

CONTRACT FOR SERVICE

DOCUMENT NO. 11-53-143



**HIGH PERFORMANCE COLD PATCH
FOR
COOK COUNTY HIGHWAY DEPARTMENT**

WITH: OGDEN AVENUE MATERIALS & RELIABLE ASPHALT JOINT VENTURE

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

FEB 01 2012

COM _____

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

CONTRACT FOR SERVICE
PART I
AGREEMENT

This CONTRACT, is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and **OGDEN AVENUE MATERIALS & RELIABLE ASPHALT JOINT VENTURE**, hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on September 7, 2011 as evidence by the Board authorization letter attached hereto as Exhibit "A".

WHEREAS, the County is responsible for procuring services for **COOK COUNTY HIGHWAY DEPARTMENT** (hereinafter the "Using Department");

WHEREAS, the Using Department requires the following services: **HIGH PERFORMANCE COLD PATCH THROUGH COOPERATIVE PROCUREMENT WITH CITY OF CHICAGO CONTRACT NO. 17005**;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services, as set forth in Exhibit B,

II. CONTRACT PERIOD

This Contract shall be in effect after proper execution of the Contract by the County through February 29, 2012.

III. PAYMENT

All charges shall not exceed the amount of **\$159,975.92** and shall be paid in accordance with Exhibit "A." Invoices in triplicate on County Invoice Form 29A shall be, submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-01, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

Exhibit A - Board Approval Letter

Exhibit B - Scope

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

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**GENERAL CONDITIONS
SUPPLY/SERVICE
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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

- 1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE (CON'T.)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE (CON'T.)

IV. **REPORTING/RECORD KEEPING REQUIREMENTS**

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. **EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-32 AUDIT; EXAMINATION OF RECORDS (CON'T.)

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number **11-53-143** for **HIGH PERFORMANCE COLD PATCH** for the **COOK COUNTY HIGHWAY DEPARTMENT**, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	TON	761	HIGH PERFORMANCE COLD PATCH FOR THE NORTH REGION, AS PER LINE NUMBERS 370 OF THE CITY OF CHICAGO CONTRACT NO. 17005, REFERENCED IN EXHIBIT "B" HEREIN. <u>\$105.04</u> /TON <u>\$79,935.44</u> /TOTAL
2.	TON	762	HIGH PERFORMANCE COLD PATCH FOR THE SOUTH REGION, AS PER LINE NUMBERS 598 OF THE CITY OF CHICAGO CONTRACT NO. 17005, REFERENCED IN EXHIBIT "B" HEREIN. <u>\$105.04</u> /TON <u>\$80,040.48</u> /TOTAL

GRAND TOTAL
NOT TO EXCEED: \$159,975.92

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: UPON EXECUTION THROUGH 2/29/12

EXHIBIT A
BOARD LETTER

BUREAU OF ADMINISTRATION
DEPARTMENT OF ENVIRONMENTAL CONTROL

PROPOSED GRANT AWARD RENEWAL

ITEM #19

APPROVED

Transmitting a Communication, dated August 9, 2011 from

DEBORAH STONE, Director, Department of Environmental Control

requesting authorization to renew a grant in the amount of \$254,316.00 from the United States Environmental Protection Agency, Region V, Chicago, Illinois. This grant renewal will provide funding for the continued operation and maintenance of 19 specialized air pollution monitoring sites in Cook County pursuant to the Illinois Environmental Protection Agency Air Monitoring Plan for 2011-2012. These sites measure the 2.5 micron-sized particles suspended in the air as part of an air quality plan requirement from the USEPA and are part of a research project to determine the quantity and composition of these very small particles in the urban air.

The authorization to accept the previous grant was given on June 15, 2010 by the Cook County Board of Commissioners in the amount of \$278,005.00.

Estimated Fiscal Impact: None. Grant Award: \$254,316.00. Funding period: April 1, 2011 through March 31, 2012.

The Budget Department has received all requisite documents, and determined the fiscal impact on Cook County, if any.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

BUREAU OF ADMINISTRATION
HIGHWAY DEPARTMENT

CONTRACT

ITEM #20

APPROVED

Transmitting a Communication from

JOHN J. BEISSEL, P.E., Acting Superintendent of Highways

requesting authorization to enter into an agreement with Ogden Construction & Reliable Asphalt, Chicago, Illinois. City of Chicago Contract No. 17005. Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot Pour Joint Sealer and Colored Asphalt Surface Treatment.

BUREAU OF ADMINISTRATION
HIGHWAY DEPARTMENT continued

CONTRACT continued

ITEM #20 cont'd

Reason: Cook County Highway Department wishes to purchase from a contract that was awarded by the City of Chicago for Cold Patch. Due to the high volume of repairs required during the freeze-thaw cycles and extreme weather conditions impacting the conditions of our pavement, 1600 tons of Cold Patch material is needed.

Estimated Fiscal Impact: \$159,984.00. North Area (800 Tons) Fiscal Impact: \$84,032.00. South Area (800 Tons) Fiscal Impact: \$75,952.00. Contract period: September 15, 2011 through February 29, 2012. (600-600 Account).

The Purchasing Agent concurs.

CONTRACT ADDENDUM

ITEM #21

APPROVED

Transmitting a Communication from

JOHN J. BEISSEL, P. E., Acting Superintendent of Highways

requesting authorization for the Purchasing Agent to increase by \$95,000.00, Contract No. 09-53-100 with World Fuel Services Texdor Division, Riverside, Illinois, for the purchase of diesel and unleaded fuel.

Board approved amount 07-02-09:	\$3,309,744.73
Previous increase approved 04-20-11:	250,000.00
Increase requested:	<u>95,000.00</u>
Adjusted amount:	\$3,654,744.73

Reason: This increase will allow for sufficient time for processing and award of a Countywide contract. The contract extension was approved at the July 12, 2011 Board Meeting.

Estimated Fiscal Impact: \$95,000.00. (500-445 Account).

The Purchasing Agent concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

CONTRACT NO. 11-53-143

EXHIBIT B
VENDOR'S PROPOSAL
CITY OF CHICAGO CONTRACT

OGDEN AVENUE MATERIALS

935 W. Chestnut St., Suite 203, Chicago, IL 60642-5445
312-738-0600 • FAX: 312-738-0660

October 10, 2011

Kevin B. Casey
Cook County Office of the Purchasing Agent
118 N Clark St Rm 1018
Chicago IL 60602

RE: CDOT Contract 17005
Asphalt Primers, Hot Mix Asphalt, High
Cold Patch, Hot Pour Sealer and Colored Asphalt Surface Treatment

Dear Mr. Casey:

Ogden Avenue Materials/Reliable Asphalt Corporation, JV proposes to supply the following materials per the contract referenced above to the Cook County Highway Department.

High Performance Cold patch, FOB 3741 S. Pulaski Rd 1,523 tons @ \$105.04/ton = \$159,975.92

This proposal is valid for all material picked up through February 29, 2012.

If there are any questions, please contact me at 312-738-0600.

