical completion of the Work and final inspection of same, a final "Punch List" will be transmitted to the Contractor from the Commissioner. This final "Punch List" will consist of not only physical work items requiring corrective action, but will also include all applicable Contractor submittals as may be required by the Contract. It is understood and agreed that <u>all</u> 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 <u>all</u> 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 <u>all</u> 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 will remain uncompleted after the time specified for the completion of the work or after any authorized extension of such stipulated time, the Contractor must pay to the City the sum listed below for each and every day that such work remains uncompleted, and such moneys must be paid as liquidated damages, not a penalty, to partially cover costs and losses by the City.

Completion of Milestones 1 and 1A: \$500 per calendar day Completion of Milestones 2 and 2A: \$1,500 per calendar day

Completion of Milestones 3: \$25,000 lump sum per each uncompleted ¼ mile

segment or fraction thereof

Completion of Preliminary Punch List: \$1,000 per calendar day
Completion of Final Punch List: \$1,500 per calendar day

The City will 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 must pay the amount due.

Nothing herein contained will 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 must have completed and the Commissioner will 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 must be inclusive of the cost of materials, work, layout, drafting, balancing and testing, tools and sundries, overhead and profit, supervision and any and all other costs of whatsoever nature in connection therewith for work in place and accepted or omitted as the case may be. The calculation for determining the number of units of work must 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 must be inserted in the spaces provided, in this proposal.

SCHEDULE OF PRICES

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

| ITEM NO. | CODE NO. | DESCRIPTION | UNIT | ESTIMATED TOTAL QUANTITY | UNIT PRICE | TOTAL PRICE |
|-------------|-------------|---|-------|--------------------------------|---------------|----------------|
| 1 | 20200100 | EARTH EXCAVATION | CU YD | 108 | 30.00 | \$3040.00 |
| 2 | 21101615 | TOPSOIL FURNISH AND PLACE, 4" | SQ YD | 2,062 | 5.00 | \$ 10310,00 |
| 3 | 25200110 | SODDING, SALT TOLERANT | SQ YD | 2,062 | 11,00 | \$ 33.683.00 |
| 4 | CDOT3110010 | SAND CUSHION, VARIABLE DEPTH | CU YD | 10 | 45,00 | \$450,00 |
| 5 | 31101100 | SUB-BASE GRANULAR MATERIAL, TYPE B | CU YD | 1,398 | 16.00 | \$22368.00 |
| 6 | 40600290 | BITUMINOUS MATERIALS (TACK COAT) | POUND | 231,621 | .504 | \$115,810.50 |
| 7 | 40600525 | LEVELING BINDER (HAND METHOD), N50 | TON | 10 | 100,00 | \$1,000,00 |
| 8 | 40600535 | LEVELING BINDER (HAND METHOD), N70 | TON | 118 | 100.30 | \$11,800.00 |
| 9 | 40600827 | POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50 | TON | 14,155 | 80,00 | \$1,132,40200 |
| 10 | 40600982 | HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT | SQ YD | 5,324 | 2.15 | \$11,446.60 |
| 11 | 40603335 | HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 | TON | 2,186 | 59,00 | \$128,474.00 |
| 12 | 40603340 | HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70 | TON | 23,547 | 59.50 | \$1,401.046.50 |
| 13 | 40603565 | POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "E", N70 | TON | 3,608 | 68.00 | \$245,344.00 |
| 14 | CDOT4240010 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | SQ FT | 53,148 | 6,00 | \$ 318,888.04 |

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| ITEM NO. | CODE NO. | DESCRIPTION | UNIT | ESTIMATED TOTAL QUANTITY | UNIT PRICE | TOTAL PRICE |
|-------------|-------------|---|-------|--------------------------------|---------------|---------------|
| 15 | CDOT4240030 | PORTLAND CEMENT CONCRETE ADA RAMP 5 INCH | SQ FT | 43,117 | \$ 10.00 | \$431,170.00 |
| 16 | CDOT4240040 | PORTLAND CEMENT CONCRETE ADA RAMP 8 INCH | SQ FT | 11,763 | \$ 10,00 | \$117,630,00 |
| 17 | CDOT4240055 | LINEAR DETECTABLE WARNING TILES (CAST IRON) | SQ FT | 5,904 | | \$147,600.00 |
| 18 | CDOT4240065 | RADIAL DETECTABLE WARNING TILES (CAST IRON) | SQ FT | | 10 m.m | 481,114.00 |
| 19 | CDOT4240070 | PROPERTY LINE CURB | FOOT | 0 100 | 411.55 | \$41,037.15 |
| 20 | **** | PATTERNED CONCRETE SIDEWALK, 5" | SQ FT | 4,840 | \$8.40 | 440,656.00 |
| 21 | **** | DRIVEWAY AND ALLEY PAVEMENT, REMOVE AND REPLACE, 8 INCH (HIGH EARLY STRENGTH) | SQ YD | 428 | \$80,00 | \$ 34, 240,00 |
| 22 | **** | PAVEMENT REMOVAL AND REPLACEMENT, 10 INCH (HIGH EARLY STRENGTH) | SQ YD | 3,916 | £98,00 | \$383.768.00 |
| 23 | **** | MAINTENANCE OF ACCESS TO ABUTTING PROPERTY | TON | 18 | ta1,00 | \$378,00 |
| 24 | CDOT4400010 | HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH | SQ YD | 343,142 | \$2.15 | \$737,755.30 |
| 25 | 44000100 | PAVEMENT REMOVAL | SQ YD | 3,186 | \$ 20,00 | \$63,720.00 |
| 26 | 44000300 | CURB REMOVAL | FOOT | 1,100 | 15.25 | \$5,775,00 |
| 27 | 44003100 | MEDIAN REMOVAL | SQ FT | 2,236 | | \$7,043.40 |
| 28 | 44000500 | COMBINATION CURB AND GUTTER REMOVAL | FOOT | 14,714 | \$6.00 | \$ 88,284.00 |

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| ITEM NO. | CODE NO. | DESCRIPTION | UNIT | ESTIMATED TOTAL QUANTITY | UNIT PRICE | TOTAL PRICE |
|-------------|-------------|--|-------|--------------------------------|---------------|--------------|
| 29 | 44000600 | SIDEWALK REMOVAL | SQ FT | 97,845 | \$ a.∞ | \$195,690.00 |
| 30 | 44201337 | CLASS C PATCHES, TYPE I, 9 INCH | SQ YD | 150 | \$75,00 | \$11,250,00 |
| 31 | 44201341 | CLASS C PATCHES, TYPE II, 9 INCH | SQ YD | 201 | \$75.00 | \$ 15,075.00 |
| 32 | 44201345 | CLASS C PATCHES, TYPE III, 9 INCH | SQ YD | 268 | 575,00 | \$20,100,00 |
| 33 | 44201347 | CLASS C PATCHES, TYPE IV, 9 INCH | SQ YD | 428 | \$75.00 | \$32,100,00 |
| 34 | 44201749 | CLASS D PATCHES, TYPE I, 9 INCH | SQ YD | 1,251 | \$50.00 | \$62,550.00 |
| 35 | 44201753 | CLASS D PATCHES, TYPE II, 9 INCH | SQ YD | | \$50.00 | \$79,600,00 |
| 36 | 44201757 | CLASS D PATCHES, TYPE III, 9 INCH | SQ YD | 1,637 | \$50.00 | \$81,850,00 |
| 37 | 44201759 | CLASS D PATCHES, TYPE IV, 9 INCH | SQ YD | 1,395 | \$49,00 | \$60 355,00 |
| 38 | Z0018900 | DRILL AND GROUT DOWEL BARS | EACH | 1,644 | 14.25 | \$ 6,987.00 |
| 39 | **** | DRILL AND GROUT TIE BARS | EACH | | \$3.75 | \$31,905,00 |
| 40 | 60252800 | CATCH BASINS TO BE RECONSTRUCTED | EACH | 3 | 1,050. | 83,150.00 |
| 41 | CDOT6020010 | CATCH BASINS, TYPE A, 4 FT DIAMETER, TYPE I FRAME, OPEN LID (CITY OF CHICAGO) | EACH | 3 | 346500 | \$10,395,00 |
| 42 | **** | STORM SEWER, TYPE 2, 8 INCH, DUCTILE IRON PIPE (DIP), CLASS 52 | FOOT | 33 | (157.50 | 1 Em |

