CONTRACT FOR SUPPLY

CONTRACT NO. 13-30-12432

for

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

BETWEEN

COOK COUNTY GOVERNMENT
Department of Transportation and Highways

AND

OGDEN AVENUE MATERIALS/RELIABLE ASPHALT CORP, JV
(Based on City of Chicago Contract No. 17005)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 1 7 2013

COM_____

CONTRACT NO. 13-30-12432

CONTRACT FOR SUPPLY

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Ogden Avenue Materials/Reliable Asphalt Corp, JV, doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor," pursuant to authorization by the Cook County Board of Commissioners on the 17th day of April, 2013, (the "Effective Date") as evidenced by the Board Authorization letter attached hereto as EXHIBIT "5."

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Chicago solicited an Invitation to Bid for the Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment and as the Bidder was identified as the lowest responsive and responsible bidder; and

Whereas, the City of Chicago entered into a contract on November 16, 2011 for the provision of supplies by the Contractor for the City relative to the Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment, City Contract #17005 ("the City Contract"); and

Whereas, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

Whereas, the County through the Department of Transportation and Highways, desires certain similar supplies of the Contractor; and

Whereas, the Contractor agrees to provide to the County the Bituminous Materials - High Performance Cold Patch Asphalt, incorporated as Exhibit 1, County Statement of Work & Price Proposal; and

Whereas, the Contractor warrants that it is ready, willing, and able to perform these supplies set forth in Exhibit 1, County Statement of Work & Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Exhibit 1, County Statement of Work & Price Proposal and incorporated herein by reference; and

Whereas, This Contract shall be effective after proper execution of the contract documents by the County through February 28, 2014, and the County may choose to exercise renewal options as stated in the City Contract; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of **$159,920.50**. 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; and

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the City of Chicago Contract, hereto incorporated by reference as Exhibit 2 City of Chicago Contract, all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 3, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 3 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict 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; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	County Statement of Work & Price Proposal
Exhibit 2	City of Chicago Contract (Contract No. 17005)
Exhibit 3	General Conditions
Exhibit 4	Evidence of Insurance
Exhibit 5	Cook County Board Authorization

EXHIBIT 1

County Statement of Work & Price Proposal

County Statement of Work & Price Proposal

Ogden Avenue Materials/Reliable Asphalt Corp, JV to provide the following the Bituminous Materials - High Performance Cold Patch to the Department of Transportation and Highways:

						Contract #13-30-12432
City of Chicago Contract No. 17005 Line Item	**Commodity Description**	**Group ID**	**UOM**	**Price**	**Estimated Usage**	**Extended Price**
598	Bituminous Materials, High Performance Cold Patch Asphalt - Pick-Up, South Region	South Region	Ton	$110.29	725.00	$79,960.25
370	Bituminous Materials, High Performance Cold Patch Asphalt - Pick-Up, North Region	North Region	Ton	$110.29	725.00	$79,960.25
					Total Not To Exceed Contract Value:	**$159,920.50**

The Bituminous Materials, High Performance Cold Patch Asphalt - Pick-Up, South Region will be picked-up by the Department of Transportation and Highways at the Ogden Avenue Materials/Reliable Asphalt Corp, JV's location at 3741 S. Pulaski Rd, Chicago, IL 60623.

The Bituminous Materials, High Performance Cold Patch Asphalt - Pick-Up, North Region will be picked-up by the Department of Transportation and Highways at the Ogden Avenue Materials/Reliable Asphalt Corp, JV's location at 3741 S. Pulaski Rd, Chicago, IL 60623.

EXHIBIT 2

City of Chicago Contract (Contract No. 17005)

Contract Summary Sheet

Contract (PO) Number: 17005

Specification Number: 33355A

Name of Contractor: OGDEN CONST & RELIABLE ASPHALT

City Department: CHICAGO DEPARTMENT OF TRANSPORTATION

Title of Contract: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

Term of Contract: Start Date: 3/1/2008

End Date: 2/28/2011

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$130,220,150.00

Brief Description of Work: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

Procurement Services Contract Area: COMMODITIES

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

Vendor Number: 1071961
Submission Date:

MAR 19 2008

Vendor No.: 107196

Purchase Order No.: 17005

SPECIFICATION NO.: 33355A
RFQ NO.: 2803

ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEA[illegible]
COLORED ASPHALT SURFACE TREATMENT

CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM THE DATE OF CONTRACT AWARD AND [illegible]EASE

START: 3-1-2008 **THROUGH:** 2/28/2011

REQUIRED FOR USE BY CITY OF CHICAGO

DEPARTMENT OF TRANSPORTATION

Fund Number: 01-007-0400-0842015-0140-220140 (VARIOUS)
Bid Fee: $900.00 Non Refundable
Information: LARRY L WASHINGTON, HEAD PURCHASE CONTRACT ADMINISTRATOR
Phone: (312) 744-8981, **e-mail:** lwashington@cityofchicago.org

A pre-bid conference will be held on: Monday, January 14, 2008, at 2:00 p.m., at the City of Chicago, Depart[illegible] of Procurement Services, Bid and Bond Room, City Hall, 121 N. LaSalle Street, Room 301, Chicago, Illin[illegible]

EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL BID PACKAGE
All signatures to be sworn to before a Notary Public

All Bids must be sealed, delivered and received in the City of Chicago, Department of Procurement Services, Bid and Bond Room, City Hall, 121 N. LaSalle Street, Room 301, Chicago, Illinois 60602 NO LATER than 11:00 a.m., Chicago Time on Friday, February 8, 2008, Bids will be read aloud. All bids packages must be completed and returned in its entirety.

Issued by:
City of Chicago
Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Bids must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "**Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment**", the specification number "33355 and the time and the date specified for receipt. The name and the address of the Bidder must also be clearly printed on the outside of the envelope(s) or package(s). Respondent must NOT scan or otherwise reproduce this document in any way.

[illegible]ichard M. Daley
[illegible]or

David W. Yerkes, P.E.
Acting Chief Procurement Officer

ADDENDUM NO# 1

TO

SPECIFICATION NUMBER: 33355
RFQ NUMBER: 2803

FOR

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

January 30, 2008

For which bids are scheduled to open in the Bid and Bond Room, City Hall, 121 North La Salle Street, Room 301, Chicago, Illinois 60602 **at 11:00 a.m., Friday, February 8, 2008**

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE PROPOSAL SIGNATURE PAGE

CHANGE TO SECTION: NOTICE OF REVISION/CLARIFICATION/DELETION

A. REVISION

Change original Bid Opening date from **Friday, February 8, 2008** to **Wednesday, February 13, 2008.**

B. CLARIFICATION

1. CLARIFICATION, SPECIFICATION NUMBER
The correct Specification Number is 33355A

2. CLARIFICATION, RFQ NUMBER
The correct RFQ Number is 2803

C. QUESTIONS & ANSWERS

1Q - Section 3.9 - 'The electronic ordering and invoices documents will be in a format specified by the City and transmitter by an electronic means specified by the city. Such electronic means may include, but are not limited to, disks, email, EDI, FTP, web sites, and third party electronic devices.'

Does the City have any idea what means and format they will use? Contractor needs to put a rough estimate on the cost.

1A - The City utilizes and supports all Microsoft products. Orders can be sent via e-mail using Microsoft Excel or Microsoft Access files in a PDF format. Invoices may be sent using CDOT accepted format. Invoices must include original signed proof of delivery ticket and/or signed City disposal permit and signed weight tickets by Contractor's certified weightmaster.

Invoice quantities, Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment description, unit of measure and pricing information must correspond to the items quoted on the Proposal Page. All invoices will be in compliance with Section 3.8 Invoices and 12.9 Material Tickets.

All invoices must contain:

1. Line item number & item description
2. Contract number
3. Plant location/address
4. Delivery truck number
5. Tonnage (Net, Gross, & Total Truck Weight)
6. Load number & running total tonnage delivered
7. For Hauling of material, City waste disposal permit number
8. Project Number

2.Q - Section 3. 10 - Payment will occur within 60 days? Historically this has not been the case.

2 A - See Section 3.10 Payment

3Q - Section 3. 11 - What if there is only one bid in a region? Will the City award the region? What type of confirmation is the city looking for from the contractor to merit receipt of the order? Will e-mail suffice?

3A – (a) See Section 3.11. (b) See Section 3.11. (c) For CDOT an e-mail will suffice and for Water Management a purchase order release will suffice.

4Q - Section 3.17 – Regarding the extension – does contractor have right to refuse the extension as offered by the City?

4A - Yes. Contractor has the right to refuse extension offered by the City as stated in the City's modification extension letter.

5Q - Section 5.4 – Regulation governing reduction to or waiver of MBE/WBE goals. At the beginning of the pre-bid meeting on 1/14/08, Mr. Washington stated that there will be no waivers in this contract. Will the addendum state such?

5A - NO.

6Q - Article 2.4 calls for a 10% bid deposit. This commodity contract has not required a bid deposit in the past. Will a bid deposit be required.

6A - No bid deposit is required, but as stated in Section 3.3 a $900.00 bid fee is required.

7Q - Please clarify the timing of the proposed escalation clause. The escalation is to be requested within 30 days of the anniversary of the contract award. Is the escalation effective as of the anniversary of the award?

7A - The initial twelve (12) month Contract period, and for each twelve (12) month anniversary thereafter, the Contractor can request in writing a price increase.

7B – No, the effective date will be determine on the award and release of the modification.

8Q - What were the determining factors behind the project areas (south central and north regions)?

8A - See Section 12.3

9Q - Section 3.6 – States a minimum five (5) tons for hot mix; what is minimum order size for prime and grindings?

9A - There is no minimum order size for prime and grindings. Typically the prime and grinding orders are no less than twenty (20) Gallons/Tons.

10Q(1) - **Section 12.4 – Plant Operations**

If all orders are not received by 3:00 p.m., does the Contractor have the right to refuse an order placed after 3:00 p.m.?

10A(1) - Yes

10Q(2) -'Rate of delivery; rate is defined as the uniform delivery/pick-up of material throughout the order time. The city reserves the right to modify orders regarding time, quantity, rate, material and location up to two hours prior to the original scheduled pick up of delivery time'.

The City cannot mandate how many trucks are at the job site, as long as the hourly rate requested in the order is met, correct?

10A(2) - The City will not mandate how many trucks the vendor should use. The hourly rate should be met; described as the uniform delivery/pick up of material throughout the ordered hour. The trucks supplied should ensure the material specifications are met.

10Q(3) – If order is for delivery at 7:00 a.m., the City therefore has the right to change the order up until 5:00 a.m. If City does not modify the order by 5:00 a.m., will the City pay contractor for materials/labor...?

10A(3) - Yes

11Q -Section 12.6 – **Basis of Payment and Unit of Measure**

'City will only pay for material ordered, used and received' What if the City orders, contractor produces material, stores it, and City modifies and cancels the order? Will contractor be compensated for material?

11A – See Section 3.6. The basis of payment is described in Section 12.6. If the order is modified two (2) hours prior to original order time, then no; otherwise, yes.

12Q(1) - **Section 12.7 Credit**

If the City delays truck for more than forty-six (46) minutes, the maximum penalty the City will pay is $125.00?

12A (1)- Yes. After the initial sixty (60) minutes, if the City delays a truck for more than forty-six (46) minutes, the maximum penalty the City will pay is $125.00.

12Q(2) - At what time can the contractor make the decision to release the truck, in order to save money?

12A(2) - The City representative releases a truck. The Vendor is obligated to provide the material as ordered or modified. Requests of truck releases shall be made in writing (email) to, CDOT's Lou Langone, pw000924@cityofchicago.org or his designee.

The Department of Water Management's truck releases shall be made in writing (e-mail).

North Region – Juan Merced, juan.merced@cityofchicago.org

Central Region – Bob Wyrick, Robert.wyrick@cityofchicago.org

South Region – Debra Dullen, ddullen@cityofchicago.org

Debbie Otis, dotis@cityofchicago.org and Gina Gilewski, gina.gilewski@cityofchicago.org for new construction within each region

12Q(3) - Foreman can now sign in trucks. Are all City Foreman aware of this?

12A(3) - Yes.

13Q - **Section 12.9 – Material Tickets**

Can tickets not received onsite be faxed into William Cheaks, or do they have to had delivered the following day? Can this be done once a week?

13A - The tickets must be hand delivered the next City working day to Mark Fornaciari at 1501 W. Pershing, Chicago, Illinois; or his designee. This cannot be done once a week.

13Q(2) - What mixes are we to use the GTR material in?

13A(2) - See Addendum

14Q - Is the degree of involvement for the Department of Aviation solely for the pickup of the asphalt mix from the asphalt supplier?

14A - Yes

15Q - In the past price escalation was based on the "municipal cost index" as determined by the Bureau of Labor Statistics. This contract is using the "Construction Cost Index" (20-city average) (base index year 1913 = 100) as published. By ENR, a division of the McGraw-Hill Companies. This index deals mainly with steel prices. However, if this index is to be used, please give an example of its application.

15A - See Addendum – Section 3.18

16Q - Please clarify how the items for "Credit for City Delay in Releasing Contactors Truck" (last four items for each region) are to be priced.

16A - See Commodity Codes Description for each respective credit line for amounts to be credited. For bid purposes, the price listed by the bidder should be $0 for each of line for "Credit for City Delay in Releasing Contractors Truck." See Section 12.7.

17Q - I believe your intent to have the same quantities across the board for each region. There appears to be mistakes that can greatly influence the total dollar bid for particular items.

17A - See revised Addendum #1 Proposal Pages.

18Q - As discussed at the pre-bid meeting, will there be a clarification for all the N30 Binder and N30 Surface items differentiating which items require conventional performance grade asphalt cements and which items will require the GTR modified asphalt cements.

18A - See Section 12.15

19Q - The specification for Items 9-12, 20-23 call for the use of GTR AC in these mixes. Please clarify which mixes are to use GTR AC and which are to use AC with GTR.

19A - See Section 12.15

20Q - At the pre-bid meeting for the above referenced specification you requested that any questions/concerns be sent by email and will then be addressed. As mentioned during the meeting the charts for the High Performance Cold Patch Asphalt on pages 90, 91 and 92 of 129 appear incomplete.