Very truly yours,
OGDEN AVENUE MATERIALS/RELIABLE ASPHALT CORPORATION, JV



Anne Bigane Wilson, PE, CPC

Cc: file

ASPHALT • REDI-MIX SALES

**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

**Copy (Vendor)
Reprint**

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT#	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
9/15/2011	84	17005	33355A	1071961	A	3/1/2008	2/29/2012	1

BUYER:

50505 LARRY WASHINGTON 312-744-8981

ORDERED FROM:

OGDEN CONST & RELIABLE ASPHALT
3741 S. PULASKI (EFT)
CHICAGO, IL 60623

MODIFICATIONS

THIS IS NOT A NEW CONTRACT. THE QUANTITIES, UNIT COSTS AND EXTENDED TOTAL COSTS LISTED BELOW INCLUDE THE ORIGINAL AND ALL MODIFICATIONS TO THIS CONTRACT TO DATE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT.

PO DESCRIPTION: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
10	7450857402	ASPHALT PRIMER, EMULSIFIED - PICK-UP, NORTH REGION	Gallon	3.15
20	7450857187	ASPHALT PRIMER, EMULSIFIED - DELIVERED, NORTH REGION	Gallon	7.35
30	7450857052	ASPHALT PRIMER, EMULSIFIED - 5 GALLON BUCKET (DELIVERED), NORTH REGION	Each	63.02
40	7450857102	ASPHALT PRIMER, EMULSIFIED - 55 GALLON DRUM (DELIVERED), NORTH REGION	Each	945.36
50	7451058562	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - PICK-UP, NORTH REGION	Gallon	3.20
60	7451058152	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - DELIVERED, NORTH REGION	Gallon	7.40
70	7452103562	BASE COURSE, BITUMINOUS (SUPERPAVE) - PICK-UP, NORTH REGION	Ton	36.76
80	7452103157	BASE COURSE, BITUMINOUS (SUPERPAVE) - DELIVERED, NORTH REGION	Ton	53.57
90	7452108557	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), PICK-UP, NORTH REGION	Ton	36.76
100	7452108152	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), DELIVERED, NORTH REGION	Ton	53.57
130	7452109568	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, PICK-UP, NORTH REGION	Ton	36.76
140	7452109157	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, DELIVERED, NORTH REGION	Ton	53.57
150	7452109572	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, PICK-UP, NORTH REGION	Ton	38.86
160	7452109173	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, DELIVERED, NORTH REGION	Ton	55.67
170	7452106564	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, PICK-UP, NORTH REGION	Ton	47.27
180	7452106157	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, DELIVERED, NORTH REGION	Ton	64.07
190	7452179559	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, PICK-UP, NORTH REGION	Ton	45.69
200	7452179162	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, DELIVERED, NORTH REGION	Ton	66.70
210	7452179566	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, PICK-UP, NORTH REGION	Ton	45.17
220	7452179176	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, DELIVERED, NORTH REGION	Ton	67.23

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.
Mark all packages and papers with the purchase number.

Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.
This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure, Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

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Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

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9/15/2011	84	17005	33355A	1071961	A	3/1/2008	2/29/2012	2

BUYER:

50505 LARRY WASHINGTON 312-744-8981

ORDERED FROM:

OGDEN CONST & RELIABLE ASPHALT
3741 S. PULASKI (EFT)
CHICAGO, IL 60623

MODIFICATIONS

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PO DESCRIPTION: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
230	7452180508	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, PICK-UP, NORTH REGION	Ton	47.79
240	7452180452	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, DELIVERED, NORTH REGION	Ton	68.80
250	7452180513	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, PICK-UP, NORTH REGION	Ton	49.89
260	7452180468	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, DELIVERED, NORTH REGION	Ton	70.90
270	7452105561	BINDER COURSE, STONE MATRIX ASPHALT - PICK-UP, NORTH REGION	Ton	64.07
280	7452105155	BINDER COURSE, STONE MATRIX ASPHALT - DELIVERED, NORTH REGION	Ton	80.86
290	7452181563	SURFACE COURSE, STONE MATRIX ASPHALT - PICK-UP, NORTH REGION	Ton	85.08
300	7452181155	SURFACE COURSE, STONE MATRIX ASPHALT - DELIVERED, NORTH REGION	Ton	101.89
310	7452166457	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, PICK-UP, NORTH REGION	Ton	66.18
320	7452166412	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, DELIVERED, NORTH REGION	Ton	82.98
330	7452182492	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, PICK-UP, NORTH REGION	Ton	59.87
340	7452182445	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, DELIVERED, NORTH REGION	Ton	76.68
350	7452175563	SHOULDERS, BITUMINOUS (SUPERPAVE) - PICK-UP, NORTH REGION	Ton	36.76
360	7452175160	SHOULDERS, BITUMINOUS (SUPERPAVE) - DELIVERED, NORTH REGION	Ton	53.57
370	7451456561	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP, NORTH REGION	Ton	105.04
380	7451456566	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, NORTH REGION	Ton	105.04
390	7451456153	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - DELIVERED, NORTH REGION	Ton	148.11
400	7455689162	SEALER, JOINT, ASPHALT, HOT-POURED - DELIVERED, NORTH REGION	Pound	6.30
410	6301278747	SURFACE TREATMENT, ASPHALT - SEALANT, COLORED, PICK-UP, NORTH REGION	Gallon	99.79
420	6301278742	SURFACE TREATMENT, ASPHALT - SEALER, COLORED, DELIVERED, NORTH REGION	Gallon	110.29

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.

Mark all packages and papers with the purchase number.

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COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
430	7459901102	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC) - ADDITIONAL CHARGE FOR OPENING THE PLANT ON SATURDAY, SUNDAY OR HOLIDAYS OR SCHEDULED NIGHT WORK, PICK-UP, NORTH REGION	Each	3,361.28
440	7459901112	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC) - ADDITIONAL CHARGE FOR OPENING THE PLANT ON SATURDAY, SUNDAY OR HOLIDAYS OR SCHEDULED NIGHT WORK, DELIVERED, NORTH REGION	Each	5,041.92
450	9623905196	HAULING SERVICES - HAULING BITUMINOUS MILLINGS FROM SITE TO PLANT, NORTH REGION	Ton	30.46
460	7451110102	ASPHALT, PERVIOUS HOT MIX - PICK UP, NORTH REGION	Ton	69.33
470	7451110117	ASPHALT, PERVIOUS HOT MIX - DELIVERED, NORTH REGION	Ton	86.13
480	7459901118	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 1 TO 15 MINUTES (CREDIT IS \$50.00), NORTH REGION	USD	52.52
490	7459901123	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 16 TO 30 MINUTES (CREDIT IS \$75.00), NORTH REGION	USD	78.78
500	7459901128	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 31 TO 45 MINUTES (CREDIT IS \$100.00), NORTH REGION	USD	105.04
510	7459901133	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 46 MINUTES TO 60 MINUTES (MAX CREDIT IS \$125.00), NORTH REGION	USD	131.30
511	7450857401	ASPHALT PRIMER, EMULSIFIED - PICK-UP, CENTRAL REGION	Gallon	3.15
512	7450857186	ASPHALT PRIMER, EMULSIFIED - DELIVERED, CENTRAL REGION	Gallon	7.35
513	7450857051	ASPHALT PRIMER, EMULSIFIED - 5 GALLON BUCKET (DELIVERED), CENTRAL REGION	Each	63.02
514	7450857101	ASPHALT PRIMER, EMULSIFIED - 55 GALLON DRUM (DELIVERED), CENTRAL REGION	Each	945.36
515	7451058561	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - PICK-UP, CENTRAL REGION	Gallon	3.20
516	7451058151	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - DELIVERED, CENTRAL REGION	Gallon	7.40
517	7452103561	BASE COURSE, BITUMINOUS (SUPERPAVE) - PICK-UP, CENTRAL REGION	Ton	36.76
518	7452103156	BASE COURSE, BITUMINOUS (SUPERPAVE) - DELIVERED, CENTRAL REGION	Ton	50.42
519	7452108556	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), PICK-UP, CENTRAL REGION	Ton	36.76