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| ITEM NO. | CODE NO. | DESCRIPTION | UNIT | ESTIMATED TOTAL QUANTITY | UNIT PRICE | TOTAL PRICE |
|-------------|----------|---|---------|--------------------------------|---------------|--------------|
| 43 | 60500205 | FILLING CATCH BASINS | EACH | 3 | \$ 210.ª | \$630.00 |
| 44 | **** | CATCH BASINS TO BE ADJUSTED | EACH | 70 | 1350,00 | \$ 24,500,00 |
| 45 | **** | MANHOLES TO BE ADJUSTED | EACH | 45 | \$550,00 | \$ 24750.00 |
| 46 | **** | MANHOLES TO BE ADJUSTED (SPECIAL) | ЕАСН | 9 | 1600° | \$5,400,00 |
| 47 | **** | INLETS TO BE ADJUSTED | ЕАСН | 15 | \$300,00 | \$4,500.00 |
| 48 | **** | VALVE VAULTS TO BE ADJUSTED | EACH | 6 | 1525.00 | \$3,150.00 |
| 49 | **** | WATER METER VAULTS TO BE ADJUSTED | EACH | 5 | 1210.00 | |
| 50 | **** | HANDHOLES TO BE ADJUSTED | EACH | 14 | \$500,00 | - 40 |
| 51 | **** | DOMESTIC WATER SHUT-OFF BOXES AND VALVE BOXES TO BE ADJUSTED | EACH | 12 | \$310,00 | \$2,520.00 |
| 52 | **** | ADJUSTING RING, METAL | EACH | 288 | \$150,00 | \$43,200.00 |
| 53 | **** | ADDITIONAL MASONRY | VERT FT | 11 | \$ 231.00 | |
| 54 | **** | FRAMES | EACH | 20 | 1920,00 | \$4,400,00 |
| 55 | **** | LIDS | EACH | 17 | 126.00 | \$ 2,142.00 |
| 56 | **** | LIDS, ADA COMPLIANT | EACH | 12 | (158.00 | \$1,896,00 |

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| ITEM NO. | CODE NO. | DESCRIPTION | UNIT | ESTIMATED TOTAL QUANTITY | UNIT PRICE | TOTAL PRICE |
|-------------|-------------|--|-------|--------------------------------|---------------|--------------|
| 57 | **** | FRAMES, SPECIAL | EACH | 12 | 430.00 | \$5,040,00 |
| 58 | **** | LIDS, SPECIAL | EACH | 5 | 315.00 | \$ 1,575,00 |
| 59 | CDOT6060020 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12 | FOOT | 17,260 | 133.00 | \$396,980,00 |
| 60 | 60601105 | CONCRETE CURB, TYPE M | FOOT | 719 | 121,00 | \$15,099,00 |
| 61 | 60600605 | CONCRETE CURB, TYPE B | FOOT | 1.179 | 15.75 | \$17,325.00 |
| 62 | 60618300 | CONCRETE MEDIAN SURFACE, 4 INCH | SQ FT | 6,418 | 14.75 | 430485.50 |
| 63 | 63000001 | STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS | FOOT | 63 | F50,00 | \$ 3,150.00 |
| 64 | 63200310 | GUARDRAIL REMOVAL | FOOT | 50 | \$10,00 | \$500,00 |
| 65 | 63301210 | REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE A | FOOT | 22 | 175.00 | \$3,850.00 |
| 66 | 72501000 | TERMINAL MARKER - DIRECT APPLIED | EACH | 12 | \$ 150.00 | \$1,800.00 |
| 67 | **** | BOLLARD REMOVAL | EACH | 4 | 10000 | \$ 400,00 |
| 68 | **** | SINGLE END SECTION | EACH | 12 | 1000 | \$1,200,00 |
| 69 | 66900200 | NON-SPECIAL WASTE DISPOSAL | CU YD | 96 | \$ 60.00 | \$5,760.00 |
| 70 | 66900450 | SPECIAL WASTE PLANS AND REPORTS | LSUM | 1 | 5000° | \$ 2,500,00 |

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SCHEDULE OF PRICES ARTERIAL STREET RESURFACING SOUTH AREA - PROJECT NO.: 81 C.D.O.T. PROJECT NO.: B-4-154 SPECIFICATION NO.: 565290

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

| ITEM NO. | CODE NO. | DESCRIPTION | UNIT | ESTIMATED TOTAL QUANTITY | UNIT PRICE | TOTAL PRICE |
|-------------|-------------|--|--------|--------------------------------|---------------|--------------|
| 71 | 66900530 | SOIL DISPOSAL ANALYSIS | EACH | 19 | \$1,000. | \$19,000.00 |
| 72 | **** | SHORT-TERM PAVEMENT MARKING - LINE 4" | FOOT | 45,075 | .854 | \$ 38 313.75 |
| 73 | **** | SHORT-TERM PAVEMENT MARKING - LETTERS AND SYMBOLS | SQ FT | 1,586 | \$ 1,50 | \$2,379.00 |
| 74 | CDOT6700010 | ENGINEER'S FIELD OFFICE | CAL MO | 12 | \$1,000.a | \$12,000.00 |
| 75 | 67100100 | MOBILIZATION | LSUM | 1 | \$50,000 | \$50,000.00 |
| 76 | 70300150 | SHORT TERM PAVEMENT MARKING REMOVAL | SQ FT | 2,254 | \$1.00 | \$2,254,00 |
| 77 | 70300210 | TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS | SQ FT | | \$2.00 | \$1,478,00 |
| 78 | 70300220 | TEMPORARY PAVEMENT MARKING - LINE 4" | FOOT | 28,339 | .204 | \$ 5,667,80 |
| 79 | 70300240 | TEMPORARY PAVEMENT MARKING - LINE 6" | FOOT | 5,079 | .304 | \$1,523.70 |
| 80 | 70300260 | TEMPORARY PAVEMENT MARKING - LINE 12" | FOOT | 723 | .504 | \$361.50 |
| 81 | 70300280 | TEMPORARY PAVEMENT MARKING - LINE 24" | FOOT | 7,854 | \$1.00 | \$7,854.00 |
| 82 | 78000100 | THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS | SQ FT | | \$3.25 | \$ 18,430,75 |
| 83 | 78000200 | THERMOPLASTIC PAVEMENT MARKING - LINE 4" | FOOT | 141,674 | .52¢ | \$73,670,49 |
| 84 | 78000400 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | FOOT | 25,368 | ,724 | \$18,264.46 |

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SCHEDULE OF PRICES ARTERIAL STREET RESURFACING SOUTH AREA - PROJECT NO. 81 C.D.O.T. PROJECT NO.: B-4-154 SPECIFICATION NO.: 565290

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

| ITEM NO. | CODE NO. | DESCRIPTION | UNIT | ESTIMATED TOTAL QUANTITY | UNIT PRICE | TOTAL PRICE |
|-------------|----------|---|-------|--------------------------------|---------------|--------------|
| 85 | 78000600 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | FOOT | 3,607 | \$1,45 | \$ 5,230 15 |
| 86 | 78000650 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | FOOT | 39,253 | 13,00 | \$125,609.60 |
| 87 | 78008200 | POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS | SQ FT | 250 | 14.30 | \$1,075.00 |
| 88 | 78008210 | POLYUREA PAVEMENT MARKING TYPE I - LINE 4" | FOOT | 3,083 | ,724 | \$2,219,76 |
| 89 | 78008230 | POLYUREA PAVEMENT MARKING TYPE I - LINE 6" | FOOT | 484 | 11.07 | \$517,88 |
| 90 | 78008250 | POLYUREA PAVEMENT MARKING TYPE I - LINE 12" | FOOT | 23 | 2.14 | \$49.22 |
| 91 | 78008270 | POLYUREA PAVEMENT MARKING TYPE I - LINE 24" | FOOT | 723 | 4.30 | \$3,108.90 |
| 92 | X0327979 | PAVEMENT MARKING REMOVAL - GRINDING | SQ FT | 2,217 | 1,00 | \$2,217.00 |
| 93 | **** | CURB AND MEDIAN PAINTING | FOOT | 3,995 | 10.05 | \$8,988.75 |
| 94 | 72000100 | SIGN PANEL - TYPE 1 | SQ FT | 380 | \$17.00 | \$6,460.00 |
| 95 | X2600009 | SIGN PANEL - TYPE 1 - RETROREFLECTIVE - TYPE A - DOUBLE-SIDED | SQ FT | 86 | \$35°00 | \$3.010.00 |
| 96 | **** | SIGN SUPPORT POST, DIG METHOD | EACH | 2 | \$280.00 | \$ 560,00 |
| 97 | **** | SIGN SUPPORT POST, DRILL METHOD | EACH | | F255.00 | \$16,320.00 |
| 98 | X2600007 | REMOVE AND SALVAGE SIGN PANEL | EACH | 31 | ₹55.00 | \$ 1,705.00 |

Federally Funded -Non FTA

Book 2 -Instructions and Execution Documents

revised Feb 2017

SCHEDULE OF PRICES ARTERIAL STREET RESURFACING SOUTH AREA - PROJECT NO. 81 C.D.O.T. PROJECT NO.: B-4-154 SPECIFICATION NO.: 565290