20A - See Addendum

(Note: End of Questions and Answers)

D. SPECIAL CONDITIONS

I. Delete Section 3.7 Deliveries and replace with new 3.7 Deliveries:

3.7 DELIVERIES

Delivery requirements for materials in this Contract will be in accordance with Sections 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11 of the Detailed Specifications included herein.

II. Delete Section 3.8 Invoices and replace with new 3.8 Invoices:

3.8 INVOICES

Original invoices and Subcontractors Payment Certification forms must be forwarded by the Contractor to the user Department at: (1) the Department of Transportation, 30 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attn: Accounts Payable, or (2) the Department of Water Management, 333 South State Street, Suite 410, Chicago, Illinois 60604, Attn: Accounts Payable. to apply against the Contract. Invoices and Subcontractors Payment Certification forms must be submitted in accordance with the mutually agreed upon time period with the Department of Transportation and the Department of Water Management.

All invoices and Subcontractors Payment Certification forms must be signed, dated and reference the City Contract number and include Subcontractors Payment Certification form. All invoices and Subcontractors Payment Certification forms must include original signed proof of delivery ticket and/or signed City disposal permit and signed weight tickets by Contractor's certified weightmaster. If a Contractor has more than one (1) Contract with the City, separate invoices must be prepared for each Contract in lieu of combining items from different Contracts under the same invoice. Invoice quantities, Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment description, unit of measure and pricing information must correspond to the items quoted on the Proposal Page

Invoices for overshipments of Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment by Contract modification. Freight, handling and shipping costs are not to be invoiced; Contract terms specify deliveries F.O.B, City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

III. Delete section 3.18 Price Escalation and replace with new 3.18 Price Escalation:

3.18 PRICE ESCALATION

Prices will be adjusted, as described below, in accordance with the percent changes in the Producer Price Index for Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot Pour Joint Sealer and Colored Asphalt Surface Treatment, Nonmetallic Mineral Products-Asphalt Paving Mixtures and Blocks, Series ID: wpu 13940113, not seasonally adjusted, as it appears in the periodical Producer Price Indexes as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can be found on the Internet at www.bls.gov/ppi/:Series Report, then enter Series ID number.

Prices will be fixed for the first year of the Contract term and will thereafter be subject to adjustment on an annual basis. Prices will be adjusted based upon the percent changes (whether up or down) in the referenced index when comparing the average monthly value of the index for the first twelve (12) months of the Contract and the value of the index for the twelfth (12th) month following the month of Contract

award. Prices will then be adjusted annually in the same manner, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

All price adjustment calculations will be based on the latest version of the Producer Price Index available on the eighteenth (18th) day of the month following the month in which the index data is referenced. The effective date of an adjustment will be the twentieth (20th) day of the month following the month in which the index data is referenced. Adjustments will apply to orders placed on or after the effective date of each adjustment and all invoices must reflect prices in effect on the date the purchase or purchase order release was written.

If Producer Price Index data is not available for any month in which a price adjustment is to become effective, the PPI data for the immediately preceding month will be used as the basis for the price adjustment.

ILLUSTRATION: If the contract start date is 6/5/08, the contract pricing will be subject to adjustment after 6/5/09. An adjustment to the contract pricing is requested by the Contractor on 6/10/09. The index values (available on 6/18/09) for 3/09, 4/09 and 5/09 will be averaged (added, then divided by three). That averaged value will be divided by the index value for 6/08. The original contract price(s) will be multiplied by the quotient of that calculation, and then be rounded to two decimal places to calculate the adjusted contract price(s). The adjusted prices will be effective as of 7/20/09.

If approved by the Chief Procurement Officer, a properly executed Contract modification must be signed by the Contractor and executed by the City to reflect the price change and the effective date for the change. Original bid prices are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change

This process may be duplicated on each anniversary of the contract. (E.g. After 6/5/10, the contract price(s) then in effect will be subject to adjustment based upon the percentage difference when comparing the average index value for the three months from 3/10, 4/10 and 5/10 and the index value for 6/09. The data used will be the latest data available on 6/18/10. The re-adjusted prices will become effective as of 7/20/10).

E. DETAILED SPECIFICATIONS

I. Delete in its entirety Section 12.3 Project Area and replace with the following new 12.3 Project Area:

12.3 PROJECT AREA

This Contract will encompass the entire corporate limits of the City of Chicago.

The Regions will be defined as follows:

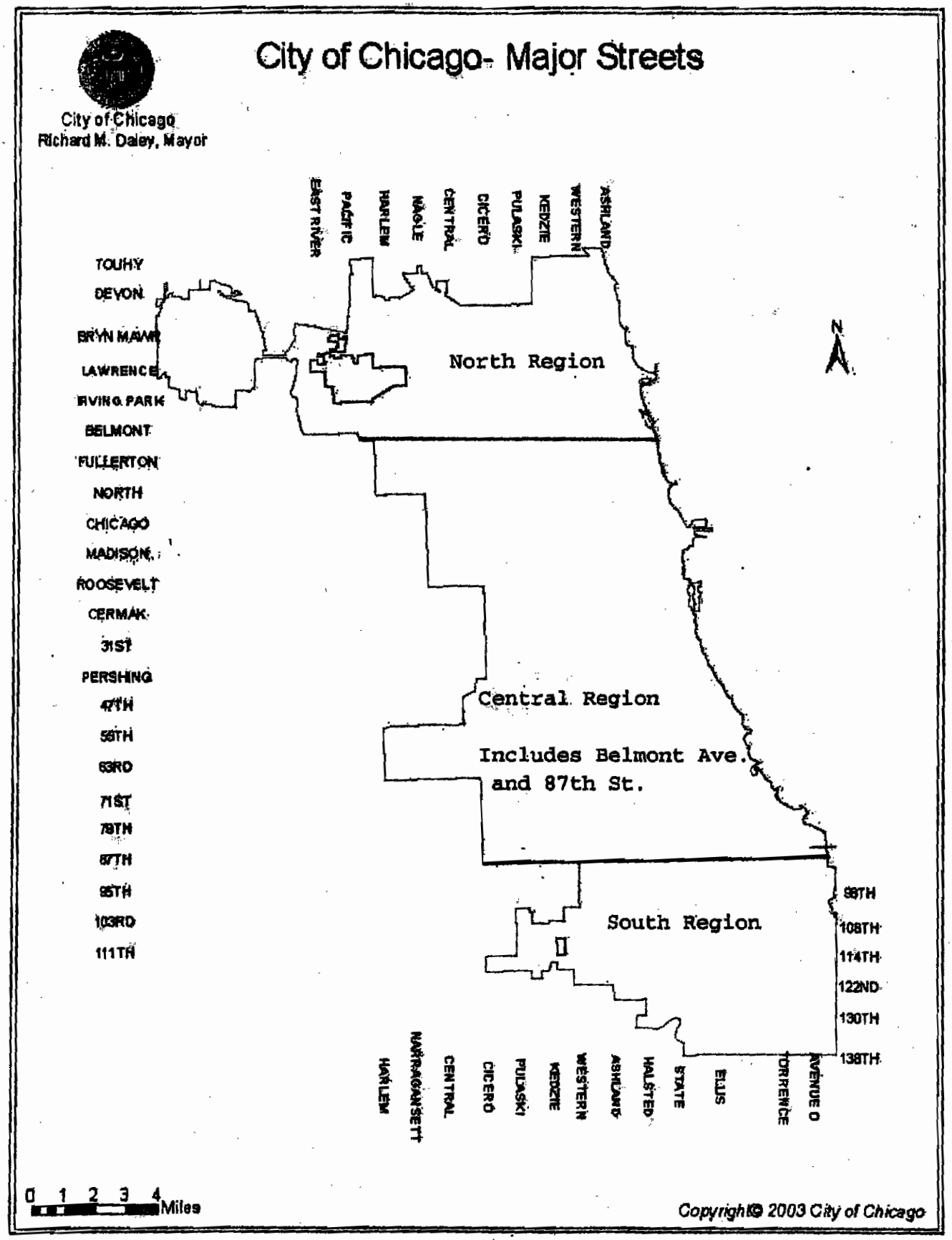
NORTH REGION:
This region consists of the City bounded by the Lake to the east, north of Belmont Ave. extended to the northern city limits, and extended to the western City limits.

CENTRAL REGION:
This region consists of the City bounded by the Lake to the east, Belmont Ave. (inclusive) to 87th St. (inclusive), and extended to the western City limits.

SOUTH REGION:
This region consists of the City bounded by the Lake to the east, south of 87th St. extended to the southern City limits, and extended to the western City limits.

12.3A Add the attached City of Chicago – Major Streets Map.

ATTACHMENT


City of Chicago- Major Streets
City of Chicago
Richard M. Daley, Mayor
EAST RIVER
PACIFIC
HARLEM
NAGLE
CENTRAL
CICERO
PULASKI
KEDZIE
WESTERN
ASHLAND
TOUHY
DEVON
BRYN MAWR
LAWRENCE
IRVING PARK
BELMONT
FULLERTON
NORTH
CHICAGO
MADISON
ROOSEVELT
CERMAK
31ST
PERSHING
47TH
55TH
63RD
71ST
79TH
87TH
95TH
103RD
111TH
North Region
Central Region
Includes Belmont Ave.
and 87th St.
South Region
N
99TH
108TH
114TH
122ND
130TH
138TH
HARLEM
NARRAGANSETT
CENTRAL
CICERO
PULASKI
KEDZIE
WESTERN
ASHLAND
HALSTED
STATE
ELLIS
LAWRENCE
AVENUE O
0 1 2 3 4 Miles
Copyright© 2003 City of Chicago

II. Delete Section 12.5 Saturdays, Sundays, Holidays Plant Operations and replace with new Section 12.5 Saturdays, Sundays, Holidays Plant Operations as follows:

12.5 SATURDAYS, SUNDAYS, HOLIDAYS PLANT OPERATIONS

As per the Detailed Specification ADDITIONAL CHARGE FOR OPENING PLANT ON SATURDAY, SUNDAY OR HOLIDAYS OR SCHEDULED NIGHT WORK The Contractor will be granted an additional charge for opening the plant on the designated Holidays or Saturdays, Sundays, and for scheduled night work, (between 7:00 p.m. and 6:00a.m.) as requested by the Commissioner provided the Contractor is not opening the plant and/or producing material for any other consumer or entity other than the City.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The City reserves the right to cancel the order two (2) hours prior to the scheduled pickup or delivery time. If the City cancels the order once the material is in transit or on site the City will pay for the material in accordance with Section 12.11 Material Acceptance.

III. Delete Section 12.7 Credit and replace with new Section 12.7 Credit.

12.7 CREDIT

If the City should delay the Contractor's delivery trucks, the Contractor will be entitled to a credit based on the length of delay.

If the City delays the release of trucks from the Plant beyond the scheduled site delivery time / rate, the City will be liable and will pay to the Contractor for every fifteen (15) minutes interval of delay over the initial first hour, in the amount shown in the Credit to Contractor for Delay by the City schedule located below.

Upon arrival to the job site the driver will check in with the City. The City is defined as Resident Engineer or Foreman. If the City is not present at the time of truck arrival, the Contractor will electronically transmit to the City notification of arrival together with a GPS printout confirming same arrival.

For any truck dispatched to the project site, the City will release the truck from the site within one (1) hour of its arrival or scheduled arrival based on rate (whichever is later). Release is defined as the City's recorded time the truck leaves the City equipment (grinder, paver, etc.). If the City does not release the truck within one (1) hour, the City will be liable and will pay to the Contractor for every fifteen (15) minutes interval of delay, in the amount shown in the following schedule:

Credit to Contractor for
Delay by the City

ITEM NO. 48 MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1HOUR) 1 TO 15 MINUTES (CREDIT IS $50.00)

ITEM NO. 49 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)

ITEM NO. 50 MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRATOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 31 TO 45 MINUTES (CREDIT IS $100.00)

ITEM NO 51 MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 46 TO 60 MINUTES (MAX CREDIT IS $125.00)

IV. Delete Section 12.9 Material Tickets and replace with new Section 12.9 Material Tickets

12.9 MATERIAL TICKETS

All material tickets must be a minimum of four (4) part and must provide the following information:

1. Line item number & item description
2. Contract number
3. Plant location/address
4. Delivery truck number
5. Tonnage (Net, Gross, & Total Truck Weight)
6. Load number & running total tonnage delivered
7. For Hauling of material, City waste disposal permit number
8. Project Number

All delivery tickets must be a minimum of four (4) part and must provide the following information:

1. Line item number & item description
2. Contract number
3. Plant location/address
4. Delivery truck number
5. Tonnage (Net, Gross, & Total Truck Weight)
6. Load number & running total tonnage delivered

Each day a summary of this information must be emailed in a pre-approved electronic format to the Department. The format will be provided by the Department upon award of this contract. Any plant or trucking difficulties leading to delays in truck loading will be documented on this summary sheet provided by the material supplier. Regardless of the nature of the delays, the Department will back-charge the material supplier for such delays as outlined in the Detailed Specification section 12.4 for Plant Operations and section 12.8 Liquidated Damages.

Two (2) tickets will be delivered. Tickets not received onsite (last loads/ trucks not returning to site) must be delivered to CDOT, Attention: Mark Fornaciari or his designee at 1501 West Pershing Road, Chicago, IL 60609 the day after operations. Any requested tickets must be delivered to CDOT within forty-eight (48) hours at 1501 West Pershing Road, Chicago, IL 60609.

All material will be ticketed once (one ticket number). Material transferred to a new location will not be re-ticketed. Unused material will receive new tickets as outlined in section 12.11 Material Acceptance.

V. Delete Section 12.11 Material Acceptance and replace with new Section 12.11 Material Acceptance

12.11 MATERIAL ACCEPTANCE

If the City does not completely use any material which was either picked up or delivered the Contractor must accept the unused material back at no additional charge to the City. All unused material sent back by the City in which the quality of the material meets the Contract Specifications will be paid for at the Contract Unit Price.

Upon delivery to the Contractor's plant facility, all material will be ticketed indicating material quantity received and the tickets must be delivered to the City as outlined in Section 12.9 Material Tickets The material will become property of the Contractor for his/her use in material production.