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**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

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Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT#	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
9/15/2011	84	17005	33355A	1071961	A	3/1/2008	2/29/2012	4

BUYER:

50505 LARRY WASHINGTON 312-744-8981

ORDERED FROM:

OGDEN CONST & RELIABLE ASPHALT
3741 S. PULASKI (EFT)
CHICAGO, IL 60623

MODIFICATIONS

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PO DESCRIPTION: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
520	7452108151	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), DELIVERED, CENTRAL REGION	Ton	50.42
523	7452109567	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, PICK-UP, CENTRAL REGION	Ton	36.76
524	7452109156	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, DELIVERED, CENTRAL REGION	Ton	50.42
525	7452109571	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, PICK-UP, CENTRAL REGION	Ton	38.86
526	7452109172	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, DELIVERED, CENTRAL REGION	Ton	52.52
527	7452106563	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, PICK-UP, CENTRAL REGION	Ton	47.27
528	7452106156	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, DELIVERED, CENTRAL REGION	Ton	60.92
529	7452179558	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, PICK-UP, CENTRAL REGION	Ton	45.69
530	7452179161	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, DELIVERED, CENTRAL REGION	Ton	63.55
531	7452179565	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, PICK-UP, CENTRAL REGION	Ton	45.17
532	7452179175	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, DELIVERED, CENTRAL REGION	Ton	64.07
533	7452180507	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, PICK-UP, CENTRAL REGION	Ton	47.79
534	7452180451	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, DELIVERED, CENTRAL REGION	Ton	65.65
535	7452180512	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, PICK-UP, CENTRAL REGION	Ton	49.89
536	7452180467	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, DELIVERED, CENTRAL REGION	Ton	67.75
537	7452105560	BINDER COURSE, STONE MATRIX ASPHALT - PICK-UP, CENTRAL REGION	Ton	64.07
538	7452105154	BINDER COURSE, STONE MATRIX ASPHALT - DELIVERED, CENTRAL REGION	Ton	77.73
539	7452181562	SURFACE COURSE, STONE MATRIX ASPHALT - PICK-UP, CENTRAL REGION	Ton	85.08
540	7452181154	SURFACE COURSE, STONE MATRIX ASPHALT - DELIVERED, CENTRAL REGION	Ton	98.74

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9/15/2011	84	17005	33355A	1071961	A	3/1/2008	2/29/2012	5

BUYER:

50505 LARRY WASHINGTON 312-744-8981

ORDERED FROM:

OGDEN CONST & RELIABLE ASPHALT
3741 S. PULASKI (EFT)
CHICAGO, IL 60623

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PO DESCRIPTION: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
541	7452166456	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, PICK-UP, CENTRAL REGION	Ton	66.18
542	7452166411	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, DELIVERED, CENTRAL REGION	Ton	79.83
543	7452182491	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, PICK-UP, CENTRAL REGION	Ton	59.87
544	7452182444	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, DELIVERED, CENTRAL REGION	Ton	73.53
545	7452175562	SHOULDERS, BITUMINOUS (SUPERPAVE) - PICK-UP, CENTRAL REGION	Ton	36.76
546	7452175159	SHOULDERS, BITUMINOUS (SUPERPAVE) - DELIVERED, CENTRAL REGION	Ton	50.42
547	7451456560	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP, CENTRAL REGION	Ton	105.04
548	7451456565	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, CENTRAL REGION	Ton	1,050.40
549	7451456152	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - DELIVERED, CENTRAL REGION	Ton	144.96
550	7455689161	SEALER, JOINT, ASPHALT, HOT-POURED - DELIVERED, CENTRAL REGION	Pound	6.30
551	6301278746	SURFACE TREATMENT, ASPHALT - SEALANT, COLORED, PICK-UP, CENTRAL REGION	Gallon	99.79
552	6301278741	SURFACE TREATMENT, ASPHALT - SEALER, COLORED, DELIVERED, CENTRAL REGION	Gallon	110.29
553	7459901101	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC) - ADDITIONAL CHARGE FOR OPENING THE PLANT ON SATURDAY, SUNDAY OR HOLIDAYS OR SCHEDULED NIGHT WORK, PICK-UP, CENTRAL REGION	Each	3,361.28
554	7459901111	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC) - ADDITIONAL CHARGE FOR OPENING THE PLANT ON SATURDAY, SUNDAY OR HOLIDAYS OR SCHEDULED NIGHT WORK, DELIVERED, CENTRAL REGION	Each	5,041.92
555	9623905195	HAULING SERVICES - HAULING BITUMINOUS MILLINGS FROM SITE TO PLANT, CENTRAL REGION	Ton	27.31
556	7451110101	ASPHALT, PERVIOUS HOT MIX - PICK UP, CENTRAL REGION	Ton	69.33
557	7451110116	ASPHALT, PERVIOUS HOT MIX - DELIVERED, CENTRAL REGION	Ton	82.98
558	7459901117	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 1 TO 15 MINUTES (CREDIT IS \$50.00), CENTRAL REGION	USD	52.52

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BUYER:

50505 LARRY WASHINGTON 312-744-8981

ORDERED FROM:

OGDEN CONST & RELIABLE ASPHALT
3741 S. PULASKI (EFT)
CHICAGO, IL 60623

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PO DESCRIPTION: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
559	7459901122	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 16 TO 30 MINUTES (CREDIT IS \$75.00), CENTRAL REGION	USD	78.78
560	7459901127	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 31 TO 45 MINUTES (CREDIT IS \$100.00), CENTRAL REGION	USD	105.04
561	7459901132	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 46 MINUTES TO 60 MINUTES (MAX CREDIT IS \$125.00), CENTRAL REGION	USD	131.30
562	7450857403	ASPHALT PRIMER, EMULSIFIED - PICK-UP, SOUTH REGION	Gallon	3.15
563	7450857188	ASPHALT PRIMER, EMULSIFIED - DELIVERED, SOUTH REGION	Gallon	7.35
564	7450857053	ASPHALT PRIMER, EMULSIFIED - 5 GALLON BUCKET (DELIVERED), SOUTH REGION	Each	63.02
565	7450857103	ASPHALT PRIMER, EMULSIFIED - 55 GALLON DRUM (DELIVERED), SOUTH REGION	Each	945.36
566	7451058563	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - PICK-UP, SOUTH REGION	Gallon	3.20
567	7451058153	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - DELIVERED, SOUTH REGION	Gallon	7.40
568	7452103563	BASE COURSE, BITUMINOUS (SUPERPAVE) - PICK-UP, SOUTH REGION	Ton	36.76
569	7452103158	BASE COURSE, BITUMINOUS (SUPERPAVE) - DELIVERED, SOUTH REGION	Ton	58.82
570	7452108558	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), PICK-UP, SOUTH REGION	Ton	36.76
571	7452108153	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), DELIVERED, SOUTH REGION	Ton	58.82
574	7452109569	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, PICK-UP, SOUTH REGION	Ton	36.76
575	7452109158	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, DELIVERED, SOUTH REGION	Ton	58.82
576	7452109573	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, PICK-UP, SOUTH REGION	Ton	38.86
577	7452109174	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, DELIVERED, SOUTH REGION	Ton	60.92
578	7452106565	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, PICK-UP, SOUTH REGION	Ton	47.27
579	7452106158	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, DELIVERED, SOUTH REGION	Ton	69.33