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

| ITEM NO. | CODE NO. | DESCRIPTION | UNIT | ESTIMATED TOTAL QUANTITY | UNIT PRICE | TOTAL PRICE |
|-------------|----------|--|-------|--------------------------------|---------------|-------------|
| 99 | **** | REMOVE AND SALVAGE SIGN PANEL AND POLE ASSEMBLY | EACH | 29 | 3 78,0 | \$ 2,262.00 |
| 100 | X2600011 | REMOVE AND RELOCATE SIGN PANEL | EACH | 55 | 110.00 | \$6,050,00 |
| 101 | X2600012 | REMOVE AND RELOCATE SIGN PANEL AND POLE ASSEMBLY | EACH | 29 | 140,ª | \$4,060,00 |
| 102 | **** | REMOVE AND RELOCATE POLE ASSEMBLY | EACH | 22 | 140.ª | \$3,080,00 |
| 103 | X0320586 | FLEXIBLE DELINEATORS | EACH | 146 | 75.00 | \$10,950.00 |
| 104 | 88600600 | DETECTOR LOOP REPLACEMENT | FOOT | 3,029 | 33400 | 490000 |
| 105 | **** | TRAFFIC CONTROL COMPLETE | LSUM | 1 2 | 63000 | \$53,000.00 |
| 106 | X6061902 | CONCRETE MEDIAN, TYPE SM (SPECIAL) | SQ FT | 1,931 | \$ 7.00 | \$13,517,00 |
| 107 | Z0033700 | LONGITUDINAL JOINT SEALANT | FOOT | 211,557 | 2.40 | \$507,736. |
| 108 | X0327611 | REMOVE AND REINSTALL BRICK PAVER | SQ FT | 110 | 120,00 | \$2,200,00 |
| 109 | X2600013 | IN-STREET SIGNAGE | EACH | 22 | 575.ª | \$12,650,00 |
| 110 | X4060995 | TEMPORARY RAMP, SPECIAL | SQ YD | 1,852 | 23,00 | |
| 111 | Z0048665 | RAILROAD PROTECTIVE LIABILITY INSURANCE | LSUM | 1 | 7500.0 | \$7,500.00 |
| 112 | **** | RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10) | LSUM | 1 | 7500, | \$7,500.00 |

72,694

SCHEDULE OF PRICES ARTERIAL STREET RESURFACING SOUTH AREA - PROJECT NO. 81 C.D.O.T. PROJECT NO.: B-4-154 SPECIFICATION NO.: 565290

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

| ITEM NO. | CODE NO. | DESCRIPTION | UNIT | ESTIMATED TOTAL QUANTITY | UNIT PRICE | TOTAL PRICE |
|-------------|----------|-------------------------------|-------|--------------------------------|---------------|--------------|
| 113 | Z0030850 | TEMPORARY INFORMATION SIGNING | SQ FT | 572 | 15.00 | \$8,580.00 |
| | | | | TOTAL BA | SE BID: | 8 624 273.45 |

& Grow Total 8,024,273.45 **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 must, before submitting its bid, carefully examine the proposal, plans, specifications, contract documents and bonds. The bidder must inspect in detail the site of the proposed work and become familiar 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 her 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.

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, 1st Floor, 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 60 calendar days after said advertised closing time for the receipt of proposals nor shall the successful bidder withdraw or cancel or modify his 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 act 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 her 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 her 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.

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 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 hersole 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 must either (1) submit with the bid a current and valid Illinois Department of Transportation (IDOT) 'Certificate of Eligibility' issued by IDOT as a result of filing with IDOT an APPLICATION FOR PREQUALIFICATION: STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION showing prequalification in the required work categories, or (2) if the bidder has not been issued an applicable IDOT 'Certificate of Eligibility,' bidder must 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 Statement 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, Room 103 City Hall, 121 North LaSalle Street, Chicago, Illinois, 60602, 312-744-9773 or may be obtained online: http://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/forms_and_standardagree ments.html

Failure to submit an IDOT 'Certificate of Eligibility' or alternatively 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.

When submitting a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION it must be in a PDF format on a labeled CD-ROM that contains complete and all information in a single file. Paper submissions of this STATEMENT are no longer permissible. Additionally include an e-mail address for the Department of Procurement Services to acknowledge receipt of this STATEMENT which will be kept on file by the Chief Procurement Officer as a representative statement for a period of one year only. The Department of Procurement Services no longer issues a financial rating statement or certificate. The financial Statement information must be sent to, DEPARTMENT OF PROCUREMENT SERVICES, Room 806 City Hall, 121 North LaSalle Street, Chicago, Illinois, 60602.

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 806, 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

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.

21. Disadvantaged Business Enterprise Commitment

The attention of bidders is directed to the Special Condition Regarding Disadvantaged 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 Disadvantaged Business Enterprises. Appropriate Schedules must be completed and executed by the bidder in submitting a proposal. Refer to Book 1.

22. Bidders List Information - The following language is included in all bids or proposals:

Information/Documentation required at the time of bid opening or submission of proposals:

Pursuant to 49 CFR Section26.11, the City is required to maintain a bidder's list, consisting of all firms bidding or proposing on prime contracts and bidding or quoting subcontracts. The bidder/proposer is requested to provide a list of all DBE and non-DBE subcontractors who bid or quote price information on this Contract. Failure to cooperate may result in the bidder/proposer being deemed non-responsible in this and future bids.

23. 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 806, 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 ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the contract.

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.

24. Bidder's Affidavit (Anti-collusion)

The attention of bidders is called to the following quotation from a <u>Federal Highway</u> Administration memorandum pertinent to this contract:

23 U.S.C. 112(c) requires, as a condition precedent to approval by the Commissioner of the Department of Transportation of the Contract for this work, that there be filed a sworn statement executed by, or on behalf of, the person, firm, association, or

corporation to whom such Contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before a person who is authorized by the laws of this state to administer oaths.

The affidavit referenced above is included as part of the City of Chicago Economic Disclosure Statement and Affidavit, instructions for completing are included below.

25. Multi-Project Labor Agreement (PLA)

The City has entered into a Project Labor Agreement ("PLA") with various trades regarding projects involving construction, demolition, maintenance, rehabilitation and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at:

 $\frac{http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLA and Signatory Unions.pdf.$

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.

26. Prevailing Wage Rates

Davis-Bacon Act: The Contractor agrees to comply and assures compliance with the requirements of 49 U.S.C. 5333(a), the Davis-Bacon Act, 40 U.S.C. 276 a(7), and implementing U.S. DOL regulation, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5. In addition to other requirements that may apply, the Contractor agrees to pay wages to laborers and mechanics performing contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week.

Contractor is responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the Department of Labor, at the time the Work is performed. If the Department of Labor revises the prevailing rate of hourly wages to be paid for the Work before completion of the Project, the revised rate will apply to this Contract from the effective date of the revision, but the revision will not entitle Contractor to any increased compensation under the terms of this Contract.

Prevailing wages are incorporated into the Contract by reference. Current Prevailing Wages may be found at: http://www.wdol.gov/dba.aspx

The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for Subcontractor work under the Project, and agrees to refrain from awarding any affected subcontract until the subcontractor agrees to the required wage determination. The Contractor further agrees to report to USDOT or FHWA every suspected or reported violation of the Davis-Bacon Act or its Federal implementing regulations

All Contractors and Subcontractors rendering services under a Contract for the construction of a public work must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

LICENSING OF GENERAL CONTRACTORS

| 4-36-010 | Definitions. |
|----------|---|
| 4-36-020 | License – Required. |
| 4-36-030 | License classifications. |
| 4-36-040 | License – Posting – Nontransferability. |
| 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 | Reserved. |
| 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. |
| 4-36-145 | License suspension pending final adjudication of a bribery charge. |
| 4-36-150 | License – Suspension or 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:

"Act related to general contracting" means: (1) any activity requiring a license under this chapter; or (2) any conduct regulated by this chapter; or (3) any activity requiring a building permit issued under Chapter 13-32 of this Code; or (4) any duty or other requirement imposed by this chapter; or (5) any inspection of a building or premises or performance of other legal or work-related duty by a city inspector, city personnel or other government official in connection with: (i) the issuance of a general contractor license under this chapter, or (ii) the issuance of a

building permit under Chapter 13-32 of this Code, or (iii) for the purpose of enforcing the requirements of the building code, zoning code or any other law regulating building construction or the health or safety of construction site workers, of the current or eventual users or occupants of a building or premises or of the general public.

"Building code" has the meaning ascribed to the term in Section 1-4-090.

"City" means the City of Chicago.

"City personnel" means any person employed by the City of Chicago.

"City inspector" means any person authorized by the City of Chicago to conduct an inspection.

"Department" means the department of buildings.

"Commissioner" means the commissioner of buildings.

"Controlling person" means any person who: (1) is an officer, director, partner, general partner, limited partner, manager, managing member or member of any entity seeking or holding a license under this chapter; or (2) owns, directly or indirectly through one or more intermediate ownership entities, 25 percent or more of the interest in the licensee or applicant, as applicable.

"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.

"Knowingly", with respect to a material fact, means (i) having actual knowledge of the material fact; or (ii) being aware of facts or information that would cause a reasonable person to have actual knowledge of the material fact; or (iii) acting in deliberate ignorance or reckless disregard of the truth or falsity of the material fact.

"Licensee" means any person licensed or required to be licensed under this chapter.

"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.

"Zoning code" has the meaning ascribed to the term in Section 1-4-150.

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 excavators license issued pursuant to Chapter 4-196 of this Code, 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 \$10,000,000.00.

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 \$5,000,000.00.

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 \$2,000,000.00.

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 \$500,000.00.

4-36-040 License – Posting – Nontransferability.

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. No transfer of ownership shall be allowed on any license issued under this chapter.