The Contractor's facilities must have all appropriate permits from the City of Chicago, Department of Environment, and the Illinois Environmental Protection Agency, to accept such material.

VI. Delete Section 12.15 Hot Mix Asphalt Mixture Requirements Table on page 74 and replace with new Section 12.15 Hot Mix Asphalt Mixture Requirements Table:

12.15 HOT MIX ASPHALT MIXTURE REQUREMENTS

Description: Bituminous materials used in this contract shall be in accordance with the detailed specifications provided herein, and the following mixture requirement table:

Mixture Requirement Table

ITEM	AC/PG	AIR VOIDS (%)	RAP % (MAX)
HOT-MIX ASPHALT BASE COURSE	PG 58-22	4.0	50
HOT-MIX ASPHALT BINDER COURSE, , IL-19.0 L, N30 (LOW ESAL)	PG 58-22	4.0	30
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	PG 58-22	4.0	25
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	PG 64-22	4.0	15/25**
POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90	SBS PG 70-22	4.0	10
HOT-MIX ASPHALT SURFACE COURSE, , IL-9.5L, MIX "C", N30 (LOW ESAL)	PG 58-22	3.0	30
HOT-MIX ASPHALT SURFACE COURSE, , IL-9.5L, MIX "C", N30 (LOW ESAL) with GTR (PG 58-28 or PG 52-28 modified)	GTR PG 58-28 or GTR PG 52-28	3.0	30
HOT-MIX ASPHALT SURFACE COURSE, , IL-9.5L, MIX "C", N30 (LOW ESAL) with GTR (PG 64-22 modified)	GTR PG 64-22	3.0	30
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, N30 (LOW ESAL)	PG 58-22	3.0	50
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, N30 (LOW ESAL) with GTR (PG 58-28 of PG 52-28 modified)	GTR PG 58-28 or GTR PG 52-28	3.0	50
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, N30 (LOW ESAL) with GTR (PG 64-22 modified)	GTR PG 64-22	3.0	50
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	PG 64-22	4.0	15
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	PG 64-22	4.0	10/15**
STONE MATRIX ASPHALT, BINDER COURSE	SBS PG 76-22	3.5	0
STONE MATRIX ASPHALT, SURFACE COURSE	SBS PG 76-22	3.5	0
POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-4.75, N50	SBS PG 70-22*	4.0	10
POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, SUPERPAVE, MIX "E", N90	SBS PG 70-22**	4.0	10
PERVIOUS HOT MIX ASPHALT	GTR PG 64-22	18.0	0
HOT-MIX ASPHALT SHOULDERS	PG 58-22	2.0	50

* If ADT count is greater than 60,000, an SBS PG 76-22 will be required.

** Value of Max % RAP if 3/8 RAP is used.

VI. Delete entire page 75 language through the first five (5) paragraphs of page 80 and replace with the following:

The following will be required for all Hot-Mix Asphalt Mix Designs:

All Hot Mix Asphalt mixtures will be designed in accordance with IDOT District One Procedures. In 2005, District One QC/QA Bituminous Mix Specification for Superpave requires that the Contractor perform Bituminous Mixture Design. All mix designs must be redesigned every two (2) years with the exception of N90 or above mixtures and mixtures containing Slag or Steel Slag Aggregate. SMA and N30LC designs must also be designed annually. Bituminous mix design period must be between November 1 and October 31 of the design year, Substantial changes in mixture components may necessitate redesign of any mixture even if it is less than two (2) years old. All submittals must be a four-point design. See Appendix A-2 for Hot-Mix Asphalt Design Procedures.

An exception will be made for Crushed Concrete and Foundry Sand. Gravities must be run by the Producer for comparison with tests performed by the Commissioner.

Mix Design Verification - All designs and verifications must be submitted to the Commissioner's Quality Assurance materials laboratory for proper verification. Submittals must be in accordance with Appendix A-2.

ITEM NO. 1 PRIMERS, EMULSION (PICK-UP)
ITEM NO. 2 PRIMERS, EMULSION (DELIVERED)
ITEM NO. 3 PRIMERS, EMULSION, 5 GALLON BUCKET (DELIVERED)
ITEM NO. 4 PRIMERS, EMULSION, 55 GALLON DRUM (DELIVERED)
ITEM NO. 5 PRIMERS, POLYMER MODIFIED EMULSION (PICK-UP)
ITEM NO. 6 PRIMERS, POLYMER MODIFIED EMULSION (DELIVERED)

Description. This work will consist of furnishing bituminous materials in accordance with Section 1032.05 of the Standard Specifications and as herein modified.

Asphalt Primers
The Asphalt Cement used in the preparation of mixtures must comply with Article 1032.05 of the SSRBC. Asphalt Emulsion must be used on all local streets. The Asphalt Primers are SS-1, SS-1h, and RC 70 must comply with Article 1032.06 of the SSRBC.

Polymer Modified Emulsion Asphalt
The Polymer Modified Emulsion Asphalt used in the preparation of mixtures must comply with Article 1032.06 of the SSRBC except as modified herein. Polymer Modified Emulsion Asphalt must be used on all non-local streets. The Polymer Modified Emulsion Asphalt Primers are SS-1hp and CSS-1hP must comply with Article 1032.06 of the SSRBC.

ITEM NO. 7 HOT-MIX ASPHALT BASE COURSE (PICK-UP)
ITEM NO. 8 HOT-MIX ASPHALT BASE COURSE

Description. This work must consist of producing and furnishing (for pick-up or delivery) hot-mix asphalt base course in accordance with Sections 355.02 and 1030 of the SSRBC.
Bituminous mixture must be in accordance with the Mixture Requirement Table in Section 12.15 of the Detailed Specifications.

Reclaimed Asphalt Pavement (RAP) must be in accordance with Section 1031 of the SSRBC and Section 12.12

of the Detailed Specifications.

ITEM NO. 9 HOT-MIX ASPHALT BINDER COURSE, IL-19.0 L, N30 (LOW ESAL) (PICK-UP)
ITEM NO. 10 HOT-MIX ASPHALT BINDER COURSE, IL-19.0 L, N30 (LOW ESAL) (DELIVERED)

Description. This work shall consist of producing and furnishing (for pick-up or delivery) Hot-Mix Asphalt surface and binder mixtures using Illinois Modified Strategic Highway Research Program (SHRP) Superpave criteria. This work shall be in accordance with Sections 406, 407 and 1030 of the Standard Specifications.
Bituminous mixture shall be in accordance with the Mixture Requirement Table in Section 12.15 of the Detailed Specifications.
Reclaimed Asphalt Pavement (RAP) shall be in accordance with Section 1031 of the SSRBC and Section 12.12 of the Detailed Specifications.

ITEM NO. 19 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5L, MIX "C", N30 (LOW ESAL) (PICK-UP)
ITEM NO. 20 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5L, MIX "C", N30 (LOW ESAL) (DELIVERED)

ITEM NO. 622 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 58-28 or 52-28 modified) (PICK-UP)
ITEM NO. 623 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 58-28 or 52-28 modified) (DELIVERED)

ITEM NO. 624 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 modified) (PICK-UP)
ITEM NO. 625 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 modified) (DELIVERED)

Description. This work shall consist of producing and furnishing (for pick-up or delivery) Hot-Mix Asphalt Surface Course IL-9.5L with Ground Tire Rubber (GTR) AC and/or Hot-Mix Asphalt Surface Course IL-9.5L in accordance with Sections 406 and 1030 of the Standard Specifications except as modified herein.

Materials. Bituminous mixtures listed in this section, except those with GTR AC shall be in accordance with the Mixture Requirement Table in Section 12.15 of the Detailed Specifications.
Reclaimed Asphalt Pavement (RAP) shall be in accordance with Section 1031 of the SSRBC and Section 12.12 of the Detailed Specifications.

Ground-Tire Rubber (GTR) AC for IL-9.5L and IL-9.5LC surface mixes shall be in accordance with the following:

The Asphalt Cement (Binder) shall be a CDOT approved Ground-Tire Rubber (GTR) modified asphalt cement. The base asphalt cement shall be as indicated on Table 12.15.

At the start of the project, a sample of the GTR modified asphalt cement shall be obtained at the plant and submitted to the City for verification of the asphalt grade.

Ground Tire Rubber (GTR). The GTR shall be produced from processing automobile and/or truck tires by the

ambient grinding method. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. The GTR shall not exceed 2 mm (1/16 in.) in length and shall contain no free metal particles. Detection of free metal particles shall be determined by thoroughly passing a magnet through a 50 gram sample. Metal embedded in rubber particles will be permitted.

The GTR shall be stored in a dry location protected from the rain. When the GTR is combined with the asphalt cement, the moisture content of the GTR shall not cause foaming of the blend.

When tested in accordance with ASTM C-136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates, (Illinois-modified AASHTO T-27, Sieve Analysis of Fine and Coarse Aggregates) a 50 gram sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
2.36 mm (No. 8)	100
1.18 mm (No. 16)	98 ± 2
600 µm (No. 30)	95±5
300 µm (No. 50)	50 ± 10
150 µm (No. 100	10 ± 5
75 µm (No. 200)	2 ± 2

A mineral powder (such as talc) meeting AASHTO M17, Mineral Filler for Bituminous Paving Mixtures, requirements may be added, up to a maximum of 4% by weight of GTR particles, to reduce sticking and caking of the GTR particles.

GTR shall have a specific gravity of 1.15 ± 0.05 when tested in accordance with ASTM D-1817, Standard Test Method for Rubber Chemicals-Density.

The GTR may be provided in bulk or in whole plastic containers. Plastic containers shall be made from low density polyethylene having a melting point less than 115° C (240° F). The manufacturer shall ship along with the GTR, certificates of compliance which certify that all requirements of this specification are complied with for each production lot number or shipment.

Extender Oils or Polymeric Aids. With approval of the Engineer, compatible extender oils and/or polymers may be added to the GTR or to the asphalt-rubber blend. The additional costs for the extender oils and/or polymer additions shall be borne by the Contractor. The Contractor shall provide material product information along with usage rates for approval.

Blending. The GTR shall be blended with the asphalt cement, forming a consistent, homogeneous blend, prior to being added to aggregates. The Terminal Blend method, where the GTR is blended and reacted with the asphalt cement at the asphalt refinery, shall be used. The minimum amount of GTR for asphalt-rubber blends shall be as follows:

Base PG Grade	Minimum GTR
PG-64-22	10%
PG 52-28	10%
PG 58-28	10%

The GTR shall be blended with the asphalt cement and reacted for a minimum of 45 minutes at a temperature of 163°C to 191°C (325°F to 375°F). The mixing temperature of the HMA mixture shall be 149-177°C (300-350°F).

Hot Mix Plant. The type of plant used for the manufacture of GTR modified HMA may be either a batch or drier drum plant meeting the requirements of the Standard Specifications, with the following exceptions:

(a) Storage and Conveyance. Silo storage of GTR modified HMA shall not exceed 4 hours.

(b) Plant modification. Introduction of GTR into rubber modified asphalt mixtures may require additional plant modifications. The Engineer will have final approval of the plant.

(c) Plant Calibration. The asphalt plant shall be calibrated and approved by The Illinois Department of Transportation Bureau of Materials and Physical Research or the City before production of the rubber modified asphalt mixture.

Terminal Processing and Storage.

(a) At the asphalt production facility for Terminal Processing, a separate agitated shipping storage tank shall be required, with continuous mixing and recirculation of the asphalt-rubber blend to react the GTR with the asphalt cement. This tank shall be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 163°C to 191°C (325°F to 375°F) for a minimum of 45 minutes.

(b) Once the Terminal Processing of GTR and asphalt cement produces a homogeneous blend at the production facility, test samples shall be obtained and submitted to the City for testing.

(c) Terminal Blended GTR modified asphalt may be stored at the production facility for up to 30 days at 149°C to 177°C (300°F to 350°F) with continuous mixing.

(d) A dedicated storage tank for "terminal blended GTR" shall be required at the hot mix plant. This tank shall be capable of providing continuous mixing and/or recirculation of the asphalt-rubber blend. This tank shall be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 150°C to 177°C (300°F to 350°F) for a maximum of 3 days.

ITEM NO. 21 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, MIX "C", N30 (LOW ESAL) (PICK-UP)
ITEM NO. 22 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, MIX "C", N30 (LOW ESAL) (DELIVERED)

ITEM NO. 634 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, MIX "C", N30 (LOW ESAL) WITH GTR (PG 58-28 or 52-28 modified) (PICK-UP)
ITEM NO. 635 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, MIX "C", N30 (LOW ESAL) WITH GTR (PG 58-28 or 52-28 modified) (DELIVERED)

ITEM NO. 636 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 modified) (PICK-UP)
ITEM NO. 637 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 modified) (DELIVERED)

Description. This work shall consist of producing and furnishing (for pick-up or delivery) Hot-Mix Asphalt Surface Course IL-9.5LC with GTR and/or Hot-Mix Asphalt Surface Course IL-9.5LC in accordance with Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials.

(a) Coarse Aggregate. For the IL-9.5LC mixture, the Coarse Aggregate shall meet the requirements of a hot-mix asphalt surface course except that gravel and Class C Quality, or better, aggregate may be used.

Recycled Concrete utilized will meet the following requirements:

Recycled Concrete shall be produced meeting the requirements of the Aggregate Gradation Control System (AGCS) as referenced in Appendix A-1 except as modified herein:

1. Gradation will be CM13, CM14, CM15, or CM16.

Commissioner will certify source of Recycled Concrete. In addition, the Commissioner will assume the responsibilities of IDOT.

Commissioner will perform all Quality Testing. Quality Tests will be outlined in 1004.01 (b) of the Standard Specifications.

Recycled Concrete will be allowed up to 50% of the total Coarse Aggregate in the mixture by volume. The RAP content will not be used when determining the maximum allowable.

Fine Aggregate. Material used will meet the requirements of Article1003.03 of the Standard Specifications for hot-mix asphalt mixtures except as herein modified.