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9/15/2011	84	17005	33355A	1071961	A	3/1/2008	2/29/2012	7

BUYER:

50505 LARRY WASHINGTON 312-744-8981

ORDERED FROM:

OGDEN CONST & RELIABLE ASPHALT
3741 S. PULASKI (EFT)
CHICAGO, IL 60623

MODIFICATIONS

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PO DESCRIPTION: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
580	7452179560	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, PICK-UP, SOUTH REGION	Ton	45.69
581	7452179163	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, DELIVERED, SOUTH REGION	Ton	71.95
582	7452179567	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, PICK-UP, SOUTH REGION	Ton	45.17
583	7452179177	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, DELIVERED, SOUTH REGION	Ton	72.48
584	7452180509	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, PICK-UP, SOUTH REGION	Ton	47.79
585	7452180453	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, DELIVERED, SOUTH REGION	Ton	74.05
586	7452180514	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, PICK-UP, SOUTH REGION	Ton	49.89
587	7452180469	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, DELIVERED, SOUTH REGION	Ton	76.15
588	7452105562	BINDER COURSE, STONE MATRIX ASPHALT - PICK-UP, SOUTH REGION	Ton	64.07
589	7452105156	BINDER COURSE, STONE MATRIX ASPHALT - DELIVERED, SOUTH REGION	Ton	86.13
590	7452181564	SURFACE COURSE, STONE MATRIX ASPHALT - PICK-UP, SOUTH REGION	Ton	85.08
591	7452181156	SURFACE COURSE, STONE MATRIX ASPHALT - DELIVERED, SOUTH REGION	Ton	107.14
592	7452166458	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, PICK-UP, SOUTH REGION	Ton	66.18
593	7452166413	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, DELIVERED, SOUTH REGION	Ton	88.23
594	7452182493	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, PICK-UP, SOUTH REGION	Ton	59.87
595	7452182446	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, DELIVERED, SOUTH REGION	Ton	81.93
596	7452175564	SHOULDERS, BITUMINOUS (SUPERPAVE) - PICK-UP, SOUTH REGION	Ton	36.76
597	7452175161	SHOULDERS, BITUMINOUS (SUPERPAVE) - DELIVERED, SOUTH REGION	Ton	58.82
598	7451456562	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP, SOUTH REGION	Ton	105.04

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BUYER:

50505 LARRY WASHINGTON 312-744-8981

ORDERED FROM:

OGDEN CONST & RELIABLE ASPHALT
3741 S. PULASKI (EFT)
CHICAGO, IL 60623

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PO DESCRIPTION: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
599	7451456567	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, SOUTH REGION	Ton	105.04
600	7451456154	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - DELIVERED, SOUTH REGION	Ton	153.36
601	7455689163	SEALER, JOINT, ASPHALT, HOT-POURED - DELIVERED, SOUTH REGION	Pound	6.30
602	6301278748	SURFACE TREATMENT, ASPHALT - SEALANT, COLORED, PICK-UP, SOUTH REGION	Gallon	99.79
603	6301278743	SURFACE TREATMENT, ASPHALT - SEALER, COLORED, DELIVERED, SOUTH REGION	Gallon	110.29
604	7459901103	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC) - ADDITIONAL CHARGE FOR OPENING THE PLANT ON SATURDAY, SUNDAY OR HOLIDAYS OR SCHEDULED NIGHT WORK, PICK-UP, SOUTH REGION	Each	3,361.28
605	7459901113	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC) - ADDITIONAL CHARGE FOR OPENING THE PLANT ON SATURDAY, SUNDAY OR HOLIDAYS OR SCHEDULED NIGHT WORK, DELIVERED, SOUTH REGION	Each	5,041.92
606	9623905197	HAULING SERVICES - HAULING BITUMINOUS MILLINGS FROM SITE TO PLANT, SOUTH REGION	Ton	35.71
607	7451110103	ASPHALT, PVIOUS HOT MIX - PICK UP, SOUTH REGION	Ton	69.33
608	7451110118	ASPHALT, PVIOUS HOT MIX - DELIVERED, SOUTH REGION	Ton	91.38
609	7459901119	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 1 TO 15 MINUTES (CREDIT IS \$50.00), SOUTH REGION	USD	52.52
610	7459901124	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 16 TO 30 MINUTES (CREDIT IS \$75.00), SOUTH REGION	USD	78.78
611	7459901129	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 31 TO 45 MINUTES (CREDIT IS \$100.00), SOUTH REGION	USD	105.04
612	7459901134	MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 46 MINUTES TO 60 MINUTES (MAX CREDIT IS \$125.00), SOUTH REGION	USD	131.30
613	7451455561	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP, NORTH REGION	Ton	92.44
614	7451455566	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, NORTH REGION	Ton	92.44
615	7451455153	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - DELIVERED, NORTH REGION	Ton	135.50
616	7451455560	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP, CENTRAL REGION	Ton	92.44

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CHICAGO, IL 60623

MODIFICATIONS

THIS IS NOT A NEW CONTRACT. THE QUANTITIES, UNIT COSTS AND EXTENDED TOTAL COSTS LISTED BELOW INCLUDE THE ORIGINAL AND ALL MODIFICATIONS TO THIS CONTRACT TO DATE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT.

PO DESCRIPTION: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
617	7451455565	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM,CENTRAL REGION	Ton	92.44
618	7451455152	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - DELIVERED, CENTRAL REGION	Ton	132.35
619	7451455562	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP, SOUTH REGION	Ton	92.44
620	7451455567	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, SOUTH REGION	Ton	92.44
621	7451455154	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - DELIVERED, SOUTH REGION	Ton	140.75
622	7452179550	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), PICK-UP, NORTH REGION	Ton	56.72
623	7452179150	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), DELIVERED, NORTH REGION	Ton	73.53
624	7452179555	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), PICK-UP, NORTH REGION	Ton	54.62
625	7452179155	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), DELIVERED, NORTH REGION	Ton	71.43
626	7452179551	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), PICK-UP, CENTRAL REGION	Ton	56.72
627	7452179151	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), DELIVERED, CENTRAL REGION	Ton	70.38
628	7452179556	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), PICK-UP, CENTRAL REGION	Ton	54.62
629	7452179156	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), DELIVERED, CENTRAL REGION	Ton	68.28
630	7452179552	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), PICK-UP, SOUTH REGION	Ton	56.72
631	7452179152	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), DELIVERED, SOUTH REGION	Ton	78.78
632	7452179557	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), PICK-UP, SOUTH REGION	Ton	54.62

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.