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, business email 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, e-mail address and telephone number of the applicant's principal office or place of business;
 - (2) The date and state of incorporation;
 - (3) The full name, title, residence address, e-mail address and residence telephone number of all controlling persons;
 - (4) Proof that all corporate officers and controlling persons 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 or limited liability company:

- (1) The name, address, e-mail address and telephone number of the applicant's principal office or place of business;
- (2) The full name, title, residence address, e-mail address and residence telephone number of all partners, if a general partnership; of all general and limited partners, if a limited partnership; of all managers, managing members and members, if a limited liability company; and of all controlling persons;
- (3) Proof that all partners, managers, managing members, members and controlling persons 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 and each controlling person 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) The date of birth, and social security number or other acceptable identifier, of each natural person named in the license application;
- (L) A statement as to whether the applicant or any controlling person has ever been convicted, 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 or criminal offense of whatever degree involving bribery, and if so, the details surrounding each such conviction;
- (M) A statement as to whether the applicant or any controlling person is currently under indictment or has been charged under any State or Federal law with the crime of bribery; and
 - (N) Any other information that the commissioner may require.

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

For purposes of this section, a post office box shall not suffice as an address.

4-36-060 License issuance and renewal prohibited when.

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

- (A) Any person whose license under this chapter has been revoked for cause at any time within the last four years;
- (B) Any person 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 person who is under the age of 18;
- (D) Any person who has been convicted, 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 or criminal offense of whatever degree involving bribery, unless, upon request of such person, the commissioner determines that such person has been substantially rehabilitated to warrant the public trust. The burden of proof of substantial rehabilitation shall be on the person seeking such rehabilitation; and
- (E) Any person who is currently under indictment or has been charged under any State or Federal law with the crime of bribery.

The above prohibitions and requirements shall apply to the licensee and to all controlling persons.

Eligibility for issuance of a license under this chapter shall be a continuing requirement for maintaining a license under this chapter. Failure to maintain such eligibility may result in license suspension or revocation in accordance with the requirements of Section 4-4-280 of this Code.

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 on the face of the license.

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 with a credit rating of B+ or higher by A.M. Best Company, 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 (primary or umbrella) 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 (primary or umbrella) 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 \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate combined single limit, 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 \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate combined single limit, 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 E 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.

Each policy of insurance required under this section shall name the City of Chicago as an additional insured on a primary, noncontributory basis.

4-36-100 Reserved.

4-36-110 Unlawful acts.

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

- (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 or to direct, permit, encourage, assist, aid, abet or cause others to do work without first having obtained any permit required by this Code, or in violation of Section 13-12-050 of this Code;

- (C) To violate or to direct, permit, encourage, assist, aid, abet or cause others to violate any stop work order issued under this Code;
- (D) To hire any subcontractor or to direct, permit, encourage, assist, aid, abet or cause others 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 department of business affairs and consumer protection 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 department of business affairs and consumer protection;
 - (G) To fail to comply with the Workers' Compensation Act, as amended;
- (H) To fail to maintain any insurance required by law, including but not limited to workers' compensation insurance and automobile liability insurance;
- (I) To knowingly make or cause to be made a false statement of material fact on or in connection with a building permit application;
- (J) To knowingly submit or cause to be submitted in support of a building permit application any document containing false or fraudulent information;
- (K) To knowingly affix or cause to be affixed a false signature on a building permit application;
- (L) To bribe or attempt to bribe or cause others to bribe or attempt to bribe any building inspector, government official, city personnel or other person in connection with an act related to general contracting as defined in Section 4-36-010.
- (M) To knowingly engage or cause others to engage in any conduct in connection with a building permit application in violation of the Illinois Architecture Practice Act, the Illinois Professional Land Surveyor Act, the Illinois Professional Engineering Practice Act or the Illinois Structural Engineering Act, as amended.
- (N) To do work or to direct, permit, encourage, assist, aid, abet or cause others to do work in violation of the zoning code or in a manner that fails to conform to the minimum standards of health or safety set forth in this Code or in any other applicable law or that otherwise endangers the health or safety of construction site workers, or the current or eventual users or occupants of a building or premises or the general public.
- (O) To fail to comply with any requirement applicable to the contractor on a project as set forth in Article XIV of Chapter 11-4 of this Code.

The prohibitions set forth in subsections (A) through (O) of this section shall apply to the licensee and to all controlling persons.

4-36-120 Duties.

A licensee 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.
- 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 department of business affairs and consumer protection 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 department of business affairs and consumer protection 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.
- (D) To comply with all reasonable requests made by any authorized city official necessary or appropriate to implement the requirements of this chapter;
- (E) To cooperate fully with any authorized city official in any inquiry, inspection or investigation necessary or appropriate to implement the requirements of this chapter;
- (F) To keep a copy of the certificate of insurance required under Section 4-36-090 at the following locations: (1) the licensee's principal office or place of business, as identified in the license application; and (2) each construction site within the city managed or controlled by the licensee. Upon request, such copy of the certificate of insurance shall be made available for inspection by any city inspector or other authorized city official.

The duties set forth in this section shall apply to the licensee and to all controlling persons.

(G) If the licensee is engaged at a specific job site in the business of home repair, as defined in Section 4-6-280(a), to comply with the requirements set forth in paragraphs (2) through (6), inclusive, of Section 4-6-280(d) and in paragraphs (1) through (4), inclusive, of Section 4-6-280(c).

4-36-130 Permit privileges – Suspension for failure to correct defects in work.

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

For purposes of this section:

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

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

4-36-140 License – Immediate suspension based upon a pattern of substantial code violations.

If the commissioner of buildings determines that a licensee is engaging in or has engaged in a pattern of substantial code violations, the commissioner may order the temporary suspension of any license issued pursuant to this chapter for a period not to exceed ten days. Notice of the temporary suspension and the grounds for that suspension shall be immediately sent or delivered to the licensee. The licensee shall have an opportunity for a hearing before the department of business affairs and consumer protection prior to the expiration of the ten day temporary suspension. If the department of business affairs and consumer protection determines by a preponderance of the evidence that a pattern of substantial code violations exists, nothing in this

section shall prevent the department of business affairs and consumer protection 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.

4-36-145 License suspension pending final adjudication of a bribery charge.

If the commissioner has knowledge that a licensee under this chapter or any controlling person has been indicted or charged with any offense set forth in item (L) of Section 4-36-110 or with a similar offense under any State or Federal law and the commissioner determines that continued operation of the licensed business or activity may pose a threat to the public health, safety or welfare or may threaten to impair public confidence in the licensed business or activity, the commissioner may suspend the general contractor license of such licensee, in accordance with the requirements of Section 4-4-280, until final adjudication is made with respect to such offense. The subject matter of any hearing conducted under Section 4-4-280 shall be limited to determining (1) whether the licensee or any controlling person has, in fact, been indicted or charged with any offense set forth in item (L) of Section 4-36-110 or with a similar offense under any State or Federal law; and (2) whether such offense is connected in any way with an act related to general contracting; and (3) whether continued operation of the licensed business or activity may pose a threat to the public health, safety or welfare or may threaten to impair public confidence in the licensed business or activity. The burden of proving that continued operation of the licensed business or activity does not pose a threat to the public health, safety or welfare and does not threaten to impair public confidence in the licensed business or activity shall be on the licensee.

4-36-150 License – Suspension or revocation.

Any violation of this chapter or of the building code or of any regulation promulgated thereunder may result in license suspension or revocation in accordance with the requirements 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.

(Added Coun. J. 10-1-03, p. 9163, § 2.1)

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. 565290 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.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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 restraint of freedom of 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.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

MAT Construction Leasing, Inc.

| | (Print or Type) |
|--|--|
| SIGNATURE OF PRESIDENT*: (Or Authorized Officer) | Men Ot |
| TITLE OF GLOVE MODELS | (Signature) |
| TITLE OF SIGNATORY: | President (Print or Type) |
| BUSINESS ADDRESS: | |
| BUSINESS ADDRESS. | 4450 S Morgan Street, Chicago, IL. 60609 (Print or Type) |
| | oposal) is signed by other than the President, attach hereto a certified copy of |
| | or other authorization, such as a resolution by the Board of Directors, which |
| permits the person to sign the offer fo ATTEST: | Mellial Mal |
| | (Corporate Secretary Signature) |
| | (Affix Corporate Seal) |
| State of Illinois | |
| County of Cook | |
| This instrument was acknowledged before | ore me on this 3rd day of May , 2018 by Michael Tadin Ir as |
| President (or other authorized officer) a | and Debbie Tadin as Secretary of MAT Constuction Leasing oration |
| Name). Debbie Tadin | Inc |
| (Seal) world Me Tark | |
| Notary Public Signature | 200000000000000000000000000000000000000 |
| Commission Expires: 2-4-21 | DEBORAH M TADIN |
| | Official Seal |
| | Notary Public – State of Illinois My Commission Expires Feb 4, 2021 |
| | A |

NAME OF CORPORATION:

PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received **Specification No.** 565290 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 Joint Venture 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 Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

| JOINT VENTURE NAME: | |
|--|--|
| | (Print or Type) |
| JOINT VENTURE ADDRES | |
| | (Print or Type) |
| Illinois Revised Statutes 1965 (Registration Number: | · |
| | SSES OF ALL MEMBERS OF THE JOINT VENTURE nture do not sign, indicate authority of signatories by attaching copy of Joint Venture |
| agreement or other authorizing SIGNATURE OF Authorized I | document): |
| TITLE OF SIGNATORY: | (Signature) |
| TITLE OF SIGNATORY: | (Print or Type) |
| BUSINESS ADDRESS: | |
| ATTEST: | (Print or Type) |
| 71712077 | (Joint Venture Secretary Signature) |
| OR | (Affix Joint Venture Seal) |
| Joint Venturer Signature: | |
| | (Signature) |
| Address: | (Print or Type) |
| Joint Venturer Signature: | |
| Address: | (Signature) |
| Address. | (Print or Type) |
| Joint Venturer Signature: | (0') |
| Address: | (Signature) |

Book2 -Instructions and Execution Documents

Federally Funded -Non FTA

| State ofCounty of | | | |
|---|--------|----------------------------|-----------------|
| This instrument was acknowledged before me on this President (or other authorized officer) and Name). (Seal) | day of | , 20 by as Secretary of | as (Corporation |
| Notary Public Signature Commission Expires: | | | |

PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received Specification No. 565290 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.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

| (Print or Type) | |
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| nowledged before me on this day of, 20 by | as |
| rized officer) and as Secretary of | (Corporation |
| | |
| | |
| | (Print or Type) or an assumed name, provide County registration number herein under as provided in the 965 Chapter 96 Sec. 4 et seq. DRESSES OF ALL MEMBERS OF THE PARTNERSHIP do not sign, indicate authority of partner signatories by attaching copy of partnership izing document): (Signature) (Print or Type) (Signature) (Signature) |

PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received Specification No. 565290 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.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

| SIGNATURE OF PROPRIETOR: | | |
|---|---|-----------------|
| | (Signature) | |
| DOING BUSINESS AS: | (Print or Type) | |
| Business Address: | | |
| If you are operating under an assumed Illinois Revised Statutes 1965 Chapter 9 | (Print or Type) name, provide County registration number herein under as provided in the 6 Sec. 4 et seq. | |
| Registration Number: | int or Type) | |
| State of | | |
| This instrument was acknowledged bef President (or other authorized officer) Name). (Seal) | fore me on this day of 20 by and as Secretary of | a:a(Corporation |
| Notary Public Signature Commission Expires: | | |

PROPOSAL ACCEPTANCE

| Contract No. 78018 |
|---|
| Specification No. 565290 |
| Vendor Name: MAT Construction Leasing Inc. |
| Total Amount (Value): \$8,024,273.45 |
| Fund Chargeable: 018.0W16.0842125.0540.220540.0000.B4154763.000000.00000.00000 |
| 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. |
| Mayor Date Comptroller Date Chief Procurement Officer Date |



Affidavit of Availability For the Letting of 5/3/2018

2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

structions: Complete this form by either typing or using black lnk. "Authorization to Bid" will not be issued iless 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 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 | Awards Pending | 1 |
|--|-----------------|----|---|-----------|-------------------|----------------|
| Contract Number | 58817 | | | | 7 Wards 7 Criding | |
| Contract With | City of Chicago | 1. | | | | - |
| Estimated Completion Date | 2022 | | | | | 1 |
| Total Contract Price | 7,153,500.00 | | | | | Accumulated |
| Uncompleted Dollar Value if Firm is the Prime Contractor | 6,950,256.00 | | | | | Totals |
| Uncompleted Dollar Value if Firm is the Subcontractor | | | | | | \$6,950,256.00 |
| | | | | Total Val | ue of All Work | \$6,950,256.00 |

| List below the uncompleted dollar va subcontracted to others will be listed on the company. If no work is contracted, show | NONE. | orm. In a joint venti | are, list only that p | ortion of the work to | be done by your | Accumulated Totals |
|--|---------------|---|-----------------------|--|-----------------|--------------------|
| Earthwork | | | | | | |
| Portland Cement Concrete Paving | | | | | | |
| HMA Plant Mix | | | | | | |
| HMA Paving | | | | | | |
| Clean & Seal Cracks/Joints | | | | - | | |
| Aggregate Bases & Surfaces | | | | | | |
| Highway, R.R. and Waterway Structures | | | | | | |
| Drainage | | | | | | |
| Electrical | | | | | | |
| Cover and Seal Coats | | | | | | |
| Concrete Construction | | | | | | |
| Landscaping | | | | | | |
| Fencing | | | | 1 | | |
| Guardrail | | | | 1 | | |
| Painting | | | | | 1 | |
| Signing | | | | | | |
| Cold Milling, Planning & Rotomilling | | | | | - | |
| Demolition | | | | | | |
| Pavement Markings (Paint) | | | | | | |
| Other Construction (List) | | | | | | |
| Sawcutting | 6,950,256.00 | | | | | |
| Totals | \$6,950,256.0 | Total Control of the | | | | \$6,950,256.00 |

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.] \$6,950,256.00 |

SCHEDULE B: AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

(FTA, FHWA and FAA Funded Contracts)

Note: If <u>all</u> joint venturers are DBEs, a written joint venture agreement between the DBE venturers may be submitted in lieu of this form. In <u>all proposed joint ventures</u>, each DBE venturer must submit a copy of its current Letter of Certification.

ALL INFORMATION REQUESTED BY 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, ADDITIONAL SHEETS MAY BE ATTACHED.

| | l. | Address of joint venture: |
|----|-------|---|
| | | Phone number of joint venture: |
| | II. | Identify each non-DBE venturer(s): Name of Firm: Address: |
| | | Phone: Contact person for matters concerning DBE compliance: |
| | III. | Identify each DBE venturer(s): |
| | | Phone: Contact person for matters concerning DBE compliance: |
| | IV | Contact person for matters concerning DBE compliance: Describe the role(s) of the DBE venturer(s) in the joint venture: |
| | 1 V . | Describe the fole(s) of the DBL ventures(s) in the joint venture. |
| | | |
| V. | | Attach a copy of the joint venture agreement. In order to demonstrate the DBE venturer s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment (2) work items to be performed by the DBE s own forces; (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project. |
| | VI. | Ownership of the Joint Venture. |
| | | A. What are the percentage(s) of DBE ownership of the joint venture? DBE ownership percentage(s) Non-DBE ownership percentage(s) |
| | | DBE Construction Rev. 6/8/01 (dlh) |

Schedule B

| | Specify DBE 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: |
| | (b) Dollar amounts of anticipated on-going contributions: |
| : | 3. Contributions of equipment (specify types 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. Provide copies of <u>all</u> written agreements between venturers concerning this project. |
| (| 6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture: |
| or po | entrol of and Participation in the Joint Venture. Identify by name and firm those individuals who are, will be, responsible for, and have the authority to engage in the following management functions and licy decisions. (indicate any limitations to their authority such as dollar limits and co-signatory quirements.): |
| A. | Joint venture check signing: |
| ; | |
| В. | Authority to enter contracts on behalf of the joint venture: |
| C. | Signing, co-signing and/or collateralizing loans: |
| D. | Acquisition of lines of credit: |
| DBE Co | onstruction Rev. 6/8/01 (dlh) |

Schedule B

| _ | | | | | |
|------------------------|---|---|--|--|--|
| F. | . Negotia | ing and signing labor agreeme | | | |
| G. | Sup Maj Est | ment of contract performance. rvision of field operations: or purchases: mating: ineering: | (identify t | y name and firm onl | y): |
| I. Fi | inancial C | ontrols of joint venture: | | | |
| A. | . Which | rm and/or individual will be r | esponsible | or keeping the book | s of account? |
| В. | . Identify | the "managing partner," if any | | 141 | easure of their compansati |
| | | ine managing partner, man; | , and descr | be the means and me | casure of their compensati |
| | | managing parties, if any | | | casure of their compensati |
| C. | compai | thority does each venturer hates, financing institutions, supance of this contract or the wo | ive to comr pliers, subo | nit or obligate the of ontractors, and/or ot roject? | ther to insurance and bon |
| State | compar perform | thority does each venturer hates, financing institutions, supance of this contract or the wood | eve to comr pliers, subcork of this p | nit or obligate the of ontractors, and/or ot roject? | ther to insurance and bon- her parties participating in |
| State work or th | compare perform | thority does each venturer hates, financing institutions, supance of this contract or the wood | pliers, subcork of this p | nit or obligate the of ontractors, and/or ot roject? | ther to insurance and bon- her parties participating in |
| State work or th | e the app | thority does each venturer had les, financing institutions, suppance of this contract or the wood oximate number of operative is contract. Indicate whether nature. Non-DBE Firm | pliers, subcork of this p | nit or obligate the of ontractors, and/or of roject? (by trade) needed to employees of the page of th | ther to insurance and bonher parties participating in perform the joint venture non-DBE firm, the DBE for Joint Venture (number of |
| State work or th | e the app | thority does each venturer had les, financing institutions, suppance of this contract or the wood oximate number of operative is contract. Indicate whether nature. Non-DBE Firm | pliers, subcork of this p | nit or obligate the of ontractors, and/or of roject? (by trade) needed to employees of the page of th | ther to insurance and bonher parties participating in perform the joint venture non-DBE firm, the DBE for Joint Venture (number of |
| State work or th | e the app | thority does each venturer had les, financing institutions, suppance of this contract or the wood oximate number of operative is contract. Indicate whether nature. Non-DBE Firm | pliers, subcork of this p | nit or obligate the of ontractors, and/or of roject? (by trade) needed to employees of the page of th | ther to insurance and bonher parties participating in perform the joint venture non-DBE firm, the DBE for Joint Venture (number of |

Schedule B

Note: If <u>any</u> 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-DBE (number) Currently employed by DBE |
| В. | 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: |
| | se state any material facts of additional information pertinent to the control and structure of this 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 which may be awarded and for initiating action under federal or state laws concerning false statements.