If Foundry Sand is utilized it shall meet the following requirements:

Foundry Sand shall be produced in accordance with the requirements of the Aggregate Gradation Control System (AGCS) as referenced in Appendix A-1 and Section 1003 of the Standard Specifications except as modified herein:

Gradation shall be FM02, FM20, FM21.
Quality shall be C or better.
Commissioner will perform all quality testing. Quality Tests will be outlined in 1003.01 of the Standard Specifications.

2. Recycled Concrete Sand shall meet the following requirements:

Recycled Concrete Sand shall be produced in accordance with the requirements of the Aggregate Gradation Control System (AGCS) as referenced in Appendix A-1 except as modified herein:

Gradation will be FM02, FM20, FM21.
Quality will be C or better.
Commissioner will certify source of Recycled Concrete. In addition, the Commissioner will assume the responsibilities of IDOT.
Commissioner will perform all Quality Testing. Quality Tests will be outlined in 1003.01 of the Standard Specifications.

Reclaimed Asphalt Pavement (RAP). RAP shall be in accordance with Section 1031 of the SSRBC and Section 12.12 of the Detailed Specifications.

Bituminous Material. Bituminous mixture shall be in accordance with the Mixture Requirement Table in Section 12.15 of the Detailed Specifications.

Ground-Tire Rubber (GTR) AC Requirements for IL-9.5L and IL-9.5LC surface mixes:

The Asphalt Cement (Binder) shall be a CDOT approved Ground-Tire Rubber (GTR) modified asphalt cement. The base asphalt cement shall be as indicated on Table 12.15.

At the start of the project, a sample of the GTR modified asphalt cement shall be obtained at the plant and submitted to the City for verification of the asphalt grade.

Ground Tire Rubber (GTR). The GTR shall be produced from processing automobile and/or truck tires by the ambient grinding method. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. The GTR shall not exceed 2 mm (1/16 in.) in length and shall contain no free metal particles. Detection of free metal particles shall be determined by thoroughly passing a magnet through a 50 gram sample. Metal embedded in rubber particles will be permitted.

The GTR shall be stored in a dry location protected from the rain. When the GTR is combined with the asphalt cement, the moisture content of the GTR shall not cause foaming of the blend.

When tested in accordance with ASTM C-136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates, (Illinois-modified AASHTO T-27, Sieve Analysis of Fine and Coarse Aggregates) a 50 gram sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
2.36 mm (No. 8)	100
1.18 mm (No. 16)	98 ± 2
600 µm (No. 30)	95±5
300 µm (No. 50)	50 ± 10
150 µm (No. 100	10 ± 5
75 µm (No. 200)	2 ± 2

A mineral powder (such as talc) meeting AASHTO M17, Mineral Filler for Bituminous Paving Mixtures, requirements may be added, up to a maximum of 4% by weight of GTR particles, to reduce sticking and caking of the GTR particles.

GTR shall have a specific gravity of 1.15 ± 0.05 when tested in accordance with ASTM D-1817, Standard Test Method for Rubber Chemicals-Density.

The GTR may be provided in bulk or in whole plastic containers. Plastic containers shall be made from low density polyethylene having a melting point less than 115° C (240° F). The manufacturer shall ship along with the GTR, certificates of compliance which certify that all requirements of this specification are complied with for each production lot number or shipment.

Extender Oils or Polymeric Aids. With approval of the Engineer, compatible extender oils and/or polymers may be added to the GTR or to the asphalt-rubber blend. The additional costs for the extender oils and/or polymer additions shall be borne by the Contractor. The Contractor shall provide material product information along with usage rates for approval.

Blending. The GTR shall be blended with the asphalt cement, forming a consistent, homogeneous blend, prior to being added to aggregates. The Terminal Blend method, where the GTR is blended and reacted with

the asphalt cement at the asphalt refinery, shall be used. The minimum amount of GTR for asphalt-rubber blends shall be as follows:

Base PG Grade	Minimum GTR
PG-64-22	10%
PG 52-28	10%
PG 58-28	10%

The GTR shall be blended with the asphalt cement and reacted for a minimum of 45 minutes at a temperature of 163°C to 191°C (325°F to 375°F). The mixing temperature of the HMA mixture shall be 149-177°C (300-350°F).

Hot Mix Plant. The type of plant used for the manufacture of GTR modified HMA may be either a batch or drier drum plant meeting the requirements of the Standard Specifications, with the following exceptions:

(a) Storage and Conveyance. Silo storage of GTR modified HMA shall not exceed 4 hours.

(b) Plant modification. Introduction of GTR into rubber modified asphalt mixtures may require additional plant modifications. The Engineer will have final approval of the plant.

(c) Plant Calibration. The asphalt plant shall be calibrated and approved by The Illinois Department of Transportation Bureau of Materials and Physical Research or the City before production of the rubber modified asphalt mixture.

Terminal Processing and Storage.
(a) At the asphalt production facility for Terminal Processing, a separate agitated shipping storage tank shall be required, with continuous mixing and recirculation of the asphalt-rubber blend to react the GTR with the asphalt cement. This tank shall be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 163°C to 191°C (325°F to 375°F) for a minimum of 45 minutes.

(b) Once the Terminal Processing of GTR and asphalt cement produces a homogeneous blend at the production facility, test samples shall be obtained and submitted to the City for testing.

(c) Terminal Blended GTR modified asphalt may be stored at the production facility for up to 30 days at 149°C to 177°C (300°F to 350°F) with continuous mixing.

(d) A dedicated storage tank for "terminal blended GTR" shall be required at the hot mix plant. This tank shall be capable of providing continuous mixing and/or recirculation of the asphalt-rubber blend. This tank shall be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 150°C to 177°C (300°F to 350°F) for a maximum of 3 days.

1030.04 Mixture Design.

The mixture design requirements for IL 9.5LC and IL 19.0LC shall be in accordance with IL 9.5L and IL 19.0L

VII. Delete Items 37 through 39 Detailed Specification and replace with new Items 37 through 39 Detailed Specification as follows:

ITEM NO. 37 HIGH PERFORMANCE COLD PATCH ASPHALT (PICK-UP)
ITEM NO. 38 HIGH PERFORMANCE COLD PATCH ASPHALT (PICK-UP 10 TON MINIMUM)
ITEM NO. 39 HIGH PERFORMANCE COLD PATCH ASPHALT (DELIVERED)

General Description. This work shall consist of producing high performance cold patch material as described herein. All materials, inspection and testing requirements apply to all approved suppliers of this product in addition to the proprietary information provided by each manufacturer.

Materials. The patching material shall be composed of a mineral aggregate, plant-mixed with a liquid asphalt and chemical additives from the suppliers of the mixtures. The bituminous material shall be capable of coating wet aggregates without stripping, and shall be available in various grades so that one such grade will enable a stockpile to remain pliable and workable at a temperature of -26 °C (-15 °F). The patching material shall be capable of maintaining adhesive qualities in patched areas which are damp or wet at time of application, and also after remaining in an uncovered stockpile for up to twelve (12) months.

The aggregate supplier must provide documentation that the material supplied meets the requirements set forth by the high performance cold patch asphalt supplier. This information must be supplied prior to production. The following physical test data is required[1]:

Soundness Loss (Sodium 5 cycles)	ASTM C 88
Los Angeles Abrasion Loss	ASTM C 131
Specific Gravity/Absorption	ASTM C 127 & 128
Minus 200 Sieve Wash Loss	ASTM C 117

[1] All test results must be provided by an AMRL Accredited Laboratory.

A total of two (2) washed aggregate gradations per aggregate size must be performed prior to each day of production. Both samples must meet the specification requirements of the design provided by the supplier. If any single test does not meet the requirements, a resample must be taken and production cannot begin until both of the samples meet the specifications.

All sampling must be performed by a certified technician with a minimum of a 3-Day Aggregate Certification by the Illinois Department of Transportation (IDOT). All sampling must be in accordance with the IDOT guidelines set forth under the Aggregate Gradation Control System (AGCS).

Inspection. The producer must notify the City a minimum of 24 hours prior to production of the material to allow for a City representative to be present. A technical representative from the liquid blend supplier shall be present at the time of production to assure quality of the mix. This representative must provide documentation stating that all required testing was performed, daily tonnage, his/her name and contact information, and verification the mixture meets the design criteria. This supervision will be provided at the expense of the liquid supplier.

The producer must supply data logger information to the City and to the technical representative of the liquid supplier. The data logger must be in compliance with the Illinois Department of Transportation Section 1102.01 of the Standard Specifications for Road and Bridge Construction.

A sample of the high performance cold patch asphalt must be obtained within the first 500 tons for each day's production. If the day's production exceeds 500 tons, then an additional sample must be taken at random to represent the remaining material produced.

Sampling must be performed as directed in the Illinois Department of Transportation's "Bituminous Concrete QC/QA Initial Daily Plant and Random Samples." Sampling must be performed by an IDOT certified HMA Level II technician. The producer shall split all required samples per the Engineer's instructions. These split samples shall be retained by the producer for assurance testing by the City's independent quality assurance agency and be disposed of only with the permission of the City. The split samples shall be stored in a sealed plastic bag in a temperature controlled environment. The following information shall be provided on the bag: Date, Producer Supplier No., and proprietary name of cold patch material used.

Extraction of Bituminous Material and Washed Gradation must be performed on each sample obtained in accordance with AASHTO T 164 (ASTM D 2172). The weight of bitumen extracted from each sample must be adjusted for the moisture content of the sample according to AASHTO T 110 (ASTM D 1461) to correctly determine the actual percent bitumen in the high performance cold patch mixture. The results of this testing cannot be outside the parameters set by the supplier in the mix design for the high performance cold patch asphalt material that is being used by the producer.

Acceptance by the Engineer. Final acceptance will be based on the following:

a) Validation of the producer's quality control by the assurance process.
b) The producer's process and actions.
c) Department assurance tests for extraction and gradation.

Control of the materials shall be in accordance with the general requirements of Section 106 of the current Standard Specifications for Road and Bridge Construction. A five kilogram (ten-pound) sample of the mineral aggregate and one-liter (one-quart) sample of the liquid asphalt shall be submitted to the Department for performing the tests specified herein.

(a) Aggregate

All Coarse Aggregate used in the mixtures shall consist of crushed stone of Class B quality or better as defined in Article 704.01 (a) & (b) of the above cited Standard Specifications.

(b) Bituminous Materials

The bituminous material shall be a formulation of the liquid asphalt blend prepared under the supervision of the mix supplier. It shall meet the requirements of ASTM D 2026 or ASTM 2027, whichever applies, modified as follows:

	OPTIMIX	QPR-2000	SYLCRETE EV	SYLCRETE VA	UPM	EZ STREET	SMP
ASTM D 92 Flash point (COC) °C (°F)-minimum	94 (200)	94 (200)	94 (200)	94 (200)	94 (200)	94 (200)	94 (200)
ASTM D 2170 Kinematic Viscosity 60°C(140°F) mm^2/s (cSt)	350-3000	300-4000	300-4000	300-4000	400-2500	280-400 (cPs)	300-4000
ASTM D 95 Water % - maximum	0.2	0.2	0.2	0.2	0.2	—	0.2
ASTM D 402 Distillate % by Volume of Original Sample							
Temperature Distillate to 437 °F Distillate to 500 °F Distillate to 600 °F	0 0-5 0-21	0 0-5 0-25	0 0-5 0-25	0 0-5 0-25	0 0-5 0-18	0 0-5 8-50	0 0-5 0-25
Residue from distillation to360°C(680°F) % Volume by Difference	70-94	72-95	—	—	73-95	70-95	72-95
Residue Tests: ASTM D 2171 Absolute Viscosity 60 °C(140°F) Pascal Seconds (Poises)	11.5-44.0 (115-440)	12.5-42.5 (125-425)	12.5-42.5 (125-425)	12.5-42.5 (125-425)	12.5-42.5 (125-425)	12.0-42.5 (120-425)	12.5-42.5 (125-425)
ASTM D 5 Penetration 25°C(77°F) 100 g, 5s – minimum	—	200	—	—	—	—	200
ASTM D 5 Penetration, modified with cone, 25°C(77°F) 150 g, 5s – minimum	200	—	180	180	180	—	180
ASTM D 113 Ductility 21 °C(70°F) 1cm/min. cm – minimum	—	—	100	100	—	100	—
ASTM D 113 Ductility 4°C(39°F) 1cm/min, cm – minimum	85	100	—	—	100	100	100
ASTM D 2042 Solubility in Trichloroethylene % - minimum	99.0	99.0	99.0	99.0	99.0	99.0	99.0

(c) Stripping Tests
The combined UPM and liquid asphalt shall also meet the following stripping tests:

(1) Stripping Tests: Dry Aggregate. Two-hundred grams of the air-dried aggregate passing the 12.5 mm (1/2-inch) sieve and retained on the 4.75 mm (No. 4) sieve shall be combined with 6.3 percent, by weight, UPM liquid asphalt and mixed in a hemispherical metal dish with a stiff spatula for three to five minutes or until a uniform coating is obtained. Twenty-five grams of this material shall be immediately place in an oven at 60 °C, ± 3 °C (140 °F, ± 5 °F), for eighteen to twenty-four hours, after which it shall be thoroughly mixed and allowed to cool to room temperature. The sample shall then be immersed in water at a temperature of 49 °C, ±3 °C (120 °F, ±5°F), and maintained at this temperature for twenty-four hours. At the end of this period, the area of the aggregate remaining coated shall be determined visually while the sample is still immersed in water. Surface coating of at least 90 percent must be retained on the aggregate. A test similar to the above using MC-250 shall be made for comparison.

(2) Stripping Test: Wet Aggregate. Two-hundred grams of the aggregate passing the 12.5 mm (1/2-inch) sieve and retained on the 4.75 mm (No. 4) sieve shall be immersed in water for twenty-four hours and the excess water drained off, leaving the aggregate surface wet. This aggregate shall be combined with 6.3 percent, by weight, UPM liquid asphalt and mixed in a hemispherical metal dish with a stiff liquid spatula for three to five minutes or until a uniform coating is obtained. Twenty-five grams of this material shall be immediately place in an oven at 60 °C, ± 3 °C (140 °F, ± 5 °F), for eighteen to twenty-four hours, after which it shall be thoroughly mixed and allowed to cool to room temperature. The sample shall then be immersed in water at a temperature of 49 °C, ± 3 °C (120 °F, ± 5 °F), and maintained at this temperature for twenty-four hours. At the end of this period, the area of the aggregate remaining coated shall be determined visually while the sample is still immersed in water. Surface coating of at least 90 percent must be retained on the aggregate. A test similar to the above using MC-250 shall be made for comparison. In estimating the percentage of area remaining coated, any thin or translucent area shall not be considered as being coated.