Mark all packages and papers with the purchase number.

Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.

This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure, Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

Copy (Vendor)
Reprint

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT#	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
9/15/2011	84	17005	33355A	1071961	A	3/1/2008	2/29/2012	10

BUYER:

50505 LARRY WASHINGTON 312-744-8981

ORDERED FROM:

OGDEN CONST & RELIABLE ASPHALT
3741 S. PULASKI (EFT)
CHICAGO, IL 60623

MODIFICATIONS

THIS IS NOT A NEW CONTRACT. THE QUANTITIES, UNIT COSTS AND EXTENDED TOTAL COSTS LISTED BELOW INCLUDE THE ORIGINAL AND ALL MODIFICATIONS TO THIS CONTRACT TO DATE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT.

PO DESCRIPTION: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
633	7452179157	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), DELIVERED, SOUTH REGION	Ton	76.67
634	7452179570	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), PICK-UP, NORTH REGION	Ton	52.52
635	7452179180	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), DELIVERED, NORTH REGION	Ton	69.33
636	7452179575	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), PICK-UP, NORTH REGION	Ton	50.42
637	7452179185	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), DELIVERED, NORTH REGION	Ton	67.23
638	7452179571	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), PICK-UP, CENTRAL REGION	Ton	52.52
639	7452179181	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), DELIVERED, CENTRAL REGION	Ton	66.18
640	7452179576	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), PICK-UP, CENTRAL REGION	Ton	50.42
641	7452179186	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), DELIVERED, CENTRAL REGION	Ton	64.07
642	7452179572	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), PICK-UP, SOUTH REGION	Ton	54.62
643	7452179182	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 58-28 OR PG 52-28 MODIFIED), DELIVERED, SOUTH REGION	Ton	74.58
644	7452179577	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), PICK-UP, SOUTH REGION	Ton	52.52
645	7452179187	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), DELIVERED, SOUTH REGION	Ton	72.48
646	7450857024	ASPHALT PRIMER, EMULSIFIED - HFE 90 LIQUID AC EMULSION, DELIVERED SOUTH AREA	Gallon	9.00
647	7450857020	ASPHALT PRIMER, EMULSIFIED - HFE 90 LIQUID AC EMULSION, DELIVERED NORTH AREA	Gallon	9.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.

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**CITY OF CHICAGO
BLANKET PURCHASE ORDER
MODIFICATION**

**Copy (Vendor)
Reprint**

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT#	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
9/15/2011	84	17005	33355A	1071961	A	3/1/2008	2/29/2012	11

BUYER:

50505 LARRY WASHINGTON 312-744-8981

ORDERED FROM:

OGDEN CONST & RELIABLE ASPHALT
3741 S. PULASKI (EFT)
CHICAGO, IL 60623

MODIFICATIONS

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PO DESCRIPTION: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
648	7450857022	ASPHALT PRIMER, EMULSIFIED - HFE 90 LIQUID AC EMULSION, DELIVERED CENTRAL AREA	Gallon	9.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.

Mark all packages and papers with the purchase number.

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MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: SEE ATTACHED

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

9. SCHEDULE C-1

Project Description: Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment
Specification Number: 33355

From: Sunican Trucking Inc
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

To: Ogden Ave Materials/Reliable Asphalt Corp Joint Venture
(Name of Prime Contractor) and the City of Chicago:

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 3/30/07 to 3/1/08 for a period of five (5) years.

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

Haul raw materials to asphalt plant; haul asphalt to jobsite; haul asphalt grindings.

The above described performance is offered for the following price and described terms of payment:

\$ 83.00/HR negotiated annually %
approx \$9,210,880⁰⁰

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

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

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

Miguel Cantoral
Name / Title (Print)

2/8/2008
Date

(773) 447-7360
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

March 30, 2007

Miguel Cantoral, President
Sonican Trucking, Inc.
824 South Ellsworth Ave.
Addison, IL 60101-6519

Annual Certificate Expires: March 1, 2008
Vendor Number: 1065883

Dear Mr. Cantoral:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **March 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **March 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

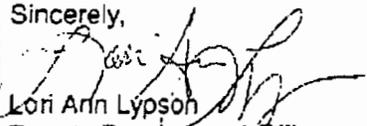
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Intrastate Trucking; Snow Removal; Excavation

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/ymj

(IL UCP Host: IDOT)



9. SCHEDULE C-1

Project Description: Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment
Specification Number: 33355

From: Matias Trucking Inc MBE: Yes No
(Name of MBE/WBE Firm) WBE: Yes No
To: Ogden Ave Materials/Reliable Asphalt Corp - Joint Venture and the City of Chicago:
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 12/06 to 4/08 for a period of five (5) years.

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

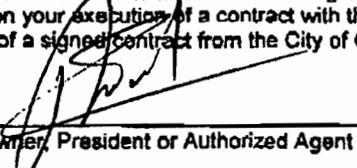
Haul raw materials to asphalt plant; haul asphalt to jobsite; haul asphalt grindings

The above described performance is offered for the following price and described terms of payment:

\$ 80⁰⁰/HR negotiated annually %
approx # 10,965,280⁰⁰

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

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


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

Libardo Lizarazo, President
Name /Title (Print)

02/08/08
Date

(708) 563-2820
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

December 1, 2006

Libardo Lizarazo, President
Matias Trucking, Inc.
5130 South Lawndale
Summit, Illinois 60501

Annual Certificate Expires: April 1, 2008
Vendor Number: 1068640

Dear Mr. Lizarazo:

We are pleased to inform you that **Matias Trucking, Inc.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **April 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

**Intrastate Trucking; Hauling Service of Sand, Clay, Stone,
Asphalt, Topsoil and Concrete**

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lyson
Deputy Procurement Officer

LAL/cc

IL UCP HOST: Pace

NEIGHBORHOODS



9. SCHEDULE C-1

Project Description: Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment
Specification Number: 33355

From: ORIENT EXPRESS SERVICE CO.
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

To: Ogden Ave Materials/Reliable Asphalt Corp - Joint Venture
(Name of Prime Contractor) and the City of Chicago

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 9-12-07 to 6-1-11 for a period of five (5) years.

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

Haul raw materials to asphalt plant; haul asphalt to jobsite; haul asphalt grindings

The above described performance is offered for the following price and described terms of payment:

\$ 80⁰⁰/HR negotiated annually %
approx 438,640⁰⁰

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

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

[Signature] PRES.
(Signature of Owner, President or Authorized Agent of MBE/WBE)

TRAYUNG LEE PRES.
Name / Title (Print)

2-08-08
Date

(847) 359-0073
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

December 29, 2006

Takyung Lee
Orient Express Service Company
26526 North Highway 12
Waucounda IL 60084

Annual Certificate Expires: June 1, 2008
Vendor Number: 1008566

Dear Ms. Lee:

We are pleased to inform you that **Orient Express Service Company** has been certified as a **WBE/MBE** by the City of Chicago. This **WBE/MBE** certification is valid until **June 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **June 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

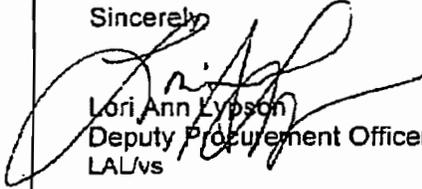
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Supplier of Limestone, Gravel and Sand; Interstate Trucking

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lybson
Deputy Procurement Officer
LAL/vs

IL UCP HOST: City of Chicago



9. SCHEDULE C-1

Project Description: Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment
Specification Number: 33355

From: Malcolm's Trucking, Inc. MBE: Yes X No
(Name of MBE/WBE Firm) WBE: Yes No X
To: Ogden Ave Materials/Reliable Asphalt Corp. Joint Venture
(Name of Prime Contractor) and the City of Chicago:

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 9/1/08 to 9/1/12 for a period of five (5) years.