DBE Construction Rev. 6/8/01 (dlh)

Schedule B

<u>Note</u>: If there are any changes in the information submitted after filing this Schedule B and before the completion of the joint venture's work on the project, 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 DBE Partner Firm | Name of Non-DBE Partner Firm |
|---|------------------------------|
| Signature of Affiant | Signature of Affiant |
| Name and Title of Affiant | Name and Title of Affiant |
| Date | Date |
| On this, 20 | _, the above-signed officers |
| (names of affiants) personally appeared and, known to me to be the that they executed the same in the capacity therei IN WITNESS WHEREOF, I hereunto set my har | • • |
| Signature of Notary Public | |
| My Commission Expire: | |
| | (SEAL) |

SCHEDULE C: LETTER OF INTENT FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

| Department Project Number: CDOT B-4-154 | | |
|--|--|---|
| Specification Number: 565290 | | |
| | | |
| From: Rulas Enterprises Company | | |
| (Name of DBE Firm) | | |
| To: MAT Construction Leasing, Inc. | and the City of Chicag | o; |
| (Name of Prime Contractor) | | |
| The DBE status of the undersigned is confirmed by the Chicago dated | on from the Illinois Department of a-DBE Joint Venture, then Letter le B and joint venture agreement escribed services or supply the for | of Transportation dated or of Certification from . |
| Pay Item No. / Description | Quantity / Unit Price | Total |
| * See Attached | - 1 | |
| | | - |
| | | |
| | Sub (or Grand) Total: | \$_2,694,931.66 |
| Partial Pay Items: (If any of the above items are passible contract dollar amount): | artial pay items, specifically desc | cribe the work and |
| The state of the s | | |
| | | |
| | | |
| 141000 | | |
| | Grand Total: \$ 2,69 | 94,931.66 |
| | | |

If more space is needed to fully describe the DBE firm's (or DBE/non-DBE joint venturer*s) proposed scope of work and/or payment schedule, attach additional sheets.

DBE Construction Rev. 6/8/01 (dlb)

Schedule C

| SUB-SUBCONTRACTING LEVELS |
|---|
| |
| 0 % of the dollar value of the DBE's subcontract that will be sublet to DBE contractors. |
| NOTICE: IF DBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK SPACE ABOVE. |
| NOTICE: IF MORE THAN TEN PERCENT (10%) OF THE VALUE OF THE DBE*s SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE ATTACHED TO THIS SCHEDULE. |
| Conditioned upon your execution of a contract with the City of Chicago, the undersigned will enter into a formal written agreement for the above described work with your firm as a Prime Contractor, and will do so within (3) three working days of your receipt of a signed contract from the City of Chicago. |
| NOTICE: THIS SCHEDULE (AND ALL ACCOMPANYING ATTACHMENTS) MUST BE SUBMITTED WITH ORIGINAL SIGNATURES. (Signatured Owner, President or Authorized Agent of DBE) |
| Osbaldo Fernandez / President Natue / Title (Print) |
| May 2, 2018 Date |
| (708) 354-4311 Phone |
| If proposing to perform as a DBE/non-DBE Joint Venture: |
| (Signature of Owner, President or Authorized Agent of non-DBE) |
| Name /Title (Print) |
| Date |

DBE Construction Rev. 6/8/01 (dlh)

Phone

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Rula's Enterprises Company

Osbaldo Fernandez 1030 S. La Grange, Ste. #4 La Grange, IL 60525

County: Cook

Email: Rulas_enterp@yahoo.com

Phone: (708) 354-4311 Fax: (708) 354-4312

Categories: Construction

NAICS

237310-Highway, Street, & Bridge Construction
237990-Other Heavy and Civil Engineering
Construction
238110-Poured Concrete
Foundation and Structure
Contractors

238910-Site Preparation

Contractors

Speciality

237310- PAVEMENT

PATCHING

SAWING CONCRETE

CURB & GUTTER,

SIDEWALKS

237990- DRAINAGE

238110- MISCELLANEOUS

CONCRETE

238910- MISC: DRAINAGE

CLEANING

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Version: 1.1.27.5458

SCHEDULE D: AFFIDAVIT OF PRIME CONTRACTOR

Regarding Disadvantaged Business Enterprises (DBEs) (FTA and FHWA Funded Projects)

Project NameArterial Street Resurfacing South Area Project No. 81 Department Project No: <u>C.D.O.T Project No B-4-154</u> Specification No: <u>565290</u>

| State of <u>Illinois</u> |) | |
|--|--|---------------------------|
| County (City) of Cook |) | |
| President and duly at (Title of Affiant) and that I have personally reviewed | the material and facts set forth in and su | |
| Names of DBE Firms | Type of Work to be Performed (in accordance with Schedule C's) | Credit Toward DBE Goal |
| Rolas Entagas Company | Concrete + adjustment e | \$ 2 (694 97). UG |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| ppp assessment and the control of th | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| - Hillings | | \$ |
| | | \$ |

Total DBE Credit: \$ 2,694 931,66

Schedule D

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

The undersigned will enter into formal written agreements with all listed DBE firms for work as indicated in this Schedule D and accompanying Schedules, and will enter into such agreements within five (5) 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 DBE Liaison Officer:

| Crais Ochellad | 847-404-0077 | | | |
|--------------------------------|---------------------------|---------------------|--|--|
| (Name- Please Print or Type) | (Phone) | V. U. W | | |
| | | | | |
| I DO SOLEMNLY DECLARE AND | | | | |
| CONTENTS OF THE FOREGOING DO | CUMENT ARE TRUE AND COR | RECT, AND THAT I AM | | |
| AUTHORIZED ON BEHALF OF THE PR | IME CONTRACTOR TO MAKE TH | IS AFFIDAVIT. | | |

| | MAT Construction Leasing, Inc. |
|---------------------------------------|---|
| | (Name of Prime Computer -Print or Type) |
| | ull t |
| | (Signature) |
| | Michael Tadin Jr |
| | (Name of Affiant) |
| | May 3, 2018 |
| | (Datc) |
| n this <u>3rd</u> day of <u>May</u> | , 20 18 , |
| e above signed officer, Michael Tadin | Jr. |
| | 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.

TNESS WHEREOF, I hereupto set my hand and seal. Notary Public Signature Seal DEBORAH M TADIN Official Seal Notary Public - State of Illinois My Commission Expires Feb 4, 2021

DBE Construction Rev. 6/8/01 (dlh)

SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS FHWA, FTA and FAA Funded Contracts

Project Name: <u>Arterial Street Resurfacing South Are</u>a Project No. 81 Specification #: <u>565290</u>

| I,on behalf ofMAT Constru | | |
|--|-----------|----|
| | me contra | |
| have either personally solicited, or permitted a duly authorized represer | | |
| to solicit, work for this contract from the following subcontractors which | | |
| and non-DBE subcontractors who bid or quoted price information on thi | s contrac | t. |
| Name of Subcontractor Sca Athchia Erroli | | |
| Address of Subcontractor | | |
| Contact Person | | |
| Status: DBE Certified? | _Yes | No |
| Type of Work Solicited | | |
| Years in Business (if available) | | |
| Annual Gross Receipts (if available) | | |
| Name of Subcontractor | | |
| Address of Subcontractor | | |
| Contact Person | | |
| Status: DBE Certified? | _Yes | No |
| Type of Work Solicited | | |
| Years in Business (if available) | | |
| Annual Gross Receipts (if available) | | |
| Name of Subcontractor | | |
| Address of Subcontractor | | |
| Contact Person | | |
| Status: DBE Certified? | _Yes | No |
| Type of Work Solicited | | |
| Years in Business (if available) | | |
| Annual Gross Receipts (if available) | | |
| Name of Subcontractor | | |
| Address of Subcontractor | | |
| Contact Person | | |
| Status: DBE Certified? | _Yes | No |
| Type of Work Solicited | | |
| Years in Business (if available) | | |
| Annual Gross Receipts (if available) | | |
| Name of Subcontractor | | |
| Address of Subcontractor | | |
| Contact Person | | |
| Status: DBE Certified? | _Yes | No |
| Type of Work Solicited | | |
| Years in Business (if available) | | |
| Annual Gross Receipts (if available) (dlh) (Rev. 6/8/01) | | |

From: Craig R. Ockerlund

Sent: Wednesday, May 02, 2018 8:13 AM

To: nickdynamicx@yahoo.com

Subject: FW: Arterial North

Nick,

on all of the above referenced projects especially concrete numbers MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ia?dl=0

Regards,

Craig R. Ockerlund, P.E.
MAT Construction Company, Inc.
Ph. 773-254-5435 (Office)

847-404-0077 (Cell)

From: Mike Byrne [mailto:mbyrne@matconstruction.com]

Sent: Tuesday, May 01, 2018 6:14 PM

To: Nicolas <nickdynamicx@yahoo.com>

Cc: Craig R. Ockerlund < crockerlund@marinacartage.com>

Subject: Re: Arterial North

Nicolas-

Craig Ockerlund (attached) is collecting proposals for the Arterial projects.