Each of the following mixes, Sylcrete EV, Sylcrete VA, Optimix, QPR-2000 , EZ Street, UPM, and SMP shall also meet the following stripping tests.

(1) Place 50 grams of cold mix into a beaker containing 400 ml of boiling distilled water. Bring back to boiling and boil for 3 minutes with constant stirring at 1 revolution per second. At the end of 3 minutes, remove the beaker from the heat source and immediately decant the water. Empty the wet mix onto a paper towel and examine. The retained coating shall not be less than 95 percent.
(2) AASHTO T 182 Coating and Stripping of Bitumen-Aggregate Mixtures.

Inspection. The Engineer or his authorized representative shall have access at any time to all parts of the plant in order to verify weights or proportions and quality of materials used in the preparation of the mixture. The manufacturer shall afford such facilities as may be required for making inspection at the plant and for collecting and forwarding samples of the ingredient materials and bituminous mixture to the Department.

Plant and Equipment. Storage facilities and all equipment used in the preparation of the mixture shall be approved by the Department. An approved drier shall be available for surface drying the aggregate when needed. The materials for individual batches shall be measured accurately, either by volume or weight, by

approved methods and equipment. A batch type mixer of approved design and capacity shall be used in mixing the ingredient materials. However, approval for the use of a continuous mixer will be given if it can be shown that satisfactory results will be obtained.

Preparation of Mixture. The aggregate and Optimix, or QPR-2000, or Sylcrete, or UPM, or EZ Street, or SMP liquid asphalt shall be proportioned into the mixer and mixed for at least 30 seconds or until a uniformly coated mixture is obtained. The liquid asphalt shall be heated to a temperature of 93 °C, ± 28 °C (200° F, ± 50° F), at the time of mixing, and in accordance with the instructions of mix supplier. When necessary to heat the aggregates, the aggregates should not be heated to more than 68 °C (155 °F).

Composition of Mixture. The ingredients shall be combined to produce a mixture meeting the approval of the Department and conforming to the following composition limits, by weight, as determined by tests of the prepared mixture:

Gradation of Extracted Aggregate (% Passing) 1/

SIEVE SIZE	OPTI-MIX	SYLCRETE EV AND VA			UPM		EZ STREET	
		MIX #1	MIX #2	QPR-2000	MIX #1	MIX #2	MIX #1	MIX #2
12.5 mm (1/2")	100	100	100	100	100	100	100	100
9.5 mm (3/8")	90-100	100	90-100	90-100	90-100	100	90-100	95-100
4.75 mm (No. 4)	20-55	85-100	20-55	20-55	15-55	70-100	20-55	80-100
2.36 mm (No. 8)	5-30	10-40	5-30	5-30	--	--	10-40	5-30
1.18 mm (No. 16)	0-10	0-10	0-10	0-10	0-10	0-10	0-10	0-10
600um(No. 30)	--	0-7	0-7	--	--	--	--	--
300um(No. 50)	0-5	0-5	0-5	0-5	--	--	0-5	0-5
75um(No. 200)	0-2	0-2.5	0-2.5	0-2	0-4	0-4	0-4	0-4
Residual Bitumen 2/	3-6.5	3-6.5	3-6.5	3-7.0	3.5-6.5	3.5-6.5	3.5-7.0	3.5-7.0

1/ Based on percent of total aggregate weight.
2/ Based on percent of total mixture weight.

Gradation of Extracted Aggregate (% Passing) 1/
(SMP Material Only)

SIEVE SIZE	MIX #1	MIX #2
12.5 mm (1/2")	100	100
9.5 mm (3/8")	100	90-100
4.75 mm (No. 4)	85-100	20-55
2.36 mm (No. 8)	10-40	5-30
1.18 mm (No. 16)	0-10	0-10
300 um (No. 50)	0-5	0-5
75 um (No. 200)	0-4.0	0-4.0
Residual Bitumen 2/	3-5-7.0	3.5-7.0

1/Based on percent of total aggregate weight.
2/Based on percent of total mixture weight.

IX. Delete Section 12.16 Bituminous Millings and replace with new Section 12.16 Bituminous Millings:

12. 16 BITUMINOUS MILLINGS

ITEM NO. 45 HAULING BITUMINOUS MILLINGS FROM SITE TO PLANT

Description. This work consists of the pick up of bituminous milling material removed by City Forces at various project sites throughout the City. The material must be picked up from either a milling machine or other loading device such as an end loader or sweeper. The material must become the property of the Contractor for his/her use in material production.

The Contractor must only dispose or store the millings at a facility that has all appropriate permits from the City of Chicago, Department of Environment, and the Illinois Environmental Protection Agency.

Upon delivery to the Contractor's plant facility, all material will be ticketed indicating material quantity received. The material must become property of the Contractor for his/her use in material production.

The City will notify the Contractor by 3:00 p.m., Monday through Friday, of the day prior to the requested pick up. The order will be placed via verbal, faxed, or written notification. At the time of placing the order the City will specify an estimated pickup tonnage and pickup time. The City will place individual orders per project location.

The material must be picked up by the Contractor between the hours of 6 a.m. to 7 p.m., Central Standard Time, Monday through Friday.

The initial pick up of millings shall be at the time specified on the order. Subsequent pickups required to complete the order shall be loaded on the truck within a half hour of the truck's arrival to the project site.

Should the Contractor fail to meet the scheduled pickup time specified on the order, the Contractor shall be liable to the Department for the amount of $750.00, not as a penalty, but as liquidated and ascertained damages for each thirty (30) minute interval beyond the scheduled pickup time.

The Department will deduct these liquidated damages from any monies due or to become due to the Contractor from the Department.

All orders placed by the City for hauling of bituminous millings from site will be a minimum of five (5) tons. Any orders less than five (5) tons the Contractor must be paid for five (5) tons of the hauling of bituminous millings of the specified range.

If the City should delay the Contractor's trucks, the Contractor must be entitled to a credit based on the length of delay.

For any truck dispatched to the project site, the City will release the truck from the site within one (1) hour of its arrival. Upon arrival to the job site the driver must check in with the City. If the City does not release the truck within one (1) hour, the City will be liable and will pay to the Contractor for every fifteen (15) minute interval of delay, per Section 12.7 Credit.

ITEM NO. 46 PERVIOUS HOT-MIX ASPHALT (PICK-UP)
ITEM NO. 47 PERVIOUS HOT-MIX ASPHALT (DELIVERED)

Description. This work shall consist of producing and furnishing (for pick-up or delivery) Pervious Hot-Mix Asphalt mixtures using Illinois Modified Strategic Highway Research Program (SHRP) Superpave criteria. This work shall be in accordance with Sections 406, 407 and 1030 of the Standard Specifications, except as modified herein.

Mix Design – Amend Article 1030.04: At the request of the Contractor, the CDOT will provide the mix design and production control testing. The Mix Design shall be performed in accordance with the procedures set forth in the IDOT Level III HMA Manual. CDOT will verify the mix via the IDOT Mix Verification procedure.

Volumetric Requirements:

N-Design.....50

Design Air Voids.....18.0% Minimum

% AC..... ..... 5.5% Minimum (5.8 % with GTR AC)

Fiber Requirements: A fiber additive shall be included in the polymer-modified mixture. The fiber additive is not required with GTR AC if the mix passes the draindown test.

The fibers shall be either cellulose or mineral. Typical ranges of dosage rates are shown but the actual dosage rate will be determined by the Engineer. The dosage rate for cellulose shall be approximately 0.4% by total mixtures mass and sufficient to prevent draindown. Cellulose mixtures shall conform to the properties outlined in Table 1. For mineral fiber, the dosage rate shall be approximately 0.5% by total mixture mass and sufficient to prevent draindown. Mineral fibers mixtures shall conform to the properties outlined in table 2.

Drain down: In accordance with ASTM D6390, drain down of the binder shall be no greater than 0.3%. Silo storage time shall not exceed four (4) hours.

Stability Requirements: Marshall Stability shall be determined according to IL Modified AASHTO T 245-94. Using 6 inch diameter samples and a 6 inch breaking head, minimum stability shall be a minimum of 1,500 psi at a flow of 12.

Materials.

Aggregate: Aggregate shall be crushed "B" quality in accordance with article 1004.01 of the Standard Specifications. Recycled aggregate is NOT allowed. Aggregate used in the mix shall meet the following gradation.

Sieve Size	Percent Passing
3/4 in.	100%
½ in.	85%-100%
3/8 in.	55%-75%
No. 4	10%-25%
No. 8	5%-10%
No. 200	2%-4%

No individual aggregate gradation is specified. For production control, the aggregate blend shall include at

least two coarse aggregate products. The aggregates used shall be capable of being combined to meet the specified gradation.

PG Binder Requirements

PG Binder Option 1: PG Binder shall be IDOT approved SBS/SBR PG 76-22. The elastic recovery of the asphalt cement used shall be a minimum of 0.80.

PG Binder Option 2: PG Binder shall be a CDOT approved Ground-Tire Rubber (GTR) modified asphalt cement. The base asphalt cement shall be PG 64-22, approved by IDOT.

At the start of the project, a sample of the GTR modified asphalt cement shall be obtained at the plant and submitted to the City for verification of the asphalt grade.

Ground Tire Rubber (GTR). The GTR shall be produced from processing automobile and/or truck tires by the ambient grinding method. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. The GTR shall not exceed 2 mm (1/16 in.) in length and shall contain no free metal particles. Detection of free metal particles shall be determined by thoroughly passing a magnet through a 50 gram sample. Metal embedded in rubber particles will be permitted.

The GTR shall be stored in a dry location protected from the rain. When the GTR is combined with the asphalt cement, the moisture content of the GTR shall not cause foaming of the blend.

When tested in accordance with ASTM C-136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates, (Illinois-modified AASHTO T-27, Sieve Analysis of Fine and Coarse Aggregates) a 50 gram sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
2.36 mm (No. 8)	100
1.18 mm (No. 16)	98 ± 2
600 µm (No. 30)	95±5
300 µm (No. 50)	50 ± 10
150 µm (No. 100	10 ± 5
75 µm (No. 200)	2 ± 2

A mineral powder (such as talc) meeting AASHTO M17, Mineral Filler for Bituminous Paving Mixtures, requirements may be added, up to a maximum of 4% by weight of GTR particles, to reduce sticking and caking of the GTR particles.

GTR shall have a specific gravity of 1.15 ± 0.05 when tested in accordance with ASTM D-1817, Standard Test Method for Rubber Chemicals-Density.

The GTR may be provided in bulk or in whole plastic containers. Plastic containers shall be made from low density polyethylene having a melting point less than 115° C (240° F). The manufacturer shall ship along with the GTR, certificates of compliance which certify that all requirements of this specification are complied with for each production lot number or shipment.

Extender Oils or Polymeric Aids. With approval of the Engineer, compatible extender oils and/or polymers may be added to the GTR or to the asphalt-rubber blend. The additional costs for the extender oils and/or polymer additions shall be borne by the Contractor. The Contractor shall provide material product information along with usage rates for approval.

Blending. The GTR shall be blended with the asphalt cement, forming a consistent, homogeneous blend, prior to being added to aggregates. The Terminal Blend method, where the GTR is blended and reacted with the asphalt cement at the asphalt refinery, shall be used. The minimum amount of GTR for asphalt-rubber blends shall be as follows:

Base PG Grade	Minimum GTR
PG 64-22	10%

The GTR shall be blended with the asphalt cement and reacted for a minimum of 45 minutes at a temperature of 163°C to 191°C (325°F to 375°F). The mixing temperature of the HMA mixture shall be 149-177°C (300-350°F).

Hot Mix Plant: The type of plant used for the manufacture of GTR modified HMA may be either a batch or drier drum plant meeting the requirements of the Standard Specifications, with the following exceptions:

General

Storage and Conveyance. Silo storage of GTR modified HMA shall not exceed 4 hours.

Plant modification. Introduction of GTR into rubber modified asphalt mixtures may require additional plant modifications. The Engineer will have final approval of the plant.

Plant Calibration. The asphalt plant shall be calibrated and approved by The Illinois Department of Transportation Bureau of Materials and Physical Research or the City before production of the rubber modified asphalt mixture.

Mineral Filler System. The mineral filler system shall accurately proportion the large amounts of mineral filler required for the mixture. Alteration or adjustment of the current system may be required. Mineral filler shall not be stored in the same silo as collected dust. Collected dust shall not be used as mineral filler.

Fiber Additive. Adequate dry storage shall be provided for the fiber additive. A separate feed system shall be provided to proportion the fiber into the mixture uniformly and in desired quantities. The feed system shall be interlocked with the aggregate feed or weigh system to maintain the correct proportions for all rates of production and batch sizes. The proportion of fibers shall be controlled accurately to within ± 10% of the amount of fibers required. Flow indicators or sensing devices for the fiber system shall be provided and interlocked with plant controls so mix production shall be interrupted if fiber introduction fails.

Batch Plant. Loose fiber shall be pneumatically added through a separate inlet directly into the weigh hopper above the pugmill. The addition of fiber shall be timed to occur during the hot aggregate charging of the hopper. Adequate mixing time will be required to ensure proper blending of the aggregate and fiber additive. Both the wet and dry mixing times shall each be increased a minimum of 5 seconds. The actual mixing time increase shall be determined by the Engineer based on individual plant characteristics. The batch size shall not exceed 75% of pugmill size as rated by the Department.

Drum Mix Plant. Loose fiber shall be introduced using specialized equipment which mixes asphalt cement with the loose fiber at the time of introduction into the drum mixer. This equipment shall be approved by the Engineer. Care shall be taken to ensure the loose fiber does not become entrained in the exhaust system of the drier or plant.