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

Haul raw materials to asphalt plant; haul asphalt to jobsite; haul asphalt grindings

The above described performance is offered for the following price and described terms of payment:

\$80.00 per hour with one hour travel time %
approx \$ 877,200⁰⁰

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

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

Malcolm L. Lobbins
(Signature of Owner, President or Authorized Agent of MBE/WBE)

Malcolm L. Lobbins - President
Name /Title (Print)

02/08/2008
Date

773-436-2000
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 714-3111
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

March 22, 2007

Malcolm L. Lobbins
Malcolm's Trucking, Inc.
2627 W. 86th Place
Chicago, IL 60652

Annual Certificate Expires:
Vendor Number:

September 1, 2008
1016732

Dear Mr. Lobbins:

We are pleased to inform you that **Malcolm's Trucking, Inc.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **September 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **September 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within **60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Intrastate and Interstate Trucking Services; Hauling of Aggregate, Petroleum and Waste; Snow Removal Services

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lybson
Deputy Procurement Officer
LAL/vs



9. SCHEDULE C-1

Project Description: Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment
Specification Number: 33355

From: Guerra Trucking Inc.
(Name of MBE/WBE Firm)

MBE: Yes [X] No []
WBE: Yes [] No []

To: Ogden Ave Materials and the City of Chicago:
(Name of Prime Contractor) / Reliable Asphalt-JV

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 12/18/08 to Feb. 4/1/09 for a period of five (5) years.

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

Hauling and Dumping of Construction Materials including but not limited to asphalt, concrete, gravel, sand, sett, stone, etc.

The above described performance is offered for the following price and described terms of payment:

\$80.00 (Eighty Dollars) per hr.
approx 438,640.00

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

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

Juan Guerra Sr.
(Signature of Owner, President or Authorized Agent of MBE/WBE)

Juan Guerra Sr / President
Name / Title (Print)

02/12/08
Date

(773) 7468195 / (773) 8585443
Phone

Fax: (788 - 0311)
(708)



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

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

January 8, 2008

Juan Guerra, President
Guerra Trucking Inc.
6427 34th Street
Berwyn, Illinois 60402

Annual Certificate Expires: **April 1, 2009**
Vendor Number: **51190021**

Dear Mr. Guerra:

We are pleased to inform you that **Guerra Trucking Inc.** has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This MBE certification is valid until **April 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior to the annual expiration**. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification whenever the changes occur.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Intrastate Trucking; Hauling Services

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Kori Ann Lyson
Deputy Procurement Officer

LAL/dm



9. SCHEDULE C-1

Project Description: Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment
Specification Number: 33355

From: Ogden Ave Materials, Inc MBE: Yes No
(Name of MBE/WBE Firm) WBE: Yes No

To: Ogden Ave Materials/Reliable Asphalt Corp - Joint Venture and the City of Chicago:
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 1/14/08 to 3/1/08 for a period of five (5) years.

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

Manufacture asphalt paving materials
and supply to City

The above described performance is offered for the following price and described terms of payment:

\$ 5,840,000 4.5 %
Net 30 days

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

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

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

Anne Bigane Wilson, President
Name /Title (Print)

2/11/08
Date

312-738-0600
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

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

January 14, 2008

Anne Bigane Wilson, President
Ogden Avenue Materials, Inc.
935 West Chestnut Street
Chicago, Illinois 60622

Dear Ms. Wilson:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **WBE** certification **until March 1, 2008.**

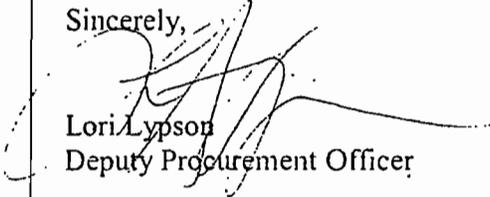
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

Manufacturer of Asphalt Paving Materials; Aggregate Sales

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

Sincerely,


Lori Lypson
Deputy Procurement Officer

mck

NEIGHBORHOODS



10. SCHEDULE D-1

AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

Project Description: Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment
Specification Number: 33355 A

State of Illinois
County (City) of Chicago

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:
Ogden Ave. Materials/Reliable Asphalt Corp. - Joint Venture
Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

- A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)

- B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

- 1. Name of MBE/WBE: Sonican Trucking Inc, Addison, IL 60101
Address: 824 S. Ellsworth Ave
Contact Person: Miguel Cantoral
Phone: 630-617-5670
Dollar Amount Participation: \$ 9,210,880⁰⁰

Percent Amount of Participation: 7.098 %

Schedule C-1 attached? Yes No *

*(see next page)

2. Name of (MBE)WBE: Matias Trucking, Inc

Address: 5130 S. Lawndale, Summit, IL 60501

Contact Person: Libardo Lizarazo

Phone: 773-447-0564

Dollar Amount Participation: \$ 10,965,280⁰⁰

Percent Amount of Participation: 8.450 %

Schedule C-1 attached? Yes No *

*(see next page)

3. Name of (MBE)WBE: Orient Express Service Co.

Address: 26526 North Highway 12, Wauconda, IL 60084

Contact Person: TakYung Lee

Phone: 847-526-6705

Dollar Amount Participation: \$ 438,640⁰⁰

Percent Amount of Participation:

0,338 %

Schedule C-1 attached?

Yes No

*(see next page)

4. Name of MBE/WBE:

Malcolm's Trucking, Inc

Address:

2627 W 86th Pl, Chicago, IL 60652

Contact Person:

Malcolm Lobbins

Phone:

713-436-2000

Dollar Amount Participation:

\$ 877,200⁰⁰

Percent Amount of Participation:

0,676 %

Schedule C-1 attached?

Yes No

*(see next page)

5. Name of MBE/WBE:

Ogden Ave. Materials

Address:

931 N. Ogden, Chicago IL 60622

Contact Person:

Anne Bigane Wilson

Phone:

312-738-0600

Dollar Amount Participation:

\$ 5,840,000⁰⁰

Percent Amount of Participation:

4.500 %

Schedule C-1 attached?

Yes No *

*(see next page)

6. Name of MBE/WBE:

Guerra Trucking, Inc

Address:

6427 34th St, Berwyn, IL 60402

Contact Person:

Juan Guerra

Phone:

773-442-8130

Dollar Amount Participation:

\$ 438,640⁰⁰

Percent Amount of Participation:

0.338 %

Schedule C-1 attached?