Thanks, Michael Byrne Project Manager

MAT Construction

From: Nicolas < <u>nickdynamicx@yahoo.com</u>>
Sent: Tuesday, May 1, 2018 1:59 PM
Subject: Arterial North

To: Mike Byrne < mbyrne@matconstruction.com >

My name is Nicolas Diaz from Dynamicx Enterprises, we are MBE-DBE, we are planing to bid the Arterial resurfacing projects North, can I have the contacts for the project if you are bidding this job

773-640-6635 Presidente Of Dynamicx Enterprises Nicolas Diaz

Sent from my iPhone

From: Craig R. Ockerlund

Tuesday, May 01, 2018 8:06 AM

'dean@whitelineconstruction.net'

Sent: To:

Subject:

Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

CONCRETE PRICING

Dean, 815-671-1907

bids (RFQ's) on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT this week and next week and would appreciate receiving subcontractor

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ja?dl=0

Regards,

Craig R. Ockerlund, P.E.
MAT Construction Company, Inc.
Ph. 773-254-5435 (Office)
847-404-0077 (Cell)

Sent: From: Craig R. Ockerlund

Tuesday, April 24, 2018 10:12 AM

'info@highwaysafetycorp.us'

<u>.</u>

Subject:

Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

TRAFFIC CONTROL & MISC.

To Whom It May Concern,

on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ja?dl=0

Regards,

Ph. 773-254-5435 (Office) MAT Construction Company, Inc. Craig R. Ockerlund, P.E. 847-404-0077 (Cell)

From: Craig R. Ockerlund

Sent: Monday, April 23, 2018 2:15 PM **To:** 'Sandy Mahoney'

To: 'Sandy Mahoney' Re: NORTH & SO!

Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

DETECTOR LOOPS

Sandy,

on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ja?dl=0

Regards,

Craig R. Ockerlund, P.E. MAT Construction Company, Inc.

Ph. 773-254-5435 (Office) 847-404-0077 (Cell)

Sent: From: Craig R. Ockerlund

Monday, April 23, 2018 1:55 PM

'Jim Waldschmidt'

ö

Subject: Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

LANDSCAPING

Jim,

on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ja?dl=0

Regards,

Ph. 773-254-5435 (Office) Craig R. Ockerlund, P.E. MAT Construction Company, Inc. 847-404-0077 (Cell)

From: Craig R. Ockerlund

T0: Sent: Monday, April 23, 2018 1:50 PM

'Alex Adcock'

Subject:

Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

LANDCAPING PRICING

Alex,

on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ja?dl=0

Regards,

Craig R. Ockerlund, P.E. MAT Construction Company, Inc.

Ph. 773-254-5435 (Office) 847-404-0077 (Cell)

From: Craig R. Ockerlund

Sent: Monday, April 23, 2018 1:47 PM **To:** 'Cheryl Foley'

'Cheryl Foley' Re: NORTH &

Subject:

DETECTOR LOOPS Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

Cheryl,

on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ja?dl=0

Regards,

Craig R. Ockerlund, P.E. MAT Construction Company, Inc. Ph. 773-254-5435 (Office)

847-404-0077 (Cell)

Sent: From: Craig R. Ockerlund

Monday, April 23, 2018 1:41 PM

Subject: 'Carlos Lopez'

<u>ö</u>

Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

CONCRETE PRICING

Carlos,

on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ja?dl=0

Regards,

Craig R. Ockerlund, P.E. MAT Construction Company, Inc. Ph. 773-254-5435 (Office) 847-404-0077 (Cell)

From: Craig R. Ockerlund

<u>ö</u> Sent: Monday, April 23, 2018 1:38 PM

'gpmiller@gpmiller.com'

Subject:

Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

CONCRETE PRICING

Dr. Gary Miller,

on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ia?dl=0

Regards,

Craig R. Ockerlund, P.E. MAT Construction Company, Inc.

Ph. 773-254-5435 (Office) 847-404-0077 (Cell)

Sent: From: Craig R. Ockerlund

Monday, April 23, 2018 11:43 AM

marklong@d2ktraffic.com

Subject: <u>ö</u>

Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

TRAFFIC CONTROL & MISC.

Mark,

on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ja?dl=0

Regards,

Ph. 773-254-5435 (Office) Craig R. Ockerlund, P.E. MAT Construction Company, Inc. 847-404-0077 (Cell)

From: Craig R. Ockerlund

Sent: <u>ö</u> Monday, April 23, 2018 11:37 AM

Harendra Mangrola

Subject:

Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

CONCRETE PRICING

Harendra,

on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ja?dl=0

Regards,

Craig R. Ockerlund, P.E. MAT Construction Company, Inc. Ph. 773-254-5435 (Office) 847-404-0077 (Cell)

From: Craig R. Ockerlund

Sent: Monday, April 23, 2018 11:33 AM

'humirconstruction@yahoo.com'

To: Subject:

Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

CONCRETE PRICING

Juan,

on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ja?dl=0

Regards,

Craig R. Ockerlund, P.E. MAT Construction Company, Inc.

Ph. 773-254-5435 (Office) 847-404-0077 (Cell)

Craig R. Ockerlund

Monday, April 23, 2018 11:31 AM

rulas_enterp@yahoo.com

<u>.</u> Sent: From:

Subject: CONCRETE PRICING Re: NORTH & SOUTH ARTERIALS (due May 3. 2018) and FAR SOUTH & CENTRAL ARTERIALS (due May 8, 2018) - ITEMIZED

on all of the above referenced projects. MAT Construction Leasing Company, Inc. is bidding on all of the arterial streets for CDOT next week and would appreciate receiving subcontractor bids (RFQ's)

Plans and specs can be downloaded from the following link:

https://www.dropbox.com/sh/26sw3o95t1rm5j9/AACtPtZgQkTaQP185tTLLh5ja?dl=0

Regards,

Ph. 773-254-5435 (Office) MAT Construction Company, Inc. Craig R. Ockerlund, P.E. 847-404-0077 (Cell)

STATUS REPORT OF DBE CONTRACT PAYMENTS

(FTA & FHWA Contracts)

| CTATE OF | | Department Project N | Jo.: |
|--|---|--|--|
| STATE OF:) | | | |
| COUNTY (CITY) OF: |) | | |
| In connection with the above-cap | | | |
| I HEREBY DECLARE AND AF | FIRM that I am the | (Title – Print or Type) | |
| and duly authorized representative | /e of | | |
| • | | (Name of Company - Print or Ty | pe) |
| (Address of Company) | | () | one) |
| and that the following Disadva | 1.5 | ` | ' |
| furnished, or are furnishing and above referenced project; that the opposite their names for materia of all such DBEs and of the amount | preparing materials here is due and to be lor labor as stated; a unts paid, due, and to | for, and have done or ecome due them, respend that this a full, true become due to them: | are doing labor on the ectively the amounts set and complete statement |
| | DS/SERVICES ROVIDED | AMOUNT OF CONTRACT | AMOUNT PAID TO DATE |
| 1 | \$ | CONTRACT | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| TOTAL AMOUNT PA | ID TO DBEs TO DA | ATE: \$ | |

(Revised November 27, 2000)

Status Report of DBE (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: | |
| Name of Affiant: | · |
| Date:(Print or Type) | |
| | |
| State of County (City) of | |
| by as | ed before me on (date) (name/s of person/s) (type of authority, e.g., officer, trustee, etc.) (name of party on behalf of whom instrument |
| | Signature of Notary Public |
| (Seal) | |
| | |
| | |
| (Revised November 27, 2000) | |

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

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

Checiev the type of MATERIAL CTO DE DISPOSED OF

| SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF: |
|--|
| Organic Non-Toxic Waste Asphalt Grindings |
| |
| LEGAL NAME OF LANDFILL/DISPOSAL SITE: |
| Laraway RFD AT Asphalt, LLC |
| (The Contractor must provide to the commissioner of his/her designated representative with copies of al dump tickets, manifests, etc.) |
| LOCATION ADDRESS: 21233 W Laraway Road, Joilet, IL 2010 S Damen Ave, Chicago, IL.815 |
| PHONE. (2) 815) 433-5120 |
| © 773 245-5435 CONTACT PERSON: ©Eve Kaquatash, Michael Tadin Jr. |
| |

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.



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 126880 Date of This Filing:05/01/2018 03:15 PM

Original Filing Date:05/01/2018 03:15 PM Certificate Printed on: 05/01/2018

Disclosing Party: MAT Construction Leasing, Title:Vice President

Inc.

Filed by: Mr. Craig Ronald Ockerlund

Matter: Arterial Resurfacing Projects

Applicant: MAT Construction Leasing, Inc.
Specification #: 565290 South Arthroads

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting

http://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City. but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

Return With Bid

OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENT

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

| Contract No.: | R4-15- | | - | 8 |
|---------------|--------------------|--------------|------------|-------------------------------|
| Company Na | me: MAT | Construction | a Like | 25, 1nc |
| Contractor's | Option: | | | |
| Is your compa | ny opting to inclu | ıde this spe | cial provi | sion as part of the contract? |
| | Yes 🖳 | No | | |
| Signature: | Mana | A | | Date: 5/2/2018 |

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. _____ and Specification No. _____ ("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.