Fiber Supply System. When fiber stabilizing additives are required as an ingredient of the mixture, a separate feed system shall be utilized to accurately proportion by weight the required quantity into the mixture in such a manner that uniform distribution will be obtained. The fiber system shall be interlocked with the aggregate feed or weigh system so as to maintain the correct proportions for all rates of production and batch sizes. The proportion of fibers shall be controlled accurately to within plus or minus 10 percent of the amount of fibers

required and the fiber system shall automatically adjust the feed rate to maintain the material within this tolerance at all times. The fiber system shall provide in-process monitoring consisting of either a digital display or output or a printout of feed rate, in pounds per minute to verify feed rate. Flow indicators or sensing devices for the fiber system shall be provided and interlocked with plant controls so that mixture production will be interrupted if introduction of the fiber fails, or if the output rate is not within the tolerances given above.

When a batch type plant is used, the fiber shall be added to the aggregate in the weigh hopper or as approved and directed by the Engineer. The fibers are to be uniformly distributed prior to the injection of asphalt cement into the mixes.

When a continuous or drier-drum type plant is used, the fiber shall be added to the aggregate and uniformly dispersed prior to the injection of asphalt cement. The fiber shall be added in such a manner that it will not become entrained in the exhaust system of the drier or plant.

Terminal Processing and Storage

At the asphalt production facility for Terminal Processing, a separate agitated shipping storage tank shall be required, with continuous mixing and recirculation of the asphalt-rubber blend to react the GTR with the asphalt cement. This tank shall be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 163°C to 191°C (325°F to 375°F) for a minimum of 45 minutes.

Once the Terminal Processing of GTR and asphalt cement produces a homogeneous blend at the production facility, test samples shall be obtained and submitted to the Tollway for testing.

Terminal Blended GTR modified asphalt may be stored at the production facility for up to 30 days at 149°C to 177°C (300°F to 350°F) with continuous mixing.

A dedicated storage tank for "terminal blended GTR" shall be required at the hot mix plant. This tank shall be capable of providing continuous mixing and/or recirculation of the asphalt-rubber blend. This tank shall be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 150°C to 177°C (300°F to 350°F) for a maximum of 3 days.

Fibers

Table 1. Cellulose Fiber Quality Requirements

Property	Requirement
Sieve Analysis	
Method A – Alpine Sieve [1/] Analysis Fiber Length	0.25 in maximum
Passing No. 100 sieve	70 ± 10%
Method B – Mesh Screen [2/] Analysis	
Fiber Length	0.25 in maximum
Passing no. 20 sieve	85 ± 10%
no. 40 sieve	65 ± 10%
no. 140 sieve	30 ± 10%
Ash Content [3/]	18 ± 5% NON VOLATILES
PH [4/]	7.5 + 1.0
Oil Absorption [5/]	5.0 ± 1.0 (Times fiber mass)
Moisture Content [6/]	Less than 5% (by mass)

1/ Method A – Alpine Sieve Analysis. This test is performed using an Alpine Air Jet Sieve (Type 200 LS). A representative five gram sample of fiber is sieved for 14 minutes at a controlled vacuum of 11 psi of water. The portion remaining on the screen is weighed.

2/ Method B – Mesh Screen Analysis. This test is performed using standard 8500, 425-, 250-, 180-, 150-, and 106- um sieves, nylon brushed and a shaker. A representative 10-gram sample of fiber is sieved, using a shaker and two nylon brushes on each screen. The amount retained in each sieve is weighed and the percentage passing calculated. Repeatability of this method is suspect and needs to be verified.

3/ Ash Content. A representative 2- to 3-gram sample of fiber is placed in a tared crucible and heated between 1100 and 1200 °F for not less than 2 hours. The crucible and ash are cooled in a desiccator and weighed.

4/ Ph Test. Five grams of fiber is added to 100 mL of distilled water, stirred and let sit for 30 minutes. The Ph is determined with a probe calibrated with pH 7.0 buffer.

5/ Oil Absorption Test. Five grams of fiber is accurately weighed and suspended in an excess of mineral spirits for not less than 5 minutes to ensure total saturation. It is then placed in a screen mesh strainer (approximately 0.5 mm^2 opening size) and shaken on a wrist action shaker for 10 minutes [approximately 32 mm (1 ¼ in.) motion at 240 shakes per minute]. The shaken mass is then transferred without touching to a tared container and weighed. Results are reported as the amount (number or times its own weight) the fibers are able to absorb.

6/ Moisture content. Ten grams of fiber is weighed and placed in a 250 °F forced air oven for 2 hours. The sample is then reweighed immediately upon removal from the oven.

Table 2. Mineral Fiber Quality Requirements

Property	Requirements
Sieve Analysis	
Fiber Length [1/]	0.25 in. Maximum mean test value
Thickness [2/]	0.0002 in. Maximum mean test value
Shot Content [3/]	
Passing no. 230 Sieve	70 ± 10%

1/ The fiber length is determined according to the Bauer McNett Fractionation.
2/ The fiber diameter is determined by measuring at least 200 fibers in a phase contrast microscope.
3/ Shot content is a measure of non-fibrous material. The shot content is determined on vibration sieves. Two sieves, 250-um and 63-um, are typically utilized.

Prior to approval and use of the mineral fiber, the Contractor shall submit a notarized certification by the producer of these materials, stating they meet these requirements.

X. Delete Section 12.19 Materials Inspection and replace with new Section 12.19 Materials Inspection

12.19 MATERIALS INSPECTION

Quality Control responsibilities of the Contractor for materials furnished in this contract must be in accordance with Section 12.10 Quality Control/Quality Assurance.

F. WATER MANAGEMENT -PRODUCT DESCRIPTION
REGULAR COLD PATCH ASPHALT, BITUMINOUS MATERIAL

Line Items Addition:

Insert Detailed Specification for the Department of Water Management for line items Nos. 616 thru 618 (Central Region) 613 thru 615 (North Region) 619 thru 621 (South Region):

Bituminous Materials – Regular Cold Patch Asphalt – Pick-Up Central Region
Bituminous Materials – Regular Cold Patch Asphalt – Pick-Up 10 Ton Minimum, Central Region
Bituminous Materials – Regular Cold Patch Asphalt – Delivered, Central Region
Bituminous Materials – Regular Cold Patch Asphalt – Pick-Up North Region
Bituminous Materials – Regular Cold Patch Asphalt – Pick-Up 10 Ton Minimum, North Region
Bituminous Materials – Regular Cold Patch Asphalt – Delivered, North Region
Bituminous Materials – Regular Cold Patch Asphalt – Pick-Up South Region
Bituminous Materials – Regular Cold Patch Asphalt – Pick-Up 10 Ton Minimum, South Region
Bituminous Materials – Regular Cold Patch Asphalt – Delivered, South Region

DESCRIPTION. These specifications cover coarse-graded and fine-graded bituminous mixtures for use in maintaining small areas on flexible and rigid type pavements. The bituminous premix shall be composed of mineral aggregate uniformly coated with liquid asphalt plus additive and prepared cold as further described below. The mixtures shall be capable of being loaded into trucks by either hand shovels or power loading equipment, shall be sufficiently workable for placing with shovels, rakes or other hand tools, and shall readily compact by hand tamping, hand or power rolling, or under the action of traffic at the mixing temperature or at temperatures as low as 4 °C (40 °F), immediately after preparation or over a period of several months in a stockpile. The mixtures shall remain in place when used to patch wet or dry pavements and shall be stable under normal traffic conditions.

MATERIALS. Control of the materials shall be according to the general requirements of Section 106 of the current Standard Specifications for Road and Bridge Construction. At the discretion of the Engineer, a twenty-five pound sample of the aggregate (s), a one-quart sample of the bituminous material and a one-pint sample of the additive shall be submitted to the Engineer for checking the dosage rate and compatibility of the additive with the other ingredient materials.

(a) Aggregate

1. Coarse Aggregate shall consist of crushed stone, crushed gravel, or gravel of Class C quality or better, as defined in Article 1004.01 of the Standard Specifications for Road and Bridge Construction.
2. Fine Aggregate shall consist of sand, stone sand, or stone screenings* of Class B quality or better, as defined in Article 1003.01 of the Standard Specifications for Road and Bridge Construction.

   *The use of stone sand or stone screenings will increase in place stability, but reduce stockpile workability.

(b) Additive

The additive shall be an anti-stripping additive approved by the Department. The additive shall be added to the bituminous material at the dosage rate (0.8 to 1 .5 percent by weight of total liquid) recommended by the Engineer and shall be thoroughly mixed for at least four (4) hours prior to being incorporated into the mix. A list of approved additives is available on request.

(c) Bituminous Materials

The bituminous material used shall be liquid asphalt MC-250, MC-800, SC-250, or SC-800 conforming to the requirements of Section 1032 of the Standard Specifications for Road and Bridge Construction. The Engineer reserves the right to specify the grade and type to be used.

INSPECTION. The Engineer or his authorized representative shall have access at any time to all parts of the plant in order to verify weights or proportions and character of materials used in the preparation of the mixture. The manufacturer shall afford such facilities as may be required for making inspection at the plant and for collecting and forwarding samples of the bituminous mixtures to the Department.

CONTRACTOR QUALITY CONTROL

A minimum of two (2) washed gradations shall be performed prior to each day of production for all aggregates utilized. All samples should meet the specification requirements of the design provided by the supplier. Test results must be reported on current CDOT MI 504 forms and transmitted electronically and via mail to CDOT QA prior to beginning production.

A minimum of two (2) mix samples shall be tested for AC content and gradation of the extracted aggregate. The AC content shall be determined according to AASHTO T 164 and corrected for moisture and distillates according to AASHTO T 110. The gradation of the extracted aggregates shall be determined according to AASHTO T 30. Test results must be reported on current CDOT MI 308 forms and transmitted electronically and via mail to CDOT QA prior to shipping.

PLANT AND EQUIPMENT. Storage facilities and all equipment used in preparation of the mixture shall be approved by the Department. An approved drier shall be available for surface drying the aggregated when needed. The materials for individual batches shall be measured accurately either by volume or weight, by approved methods and equipment. A batch type mixer of approved design and capacity shall be used in mixing the ingredient materials. However, approval for the use of a continuous mixer may be given if it can be shown that satisfactory results will be obtained.

PREPARATION OF MIXTURE. The aggregate shall be surfaced dry at the time of mixing and shall contain not more than 1 .5 percent moisture by weight. Aggregates which do not conform to this requirement shall be dried by natural or artificial means before being used in the mixture. The mixture at the time of mixing shall have a temperature adequate for good mixing and below the flash point of the bituminous material. The bituminous material shall be heated to such a temperature that it will be workable when used in preparation of the mixture.

COMPOSITION OF MIXTURES. The Department shall specify the type (gradation) of the mixture to be used. The ingredients shall be combined in such a manner as to produce a mixture which when discharged shall be workable. The mixture shall conform to the following composition limits by weight.

Gradation of Extracted Aggregate (100%)				
Percent Passing Sieve	Nominal Size			
	1/2" to No. 4	1/2" to No. 8	3/8" to No. 8	3/8" to No. 200
1/2"	100	100	–	–
3/8"	60-90	–	100	100
No. 4	0-25	30-55	20-50	25-45
No. 8	0-17	23-54	0-17	17-35
No. 30	–	10-25	–	10-20
No. 200	0-6.0	0-5.0	0-6.0	0-6.0
Residual Bitumen, (Includes Additive)%	3.0-5.0	4.0-7.0	3.0-5.0	3.5-7.0

Gradation of Extracted Aggregate (100%)				
Percent Passing Sieve	Nominal Size			
	Alternate 1/2" to No. 200	Alternate 3/8" to No. 8	Alternate 3/8" to No. 200	
1/2"	95-100	–	–	
3/8"	–	100	100	
No. 4	50-75	20-65	25-65	
No. 8	38-54	0-17	17-35	
No. 30	10-30	–	10-20	
No. 200	0-5.0	0-6.0	0-5.0	
Residual Bitumen, (Includes Additive)%	4.0-6.0	3.0-5.5	3.5-7.5	

The percentage of bituminous material shall be determined by the Engineer. The right is reserved to make, at any time during the progress of the work, such changes in the proportions of bitumen and aggregate as the Engineer may consider necessary or desirable within the limits of the specifications. After the proportions of the ingredient materials have been set there shall be no variation from the same without the Engineer's approval.

It is the responsibility of the producer to produce a mixture conforming to the requirements of these specifications and satisfactory to the City.

G. PROPOSAL PAGES

Delete the Proposal Pages and insert the new Addendum #1 Proposal Pages.

End of Addendum Changes

Any and all addenda must be acknowledged by the Bidder on the Execution Page by Addendum Number. Failure on behalf of the Bidder to acknowledge the Addendum may be cause for bid rejection.

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER ADDENDUM NO. 1

City of Chicago
Department of Procurement Services
LW

Montel M. Gayles
Chief Procurement Officer

City of Chicago

Catalog RFQ - Lines by Group

RFQ Header Information

Please Respond By 2/8/2008
RFQ Number 2803
Ship To Location 084- BRDGS&TRNS
For More Information Please Contact LARRY WASHINGTON
312-744-8981

RFQ Description ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT
Special Instructions
Your Quote is Effective as of 2/8/2008
RFQ Status In Process

Bid/Proposal pricing for all commodity and/or service line items must be based on the standard unit of measure indicated below. Pricing on alternate units of measure may not be accepted. Unit costs must be limited to three decimal places. Each quote must be signed and unit price, extended price and total price must be typed or written in ink.

Quotes on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, model/part/catalog number and attach descriptive literature. Alternate items may not be accepted. Any exceptions to items specified or other terms must be clearly indicated on the bid.