Yes No *

*(see next page)

7. Name of MBE/WBE:

Address:

Contact Person:

Phone:

Dollar Amount Participation:

\$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

6. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

II. Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

B. Name of _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

E. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent
<u>Sonican Trucking</u>	<u>\$ 9,210,880⁰⁰</u>	<u>7.098 %</u>
<u>Matias Trucking</u>	<u>\$ 10,965,280⁰⁰</u>	<u>8.450 %</u>
<u>Orient Express Service</u>	<u>\$ 438,640⁰⁰</u>	<u>0.338 %</u>
<u>Malcolms Trucking</u>	<u>\$ 819,200⁰⁰</u>	<u>0.676 %</u>
<u>Guerra Trucking</u>	<u>\$ 438,640⁰⁰</u>	<u>0.338 %</u>
Total Direct MBE Participation	<u>\$ 21,930,640⁰⁰</u>	<u>16.900 %</u>

MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation	\$ _____	_____ %

B. WBE Proposal

WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent
Ogden Ave Materials	\$5,840,000 ⁰⁰	4.500%
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation	\$5,840,000 ⁰⁰	4.500 %

WBE Indirect Participation (from Section II.)

WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	\$ _____	_____ %

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

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name: Anne Bigane Wilson
Phone Number: 512-738-0600

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Anne M. Wilson William Haworth 2/13/08
Signature of Affiant (Date)

State of Illinois
County of Cook

This instrument was acknowledged before me on 2/13/08 (date)

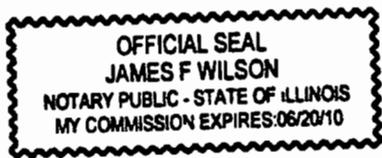
by Anne Bigane Wilson, William Haworth (name /s of person/s)

as President, President (type of authority, e.g., officer, trustee, etc.)
of Ogden Ave Materials / Reliable Asphalt Corp - Joint Venture (name of party on behalf of whom instrument executed)

Notary Public Signature: James F Wilson

Commission Expires: 6/20/10

(Notary Stamp/Seal)



LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Contract #: _____

Address: _____

City/State/ Zip: _____

Contact Person: _____

Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation.

Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public _____.

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
<u>NONE</u>	

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: No:

b) If yes, list business addresses within Cook County:

<u>935 W. CHESTNUT ST, STE 203</u>	<u>3741 S. PULASKI RD</u>
<u>CHICAGO IL 60642-5445</u>	<u>CHICAGO IL 60623</u>

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

_____ Applicant has no "Substantial Owner."

OR:

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: CONTRACT EXCEEDING \$10,000.00
 County Department: PURCHASING

Applicant Information:

Last name: VONDRA First Name: Michael MI: P
 SS# (Last Four Digits): 4 1 7 4
 Street Address: 1021 FOX GLEN DR.
 City: ST. CHARLES State: IL Zip: 60174
 Home Phone: (630) 945-3141 Drivers License No: V536-555-51-177-0 (FL)

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature] Date: 8/8/11

Subscribed and sworn to before me this 8th day of August, 2011

X [Signature]
 Notary Public Signature



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

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

This Statement is being made by the [Applicant or [Stock/Beneficial Interest Holder

This Statement is an: [Original Statement or [Amended Statement

Identifying Information:

Name OGDEN AVENUE MATERIALS/D/B/A:

EIN NO.: 35-2257242

RELIABLE ASPHALT CORP. JV

Street Address: 3741 S. PULASKI RD,

City: CHICAGO

State: IL

Zip Code: 60623

Phone No.: 312-738-0600

Form of Legal Entity:

[Sole Proprietor [Partnership [Corporation [Trustee of Land Trust

[Business Trust [Estate [Association [Joint Venture

[Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
OGDEN AVE MATERIALS	935 W CHESTNUT, CHICAGO, IL	50%
RELIABLE ASPHALT CORP	3741 S PULASKI, CHICAGO, IL	50%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

ANNE BIGANE WILSON
 Name of Authorized Applicant/Holder Representative (please print or type)

Anne M
 Signature

awilson@biganepaving.com
 E-mail address

PRESIDENT OGDEN AVENUE MATERIALS
 Title

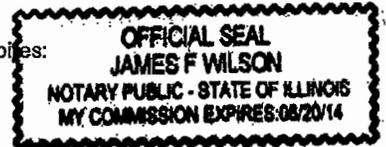
11/2/11
 Date

312-738-0600
 Phone Number

Subscribed to and sworn before me this 2nd day of Nov, 2011.

x *James F Wilson*
 Notary Public Signature

My commission expires:



Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

JOINT VENTURE AGREEMENT

THIS AGREEMENT, made and entered into as of March 29, 2005 by and between Ogden Avenue Materials, licensed to do business in Illinois, having an office at 931 N. Ogden Ave., Chicago, Illinois 60622, hereinafter referred to as "Ogden", and Reliable Asphalt Corporation, an Illinois corporation, having its office at 3741 S. Pulaski Road, Chicago, Illinois 60623, hereinafter referred to as "Reliable".

W I T N E S S E T H:

WHEREAS, the parties hereto have agreed to enter into a Joint Venture for the purpose of submitting comprehensive bids to the City of Chicago for the Asphalt Primers, Bituminous Hot Mix, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment Contract, Specification No. 33355A, hereinafter referred to as "Contract".

WHEREAS, There are not enough quantities in the Contract to competitively bid without utilizing joint venture resources. As a joint venture, the asphalt manufacturers will be able to thoroughly comply with all bid requirements and adequately fulfill all bid items.

WHEREAS, Reliable's facility located at 3741 S. Pulaski is permitted to accept and recycle broken asphalt and bituminous millings which allows the Joint Venture to pick up and deposit bituminous millings at a permitted location while fulfilling the City's requirement for City specified mix designs containing high levels of recycled Construction Demolition Material.

WHEREAS, utilizing two asphalt operations allows the Joint Venture to produce the various mix designs called for in the Contract efficiently and cost effectively.

WHEREAS, the parties desire to enter into this Joint Venture Agreement for the performance of the aforesaid contract, in the event that the Joint Venture is the successful bidder for said work and is awarded a contract for the performance thereof.

WHEREAS, the parties agree that in the event Joint Venture bids are successful for said work and awarded contracts for the performance thereof, Ogden will provide all equipment and personnel, including management and supervisory personnel necessary to operate the asphalt manufacturing operation located at 931 N. Ogden Ave. in Chicago.

Ogden will operate the asphalt manufacturing operation located at 3741 S. Pulaski Road in Chicago utilizing Ogden personnel (management and operational); Reliable will provide all necessary equipment at the 3741 S. Pulaski Road location. Ogden personnel will handle quality control issues at both locations.

Whereas, Ogden will be manufacturing all asphalt products under the contract, Reliable will supervise all subcontractors necessary for cartage involved in asphalt material delivery and pick-up of bituminous millings under the contract. Reliable will provide personnel necessary for dispatching services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby agreed as follows:

1. The parties hereto hereby associate themselves as joint ventures for the

joint ventures for the purpose of performing and completing the work contemplated by the aforesaid Contract in the event it is awarded to them. All such work shall be performed under the names of the parties or such fictitious name as may be agreed upon by the parties, and all money, equipment, material, supplies and other property acquired by the Joint Venture shall be held jointly in such name.