Revised 6/4/14 81



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MAT CONSTRUCTION LEASING, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 26, 1999, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1811502010 verifiable until 04/25/2019
Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 25TH day of APRIL A.D. 2018 .

Desse White

SECRETARY OF STATE

CLARIFICATION NO. 1

Arterial Street Resurfacing: 79 - North, 80 - Central, 81 - South and 82 - Far South Areas Specification No. 565229, 565254, 565290 and 565313

79 - North (565229) and 81 - South bids (565290) will be opened in the office of the Department of Procurement Services, Bid & Bond Room 103, City Hall, 121 N. LaSalle St., Chicago, IL 60602, on Thursday May 03, 2018 at 11:00 a.m., Chicago time

80 - Central (565254) and 82 - Far South bids (565313) will be opened in the office of the Department of Procurement Services, Bid & Bond Room 103, City Hall, 121 N. LaSalle St., Chicago, IL 60602, on

Tuesday May 08, 2018 at 11:00 a.m., Chicago time

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

CLARIFICATION

Clarifications for Arterial Resurfacing Projects: Project No. 80-CENTRAL Area (Specification No. 565254)

 Can you provide a Staging/MOT plan that will be acceptable to the City of Chicago permit office for all the work on LSD?

CDOT Response: The contractor should anticipate Lake Shore Drive to have staged construction per Detail Specifications Book 3 under Item 106 TRAFFIC CONTROL COMPLETE. Staging/MOT plans will be determined when permits are applied for.

Will lane closures on LSD be allowed to remain up over night?

CDOT Response: The contractor should anticipate Lake Shore Drive to have staged construction per Detail Specifications Book 3 under Item 106 TRAFFIC CONTROL COMPLETE. Twenty-four hour lane closures for Lake Shore Drive will not be permitted.

- What will be the work hour restrictions that we should consider on the LSD segments?
 CDOT Response: The contractor should anticipate Lake Shore Drive to have staged construction per Detail Specifications Book 3 under Item 106 TRAFFIC CONTROL COMPLETE. Work on Lake
 - Shore Drive should be performed at non-peak travel hours.
- Are there any other construction projects or events that we should be aware of while developing pricing for the LSD work?
 - **CDOT Response:** All work performed on Lake Shore Drive must be coordinated with other construction projects and specials events with the permitting office.
- · Plans show ADA ramps to be constructed at Randolph & LSD, Monroe & LSD. Thorium could be an issue. Can you identify the line items that will cover Thorium monitoring, delays, and disposal if necessary?

CDOT Response: Thorium monitoring and disposal work will be performed by the Department of Fleet and Facility Management with coordination with CDOT.

Spec. No: 565229, 565254, 565290 and 565313

If Thorium is deemed to be above allowable limits and area needs to be covered back up after removals of pavement or sidewalk, how would these efforts be compensated for?

CDOT Response: The Contractor will not be compensated since Department of Fleet and Facility Management will perform the Thorium monitoring and disposal work.

• There is a note on Sheet 9 that calls out a requirement that the contractor is to determine the thickness of the existing HMA surface prior to performing any work. Would one core in each direction be sufficient? Does this note also apply to the lower level and ramp work?

CDOT Response: Exact number of cores will be determined by Commissioner before construction begins. This note also applies to lower level and ramp work. The purpose of cores is to determine the thickness of pavement such that the bridge concrete deck will not be damaged during milling.

In the AR-Central project plans, the typical sections on sheet 9 from Grand Ave to Randolph St. are labeled as Mainline and Ramp sections. Are all the areas on the lower level considered ramp or mainline?

CDOT Response: Consider the lower level areas as ramps.

It is documented that a waterproof membrane exists on all the elevated structure, is the same true on the lower level work?

CDOT Response: The contractor should anticipate waterproof membrane for all elevated structures and lower level work.

• Do we need to close down the lower level roadways while milling on the upper level roadways since the bottom of the upper deck shows that material has fallen off in the past?

CDOT Response: Contractors shall anticipate lane closures for lower level roadways while milling on the upper level roadways.

• There are approximately 23 bridge joints in each direction of the upper level. The traffic count shows more than 100,000 cars per day. Is temporary ramping with cold patch an acceptable condition between the milling and paving operations if we need to open the roadway up to the public while work is not going on?

CDOT Response: Leveling binder hand method is an acceptable material for ramping at bridge joint locations.

• Will the contractor need to take over maintenance of the surveillance and detector loops on LSD until accepted back by IDOT?

CDOT Response: Yes. See Detail Specifications Book 3 under Item 114 INDUCTION LOOP and Item 115 ELECTRICAL CABLE IN CONDUIT, 4C/NO. 18 SHIELDED LOOP LEAD-IN.

• The Table Summary of quantities indicates 3 Catch basins being installed on 3 different streets. The plan sheets are not showing where they are to be installed. Can you provide more information where the catch basins will be required?

CDOT Response: Catch basins will be installed at locations as directed by the Commissioner.

 Since there are not any sewer connection types of line items can we assume we are tying into existing sewer laterals? If not and we are tying into the main, what is the depth of the main?

CDOT Response: Field conditions may vary. Catch basins may be installed at locations in order to maintain curb flow. Connections to existing laterals or the main lines will be installed at locations as directed by the Commissioner.

Spec. No: 565229, 565254, 565290 and 565313

Clarifications for Arterial Resurfacing Projects:

Project No. 79-NORTH Area (Specification No. 565229)

Project No. 80-CENTRAL Area (Specification No. 565254)

Project No. 81-SOUTH Area (Specification No. 565290)

Project No. 82-FAR SOUTH Area (Specification No. 565313)

What is the expected Date of Award?

CDOT Response: It is not possible for the City to predict the contract award date. To help expedite award of State and Federal Funded contracts, there have been recent changes in the contract award process which will eliminate IDOT approval as part of DPS contract award, provided the bids meet certain criteria. Additionally, there are tasks in the contract award process that must be completed by the low bidder before the contract can be awarded. The amount of time that the low bidder takes to complete these tasks directly impacts the award date.

What is the anticipated turn-around time for test results for prime coat testing?
 CDOT Response: Test results will be provided as soon as possible. These test results should have no impact on construction schedule provided the results are favorable. The contractor will not be allowed addition time due to material testing.

· How soon will patching be marked following milling?

CDOT Response: The contractor must include time for layout of pavement patching in their CPM schedule for approval by CDOT.

• What length of time should the contractor count on for a Permit turn-around time? CDOT Response: The duration time for permit issuance is highly dependent on the contractor's ability to accurately complete all information in the permit application, provide proof of insurance, and be licensed for work in the public way. All locations in these contracts have been reviewed with CDOT's Project Coordination Office. CDOT will work to expedite permit issuance.

- Can we expect our Schedule to be affected by City conflicts, city events, and utility work?
 CDOT Response: Yes.
- Will there be time accounted for to procure RR Insurance requirements after the award?
 CDOT Response: The Contractor must meet project milestones regardless of the insurance requirements involved.
- What time should be accounted, for Private Utility adjustments?
 CDOT Response: Please refer to Chapter XVI.B. Protection of Persons and Property in Contract Specifications Book 1 Terms and Conditions for Construction.
- It is our understanding that there will not be a fee in terms of parking meter removal or lost revenue. Please confirm. If there will be a fee, what is the fee that we should add to the bid?
 CDOT Response: Please refer to Chapter X.C. Parking Meter Removal and Replacement of the Contract Specifications Book 1 Terms and Conditions for Construction.

Spec. No: 565229, 565254, 565290 and 565313

It is our understanding that there is a fee required to draw water from City of Chicago Fire Hydrant.
 Please confirm.

CDOT Response: Please refer to Chapter X.A. **Water System Work and Usage** of the Contract Specifications Book 1 – Terms and Conditions for Construction.

It is our understanding RPZ's are required to draw from a FH and that the RPZ's must be inspected and pass a DWM Backflow preventer test. Please confirm.

CDOT Response: Please refer to Chapter X.A. **Water System Work and Usage** of the Contract Specifications Book 1 – Terms and Conditions for Construction.

 Will there be any street that will have restricted working hours to NIGHT Time or Saturday/Sunday work?

CDOT Response: The Contractor should anticipate Lake Shore Drive construction work to be performed during non-peak travel times.

 Please itemize/describe any other "Omissions" for any type of work that are not shown on the Construction Plans?

CDOT Response: All omissions cannot be shown because utility coordination is an on-going process. At this time, CDOT does not anticipate any omissions for utility conflicts in excess of an intersection in size.

• Can the side street returns be better defined?

CDOT Response: Typical limits of resurfacing will be contained to as most the radius return of side streets and may just pave straight through side streets. For pavement markings, crosswalks and stop bars on all cross streets will be included. Additional markings on side streets beyond stop bars will not be included.

Please identify if any of the streets will need to be staged due to Utility Conflicts or City Events.
 CDOT Response: These streets cannot be confirmed as of current because utility coordination and city event coordination is an on-going process.

Spec. No: 565229, 565254, 565290 and 565313