RFQ Header Details

Contract Type COMMODITIES
Target Market NO
Advertise Date 2/8/2008
WEB BID Edit Rules GROUP

Specification
Procurement Type BID
Bid Deposit Required YES

Compliance Officer FRANCIS, ROCHELLE

Compliance Type Description

	Percentage Type Desc	Required %
Minority Owned Business Enterprise	Target Percentage Rate	16.90 %
Women Owned Business Enterprise	Target Percentage Rate	4.50 %

ADDENDUM #1

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
511	Goods	7450857401	74508	ASPHALT PRIMER, EMULSIFIED - PICK-UP, CENTRAL REGION	Central Region	Gallon	180500	$	(N/A)	$	(N/A)	
512	Goods	7450857186	74508	ASPHALT PRIMER, EMULSIFIED - DELIVERED, CENTRAL REGION	Central Region	Gallon	7200	$	(N/A)	$	(N/A)	
513	Goods	7450857051	74508	ASPHALT PRIMER, EMULSIFIED - 5 GALLON BUCKET (DELIVERED), CENTRAL REGION	Central Region	Each	750	$	(N/A)	$	(N/A)	
514	Goods	7450857101	74508	ASPHALT PRIMER, EMULSIFIED - 55 GALLON DRUM (DELIVERED), CENTRAL REGION	Central Region	Each	150	$	(N/A)	$	(N/A)	
515	Goods	7451058561	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - PICK-UP, CENTRAL REGION	Central Region	Gallon	225000	$	(N/A)	$	(N/A)	
516	Goods	7451058151	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - DELIVERED, CENTRAL REGION	Central Region	Gallon	90000	$	(N/A)	$	(N/A)	
517	Goods	7452103561	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - PICK-UP, CENTRAL REGION	Central Region	Ton	300	$	(N/A)	$	(N/A)	
518	Goods	7452103156	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - DELIVERED, CENTRAL REGION	Central Region	Ton	700	$	(N/A)	$	(N/A)	
519	Goods	7452108556	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), PICK-UP, CENTRAL REGION	Central Region	Ton	150000	$	(N/A)	$	(N/A)	
520	Goods	7452108151	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), DELIVERED, CENTRAL REGION	Central Region	Ton	30000	$	(N/A)	$	(N/A)	
523	Goods	7452109567	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, PICK-UP, CENTRAL REGION	Central Region	Ton	3000	$	(N/A)	$	(N/A)	
524	Goods	7452109156	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, DELIVERED, CENTRAL REGION	Central Region	Ton	6000	$	(N/A)	$	(N/A)	
525	Goods	7452109571	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, PICK-UP, CENTRAL REGION	Central Region	Ton	300	$	(N/A)	$	(N/A)	
526	Goods	7452109172	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, DELIVERED, CENTRAL REGION	Central Region	Ton	600	$	(N/A)	$	(N/A)	

ADDENDUM #1

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
527	Goods	7452106563	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, PICK-UP, CENTRAL REGION	Central Region	Ton	150	$	(N/A)	$	(N/A)	
528	Goods	7452106156	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, DELIVERED, CENTRAL REGION	Central Region	Ton	300	$	(N/A)	$	(N/A)	
529	Goods	7452179558	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, PICK-UP, CENTRAL REGION	Central Region	Ton	105500	$	(N/A)	$	(N/A)	
530	Goods	7452179161	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, DELIVERED, CENTRAL REGION	Central Region	Ton	15100	$	(N/A)	$	(N/A)	
531	Goods	7452179565	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, PICK-UP, CENTRAL REGION	Central Region	Ton	75000	$	(N/A)	$	(N/A)	
532	Goods	7452179175	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, DELIVERED, CENTRAL REGION	Central Region	Ton	30000	$	(N/A)	$	(N/A)	
533	Goods	7452180507	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, PICK-UP, CENTRAL REGION	Central Region	Ton	3000	$	(N/A)	$	(N/A)	
534	Goods	7452180451	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, DELIVERED, CENTRAL REGION	Central Region	Ton	6000	$	(N/A)	$	(N/A)	
535	Goods	7452180512	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, PICK-UP, CENTRAL REGION	Central Region	Ton	300	$	(N/A)	$	(N/A)	
536	Goods	7452180467	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, DELIVERED, CENTRAL REGION	Central Region	Ton	300	$	(N/A)	$	(N/A)	
537	Goods	7452105560	74521	BINDER COURSE, STONE MATRIX ASPHALT - PICK-UP, CENTRAL REGION	Central Region	Ton	750	$	(N/A)	$	(N/A)	
538	Goods	7452105154	74521	BINDER COURSE, STONE MATRIX ASPHALT - DELIVERED, CENTRAL REGION	Central Region	Ton	900	$	(N/A)	$	(N/A)	
539	Goods	7452181562	74521	SURFACE COURSE, STONE MATRIX ASPHALT - PICK-UP, CENTRAL REGION	Central Region	Ton	750	$	(N/A)	$	(N/A)	

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
540	Goods	7452181154	74521	SURFACE COURSE, STONE MATRIX ASPHALT - DELIVERED, CENTRAL REGION	Central Region	Ton	900	$	(N/A)	$	(N/A)	
541	Goods	7452166456	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, PICK-UP, CENTRAL REGION	Central Region	Ton	7500	$	(N/A)	$	(N/A)	
542	Goods	7452166411	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, DELIVERED, CENTRAL REGION	Central Region	Ton	7550	$	(N/A)	$	(N/A)	
543	Goods	7452182491	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, PICK-UP, CENTRAL REGION	Central Region	Ton	750	$	(N/A)	$	(N/A)	
544	Goods	7452182444	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, DELIVERED, CENTRAL REGION	Central Region	Ton	1500	$	(N/A)	$	(N/A)	
545	Goods	7452175562	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - PICK-UP, CENTRAL REGION	Central Region	Ton	1500	$	(N/A)	$	(N/A)	
546	Goods	7452175159	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - DELIVERED, CENTRAL REGION	Central Region	Ton	3000	$	(N/A)	$	(N/A)	
547	Goods	7451456560	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP, CENTRAL REGION	Central Region	Ton	95400	$	(N/A)	$	(N/A)	
548	Goods	7451456565	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, CENTRAL REGION	Central Region	Ton	2250	$	(N/A)	$	(N/A)	
549	Goods	7451456152	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - DELIVERED, CENTRAL REGION	Central Region	Ton	23800	$	(N/A)	$	(N/A)	
550	Goods	7455689161	74556	SEALER, JOINT, ASPHALT, HOT-POURED - DELIVERED, CENTRAL REGION	Central Region	Pound	2250	$	(N/A)	$	(N/A)	
551	Goods	6301278746	63012	SURFACE TREATMENT, ASPHALT - SEALANT, COLORED, PICK-UP, CENTRAL REGION	Central Region	Gallon	450	$	(N/A)	$	(N/A)	
552	Goods	6301278741	63012	SURFACE TREATMENT, ASPHALT - SEALER, COLORED, DELIVERED, CENTRAL REGION	Central Region	Gallon	450	$	(N/A)	$	(N/A)	

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
553	Goods	7459901101	74599	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	Central Region	Each	22	$	(N/A)	$	(N/A)	
554	Goods	7459901111	74599	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	Central Region	Each	22	$	(N/A)	$	(N/A)	
555	Goods	9623905195	96239	HAULING SERVICES - HAULING BITUMINOIS MILLINGS FROM SITE TO PLANT, CENTRAL REGION	Central Region	Ton	100000	$	(N/A)	$	(N/A)	
556	Goods	7451110101	74511	ASPHALT, PERVIOUS HOT MIX - PICK UP, CENTRAL REGION	Central Region	Ton	1000	$	(N/A)	$	(N/A)	
557	Goods	7451110116	74511	ASPHALT, PERVIOUS HOT MIX - DELIVERED, CENTRAL REGION	Central Region	Ton	4000	$	(N/A)	$	(N/A)	
558	Goods	7459901117	74599	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	Central Region	USD	1	$	(N/A)	$	(N/A)	
559	Goods	7459901122	74599	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	Central Region	USD	1	$	(N/A)	$	(N/A)	
560	Goods	7459901127	74599	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	Central Region	USD	1	$	(N/A)	$	(N/A)	

ADDENDUM #1

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
561	Goods	7459901132	74599	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	Central Region	USD	1	$	(N/A)	$	(N/A)	
616	Goods	7451455560	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP, CENTRAL REGION	Central Region	Ton	1500	$	(N/A)	$	(N/A)	
617	Goods	7451455565	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM,CENTRAL REGION	Central Region	Ton	3000	$	(N/A)	$	(N/A)	
618	Goods	7451455152	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - DELIVERED, CENTRAL REGION	Central Region	Ton	4500	$	(N/A)	$	(N/A)	
626	Goods	7452179551	74521	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	Central Region	Ton	1000	$	(N/A)	$	(N/A)	
627	Goods	7452179151	74521	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	Central Region	Ton	10000	$	(N/A)	$	(N/A)	
628	Goods	7452179556	74521	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	Central Region	Ton	1000	$	(N/A)	$	(N/A)	
629	Goods	7452179156	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), DELIVERED, CENTRAL REGION	Central Region	Ton	10000	$	(N/A)	$	(N/A)	
638	Goods	7452179571	74521	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	Central Region	Ton	1000	$	(N/A)	$	(N/A)	

ADDENDUM #1

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
639	Goods	7452179181	74521	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	Central Region	Ton	10000	$	(N/A)	$	(N/A)	
640	Goods	7452179576	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), PICK-UP, CENTRAL REGION	Central Region	Ton	1000	$	(N/A)	$	(N/A)	
641	Goods	7452179186	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), DELIVERED, CENTRAL REGION	Central Region	Ton	10000	$	(N/A)	$	(N/A)	

Group Central Region Total Group Extended Price $

10	Goods	7450857402	74508	ASPHALT PRIMER, EMULSIFIED - PICK-UP, NORTH REGION	North Region	Gallon	180500	$	(N/A)	$	(N/A)	
20	Goods	7450857187	74508	ASPHALT PRIMER, EMULSIFIED - DELIVERED, NORTH REGION	North Region	Gallon	72000	$	(N/A)	$	(N/A)	
30	Goods	7450857052	74508	ASPHALT PRIMER, EMULSIFIED - 5 GALLON BUCKET (DELIVERED), NORTH REGION	North Region	Each	750	$	(N/A)	$	(N/A)	
40	Goods	7450857102	74508	ASPHALT PRIMER, EMULSIFIED - 55 GALLON DRUM (DELIVERED), NORTH REGION	North Region	Each	150	$	(N/A)	$	(N/A)	
50	Goods	7451058562	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - PICK-UP, NORTH REGION	North Region	Gallon	225000	$	(N/A)	$	(N/A)	
60	Goods	7451058152	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - DELIVERED, NORTH REGION	North Region	Gallon	90000	$	(N/A)	$	(N/A)	
70	Goods	7452103562	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - PICK-UP, NORTH REGION	North Region	Ton	300	$	(N/A)	$	(N/A)	
80	Goods	7452103157	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - DELIVERED, NORTH REGION	North Region	Ton	700	$	(N/A)	$	(N/A)	
90	Goods	7452108557	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), PICK-UP, NORTH REGION	North Region	Ton	150000	$	(N/A)	$	(N/A)	

ADDENDUM #1

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
100	Goods	7452108152	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), DELIVERED, NORTH REGION	North Region	Ton	30000	$	(N/A)	$	(N/A)	
130	Goods	7452109568	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, PICK-UP, NORTH REGION	North Region	Ton	3000	$	(N/A)	$	(N/A)	
140	Goods	7452109157	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, DELIVERED, NORTH REGION	North Region	Ton	6000	$	(N/A)	$	(N/A)	
150	Goods	7452109572	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, PICK-UP, NORTH REGION	North Region	Ton	300	$	(N/A)	$	(N/A)	
160	Goods	7452109173	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, DELIVERED, NORTH REGION	North Region	Ton	600	$	(N/A)	$	(N/A)	
170	Goods	7452106564	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, PICK-UP, NORTH REGION	North Region	Ton	150	$	(N/A)	$	(N/A)	
180	Goods	7452106157	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, DELIVERED, NORTH REGION	North Region	Ton	300	$	(N/A)	$	(N/A)	
190	Goods	7452179559	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, PICK-UP, NORTH REGION	North Region	Ton	105500	$	(N/A)	$	(N/A)	
200	Goods	7452179162	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, DELIVERED, NORTH REGION	North Region	Ton	15100	$	(N/A)	$	(N/A)	
210	Goods	7452179568	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, PICK-UP, NORTH REGION	North Region	Ton	75000	$	(N/A)	$	(N/A)	
220	Goods	7452179176	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, DELIVERED, NORTH REGION	North Region	Ton	30000	$	(N/A)	$	(N/A)	
230	Goods	7452180508	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, PICK-UP, NORTH REGION	North Region	Ton	3000	$	(N/A)	$	(N/A)	
240	Goods	7452180452	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, DELIVERED, NORTH REGION	North Region	Ton	6000	$	(N/A)	$	(N/A)	