2. a. To facilitate the handling of any and all matters and questions in connection with the bid and/or performance of the Principal Contract, a Joint Venture Executive Committee shall be established comprised of one representative from each of the parties hereto. Each of the parties hereby appoints the following representatives and alternates to act for it in all such matters with full and complete authority to act on its behalf in relation to any and all matters and things in connection with, arising out of, or relative to the Joint Venture, and in relation to any and all matters, questions and things involving performance of the Principal Contract.

<u>PARTY</u>	<u>REPRESENTATIVE</u>	<u>ALTERNATES</u>
Ogden	Anne B. Wilson	Jim Dillon
Reliable	William E. Haworth	Michael P. Vondra

Any party may at any time and from time to time change its appointed representative by filing with the other parties a written notice dually executed by Registered Mail, return receipt required, of the appointment of a new representative. Alternate representatives shall serve only when the primary representative is absent or unable to serve.

b. The representative of the parties constituting the Joint Venture Executive Committee, who are designated in accordance with this agreement shall hereafter be known as the Executive Committee and shall meet from time to time as required or as

requested by any member of the Executive Committee, subject to reasonable notice, to act on necessary matters pertaining to the Project. All such decisions, commitments, agreements, understandings and/or other matters pertaining to performance of the Principal Contract shall be agreed upon by the Executive Committee, and the decision of such members shall be final and binding on all matters. No representative or alternate shall be personally liable to the parties by reason of its acts as such, except in the case of its gross negligence or actual fraudulent or dishonest conduct. Any delegation of authority to a representative including its designation as such herein may be revoked at any time by the delegating party.

c. Decisions shall be taken by resolution with each member of the Executive Committee having a vote equal to his party's percentage of participation in the Joint Venture. As a matter of principle decisions shall be taken unanimously. Should it not prove possible to obtain a unanimous decision then the decision will be taken by majority vote. Decisions to alter this Joint Venture Agreement must be by unanimous vote off all parties to this Joint Venture Agreement. Every decision of the Executive Committee upon any of the matters within its powers under this Agreement shall be binding upon the parties as if the same had been included in the provisions of this Agreement at the time of the executive hereof.

d. Each of the parties agrees to place at the disposal of the Joint Venture as directed by the Executive Committee the benefit of all its experience, technical knowledge and skill and shall in all respects bear its share of the responsibility and burden of completing the contract including the provision of information advice and assistance for the execution of the Project.

3. The interest of the parties hereto in and to any profits and assets derived from the performance of this Contract and in and to any property acquired by this Joint Venture in connection with the work to be performed thereunder, and in and to all contributions required, all moneys received and losses incurred (**including penalties imposed by the City of Chicago, regardless of location incurred**) in the performance of the Contract shall be those percentages set opposite their respective names as follows:

Ogden 50% - Reliable 50%

4. Each of the parties agrees to execute all applications and indemnity agreements required by the sureties upon any bond or bonds required in connection with the said bid and contract. All financial obligations assumed by the Joint Venture in connection with the performance of the Contract, all liabilities assumed by or charged to the Joint Venture as contractor, guarantor or indemnitor in connection with any surety bond or other bonds which may be given or executed in connection with the Contract, and all other obligations and liabilities of any kind or character which are assumed or undertaken by the Joint Venture in connection with and for the benefit of the performance of the Contract shall be shared by the parties hereto proportionately and in accordance with their respective interests as set forth in paragraph 3 hereof.

5. All necessary working capital, when and as required for the performance and prosecution of the Contract shall be furnished by the parties hereto proportionately in accordance with their respective interests as set forth in this Agreement. If any party borrows funds to meet its obligation hereunder, such borrowing shall be the sole and separate obligation of the party and shall not be the debt or obligation of the Joint Venture.

If any party fails or is unable to provide its proportionate share of the funds required by the Joint Venture, the interest of said party in the return of investment and profits of this Joint Venture shall be decreased to the proportion that the amount actually provided by it bears to the total amount of the funds provided by all parties, and the interest of any party which may have contributed more than its proportionate share of such funds shall be increased in the same proportion. Nothing contained herein shall increase or decrease the proportionate liability of the parties hereto for losses suffered or sustained by the Joint Venture.

6. It is specifically understood and agreed between the parties hereto that this Joint Venture Agreement extends only to the performance of the Contract, together with any changes or additions thereto or extra work thereunder, but not to other or different work. The term "Contract", and used herein, is intended to and shall include the changes, additions, or extra work hereinabove mentioned.

7. None of the parties shall make any charges against the Joint Venture for any ordinary overhead expenses or for time which may be expended in connection with the performance of the aforesaid Contract by any of such parties, their officers or employees, except such officers or employees as may be employed by the Joint Venture in actually carrying on the performance of the aforesaid Contract.

8. No payment shall be made by the Joint Venture to any party hereto in reimbursement of expenses incurred by such party in connection with the preparation of the bid for, and securing the award of, the Contract.

9. No party hereto shall sell, assign or in manner transfer its interest in the Joint Venture without first obtaining the consent of the other parties hereto.

10. Upon completion of the performance of the Contract, the Joint Venture shall render a true and correct account to the parties of all expenses incurred on account of such performance and all moneys received as a result thereof, and to settle and adjust all accounts in connection with the performance of the Contract, and to pay to the parties such sums as will result in each of the parties receiving its proportion of all profits arising from the performance of the Contract, or bearing its proportion of all losses arising therefrom, in accordance with paragraphs 3, 5 & 9 hereof. Each party shall also provide its proportional share of DBE/MBE/WBE subcontractors as called for by the contract specifications.

11. The relationship between the parties shall be limited to the performance of the Contract in accordance with the terms of this agreement. This agreement shall be construed and deemed to be a joint venture for the carrying out of the Contract. Nothing herein contained shall be considered to constitute the parties hereto partners nor constitute any party hereto the general agent of the other party.

12. All questions relative to the execution validity, interpretation and performance of this agreement shall be governed by the laws of the State of Illinois.

13. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

14. Subject to the foregoing provisions herein contained, this agreement shall inure to the benefit of, and be binding upon the parties hereto, their successors, trustees, assigns, receivers, and legal representative, but shall not inure to the benefit of any other person, firm or corporation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of
the date first hereinabove written.

ATTEST:

James F. Wilson

By: [Signature]

Title: PRESIDENT

of Ogden Avenue Materials, Inc.

ATTEST:

Joe C. Mohr

By: [Signature]

Title: Pres.

of Reliable Asphalt Corporation

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: OGDEN AVENUE MATERIALS / RELIABLE ASPHALT JV

BUSINESS ADDRESS: 3741 S. PULASKI RD
CHICAGO IL 60673

BUSINESS TELEPHONE: 312-738-0600 FAX NUMBER: 312-738-0698

CONTACT PERSON: Anne Bigane Wilson FEIN/SSN: 35-225 7242

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: 

Date: 08/05/2011

Subscribed to and sworn before me this
5th day of August, 2011.


Notary Public Signature



* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____

VICE PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Prosser

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes

COOK COUNTY PURCHASING AGENT

Tahat Rashid

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1 DAY OF February, 2012.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-53-153

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 159,975⁹²
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APPROVED AS TO FORM:

FEB 01 2012

ASSISTANT STATE'S ATTORNEY

COM _____