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
250	Goods	7452180513	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, PICK-UP, NORTH REGION	North Region	Ton	300	$	(N/A)	$	(N/A)	
260	Goods	7452180468	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, DELIVERED, NORTH REGION	North Region	Ton	300	$	(N/A)	$	(N/A)	
270	Goods	7452105561	74521	BINDER COURSE, STONE MATRIX ASPHALT - PICK-UP, NORTH REGION	North Region	Ton	750	$	(N/A)	$	(N/A)	
280	Goods	7452105155	74521	BINDER COURSE, STONE MATRIX ASPHALT - DELIVERED, NORTH REGION	North Region	Ton	900	$	(N/A)	$	(N/A)	
290	Goods	7452181563	74521	SURFACE COURSE, STONE MATRIX ASPHALT - PICK-UP, NORTH REGION	North Region	Ton	750	$	(N/A)	$	(N/A)	
300	Goods	7452181155	74521	SURFACE COURSE, STONE MATRIX ASPHALT - DELIVERED, NORTH REGION	North Region	Ton	900	$	(N/A)	$	(N/A)	
310	Goods	7452166457	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, PICK-UP, NORTH REGION	North Region	Ton	7500	$	(N/A)	$	(N/A)	
320	Goods	7452166412	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, DELIVERED, NORTH REGION	North Region	Ton	7550	$	(N/A)	$	(N/A)	
330	Goods	7452182492	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, PICK-UP, NORTH REGION	North Region	Ton	750	$	(N/A)	$	(N/A)	
340	Goods	7452182445	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, DELIVERED, NORTH REGION	North Region	Ton	1500	$	(N/A)	$	(N/A)	
350	Goods	7452175563	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - PICK-UP, NORTH REGION	North Region	Ton	1500	$	(N/A)	$	(N/A)	
360	Goods	7452175160	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - DELIVERED, NORTH REGION	North Region	Ton	3000	$	(N/A)	$	(N/A)	
370	Goods	7451458561	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP, NORTH REGION	North Region	Ton	95400	$	(N/A)	$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
380	Goods	7451456566	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, NORTH REGION	North Region	Ton	2250	$	(N/A)	$	(N/A)	
390	Goods	7451456153	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - DELIVERED, NORTH REGION	North Region	Ton	23800	$	(N/A)	$	(N/A)	
400	Goods	7455689162	74556	SEALER, JOINT, ASPHALT, HOT-POURED - DELIVERED, NORTH REGION	North Region	Pound	2250	$	(N/A)	$	(N/A)	
410	Goods	6301278747	63012	SURFACE TREATMENT, ASPHALT - SEALANT, COLORED, PICK-UP, NORTH REGION	North Region	Gallon	450	$	(N/A)	$	(N/A)	
420	Goods	6301278742	63012	SURFACE TREATMENT, ASPHALT - SEALER, COLORED, DELIVERED, NORTH REGION	North Region	Gallon	450	$	(N/A)	$	(N/A)	
430	Goods	7459901102	74599	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	North Region	Each	22	$	(N/A)	$	(N/A)	
440	Goods	7459901112	74599	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	North Region	Each	22	$	(N/A)	$	(N/A)	
450	Goods	9623905196	96239	HAULING SERVICES - HAULING BITUMINOIS MILLINGS FROM SITE TO PLANT, NORTH REGION	North Region	Ton	100000	$	(N/A)	$	(N/A)	
460	Goods	7451110102	74511	ASPHALT, PERVIOUS HOT MIX - PICK UP, NORTH REGION	North Region	Ton	1000	$	(N/A)	$	(N/A)	
470	Goods	7451110117	74511	ASPHALT, PERVIOUS HOT MIX - DELIVERED, NORTH REGION	North Region	Ton	4000	$	(N/A)	$	(N/A)	
480	Goods	7459901118	74599	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	North Region	USD	1	$	(N/A)	$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
490	Goods	7459901123	74599	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	North Region	USD	1	$	(N/A)	$	(N/A)	
500	Goods	7459901128	74599	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	North Region	USD	1	$	(N/A)	$	(N/A)	
510	Goods	7459901133	74599	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	North Region	USD	1	$	(N/A)	$	(N/A)	
613	Goods	7451455561	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP, NORTH REGION	North Region	Ton	1500	$	(N/A)	$	(N/A)	
614	Goods	7451455568	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, NORTH REGION	North Region	Ton	3000	$	(N/A)	$	(N/A)	
615	Goods	7451455153	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - DELIVERED, NORTH REGION	North Region	Ton	3000	$	(N/A)	$	(N/A)	
622	Goods	7452179550	74521	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	North Region	Ton	1000	$	(N/A)	$	(N/A)	
623	Goods	7452179150	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 58-28 or 52-28 MODIFIED), DELIVERED, NORTH REGION	North Region	Ton	10000	$	(N/A)	$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
624	Goods	7452179555	74521	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	North Region	Ton	1000	$	(N/A)	$	(N/A)	
625	Goods	7452179155	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), DELIVERED, NORTH REGION	North Region	Ton	10000	$	(N/A)	$	(N/A)	
634	Goods	7452179570	74521	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	North Region	Ton	1000	$	(N/A)	$	(N/A)	
635	Goods	7452179180	74521	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	North Region	Ton	10000	$	(N/A)	$	(N/A)	
636	Goods	7452179575	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), PICK-UP, NORTH REGION	North Region	Ton	1000	$	(N/A)	$	(N/A)	
637	Goods	7452179185	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), DELIVERED, NORTH REGION	North Region	Ton	10000	$	(N/A)	$	(N/A)	

Group North Region Total Group Extended Price $

562	Goods	7450857403	74508	ASPHALT PRIMER, EMULSIFIED - PICK-UP, SOUTH REGION	South Region	Gallon	180500	$	(N/A)	$	(N/A)	
563	Goods	7450857188	74508	ASPHALT PRIMER, EMULSIFIED - DELIVERED, SOUTH REGION	South Region	Gallon	72000	$	(N/A)	$	(N/A)	
564	Goods	7450857053	74508	ASPHALT PRIMER, EMULSIFIED - 5 GALLON BUCKET (DELIVERED), SOUTH REGION	South Region	Each	750	$	(N/A)	$	(N/A)	
565	Goods	7450857103	74508	ASPHALT PRIMER, EMULSIFIED - 55 GALLON DRUM (DELIVERED), SOUTH REGION	South Region	Each	150	$	(N/A)	$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
566	Goods	7451058563	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - PICK-UP, SOUTH REGION	South Region	Gallon	225000	$	(N/A)	$	(N/A)	
567	Goods	7451058153	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - DELIVERED, SOUTH REGION	South Region	Gallon	90000	$	(N/A)	$	(N/A)	
568	Goods	7452103563	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - PICK-UP, SOUTH REGION	South Region	Ton	300	$	(N/A)	$	(N/A)	
569	Goods	7452103158	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - DELIVERED, SOUTH REGION	South Region	Ton	700	$	(N/A)	$	(N/A)	
570	Goods	7452108558	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), PICK-UP, SOUTH REGION	South Region	Ton	150000	$	(N/A)	$	(N/A)	
571	Goods	7452108153	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), DELIVERED, SOUTH REGION	South Region	Ton	30000	$	(N/A)	$	(N/A)	
574	Goods	7452109569	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, PICK-UP, SOUTH REGION	South Region	Ton	3000	$	(N/A)	$	(N/A)	
575	Goods	7452109158	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, DELIVERED, SOUTH REGION	South Region	Ton	6000	$	(N/A)	$	(N/A)	
576	Goods	7452109573	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, PICK-UP, SOUTH REGION	South Region	Ton	300	$	(N/A)	$	(N/A)	
577	Goods	7452109174	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, DELIVERED, SOUTH REGION	South Region	Ton	600	$	(N/A)	$	(N/A)	
578	Goods	7452106565	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, PICK-UP, SOUTH REGION	South Region	Ton	150	$	(N/A)	$	(N/A)	
579	Goods	7452106158	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, DELIVERED, SOUTH REGION	South Region	Ton	300	$	(N/A)	$	(N/A)	
580	Goods	7452179560	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, PICK-UP, SOUTH REGION	South Region	Ton	105500	$	(N/A)	$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
581	Goods	7452179163	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, DELIVERED, SOUTH REGION	South Region	Ton	15100	$	(N/A)	$	(N/A)	
582	Goods	7452179567	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, PICK-UP, SOUTH REGION	South Region	Ton	75000	$	(N/A)	$	(N/A)	
583	Goods	7452179177	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, DELIVERED, SOUTH REGION	South Region	Ton	30000	$	(N/A)	$	(N/A)	
584	Goods	7452180509	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, PICK-UP, SOUTH REGION	South Region	Ton	3000	$	(N/A)	$	(N/A)	
585	Goods	7452180453	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, DELIVERED, SOUTH REGION	South Region	Ton	6000	$	(N/A)	$	(N/A)	
586	Goods	7452180514	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, PICK-UP, SOUTH REGION	South Region	Ton	300	$	(N/A)	$	(N/A)	
587	Goods	7452180469	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, DELIVERED, SOUTH REGION	South Region	Ton	300	$	(N/A)	$	(N/A)	
588	Goods	7452105562	74521	BINDER COURSE, STONE MATRIX ASPHALT - PICK-UP, SOUTH REGION	South Region	Ton	750	$	(N/A)	$	(N/A)	
589	Goods	7452105156	74521	BINDER COURSE, STONE MATRIX ASPHALT - DELIVERED, SOUTH REGION	South Region	Ton	900	$	(N/A)	$	(N/A)	
590	Goods	7452181584	74521	SURFACE COURSE, STONE MATRIX ASPHALT - PICK-UP, SOUTH REGION	South Region	Ton	750	$	(N/A)	$	(N/A)	
591	Goods	7452181156	74521	SURFACE COURSE, STONE MATRIX ASPHALT - DELIVERED, SOUTH REGION	South Region	Ton	900	$	(N/A)	$	(N/A)	
592	Goods	7452166458	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, PICK-UP, SOUTH REGION	South Region	Ton	7500	$	(N/A)	$	(N/A)	
593	Goods	7452166413	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, DELIVERED, SOUTH REGION	South Region	Ton	7550	$	(N/A)	$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
594	Goods	7452182493	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, PICK-UP, SOUTH REGION	South Region	Ton	750	$	(N/A)	$	(N/A)	
595	Goods	7452182446	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, DELIVERED, SOUTH REGION	South Region	Ton	1500	$	(N/A)	$	(N/A)	
596	Goods	7452175564	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - PICK-UP, SOUTH REGION	South Region	Ton	1500	$	(N/A)	$	(N/A)	
597	Goods	7452175161	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - DELIVERED, SOUTH REGION	South Region	Ton	3000	$	(N/A)	$	(N/A)	
598	Goods	7451456562	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP, SOUTH REGION	South Region	Ton	95400	$	(N/A)	$	(N/A)	
599	Goods	7451456567	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, SOUTH REGION	South Region	Ton	2250	$	(N/A)	$	(N/A)	
600	Goods	7451456154	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - DELIVERED, SOUTH REGION	South Region	Ton	23800	$	(N/A)	$	(N/A)	
601	Goods	7455689163	74556	SEALER, JOINT, ASPHALT, HOT-POURED - DELIVERED, SOUTH REGION	South Region	Pound	2250	$	(N/A)	$	(N/A)	
602	Goods	6301278748	63012	SURFACE TREATMENT, ASPHALT - SEALANT, COLORED, PICK-UP, SOUTH REGION	South Region	Gallon	450	$	(N/A)	$	(N/A)	
603	Goods	6301278743	63012	SURFACE TREATMENT, ASPHALT - SEALER, COLORED, DELIVERED, SOUTH REGION	South Region	Gallon	450	$	(N/A)	$	(N/A)	
604	Goods	7459901103	74599	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	South Region	Each	22	$	(N/A)	$	(N/A)	

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605	Goods	7459901113	74599	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	South Region	Each	22	$	(N/A)	$	(N/A)	
606	Goods	9623905197	96239	HAULING SERVICES - HAULING BITUMINOIS MILLINGS FROM SITE TO PLANT, SOUTH REGION	South Region	Ton	100000	$	(N/A)	$	(N/A)	
607	Goods	7451110103	74511	ASPHALT, PERVIOUS HOT MIX - PICK UP, SOUTH REGION	South Region	Ton	1000	$	(N/A)	$	(N/A)	
608	Goods	7451110118	74511	ASPHALT, PERVIOUS HOT MIX - DELIVERED, SOUTH REGION	South Region	Ton	4000	$	(N/A)	$	(N/A)	
609	Goods	7459901119	74599	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	South Region	USD	1	$	(N/A)	$	(N/A)	
610	Goods	7459901124	74599	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	South Region	USD	1	$	(N/A)	$	(N/A)	
611	Goods	7459901129	74599	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	South Region	USD	1	$	(N/A)	$	(N/A)	
612	Goods	7459901134	74599	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	South Region	USD	1	$	(N/A)	$	(N/A)	

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Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
619	Goods	7451456562	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP, SOUTH REGION	South Region	Ton	1500	$	(N/A)	$	(N/A)	
620	Goods	7451455567	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, SOUTH REGION	South Region	Ton	3000	$	(N/A)	$	(N/A)	
621	Goods	7451455154	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - DELIVERED, SOUTH REGION	South Region	Ton	3000	$	(N/A)	$	(N/A)	
630	Goods	7452179552	74521	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	South Region	Ton	1000	$	(N/A)	$	(N/A)	
631	Goods	7452179152	74521	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	South Region	Ton	10000	$	(N/A)	$	(N/A)	
632	Goods	7452179557	74521	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	South Region	Ton	1000	$	(N/A)	$	(N/A)	
642	Goods	7452179572	74521	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	South Region	Ton	1000	$	(N/A)	$	(N/A)	
643	Goods	7452179182	74521	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	South Region	Ton	10000	$	(N/A)	$	(N/A)	
644	Goods	7452179577	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), PICK-UP, SOUTH REGION	South Region	Ton	1000	$	(N/A)	$	(N/A)	

ADDENDUM #1

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
645	Goods	7452179187	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), DELIVERED, SOUTH REGION	South Region	Ton	10000	$	(N/A)	$	(N/A)	
				Group	South Region		Total Group Extended Price			$		
633	Goods	7452179157	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), DELIVERED, SOUTH REGION	South Section	Ton	10000	$	(N/A)	$	(N/A)	
				Group	South Section		Total Group Extended Price			$		
							Total Price			$		

ADDENDUM #1

February 4, 2004

ADDENDUM #2

TO

Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot Pour Sealer and Colored Asphalt Surface Treatment

for

Specification No.: 33355A

FOR WHICH PROPOSALS MUST BE RECEIVED IN THE OFFICE OF
THE CHIEF PROCUREMENT OFFICER
ROOM 301-CITY HALL, CHICAGO, ILLINOIS 60602
BY 11:00 A.M., ON WEDNESDAY, FEBRUARY 13, 2008

REVISION/CHANGES

Delete in its entirety the following:

Bid Proposal Pages

Insert with the following:

New Bid Proposal Pages

All other changes in Addendum #1 remain the same.

End of Addendum Changes

Any and all addenda must be acknowledged by the Bidder on the Execution Page by Addendum Number. Failure on behalf of the Bidder to acknowledge the Addendum may be cause for bid rejection.

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID SPECIFICATION PER ADDENDUM NO. 2

City of Chicago
Department of Procurement Services
LW/

Montel M. Gayles
Chief Procurement Officer

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1. DEFINITIONS

Wherever applicable in the Contract Documents, the following terms, or pronouns in place of them, or abbreviations, are used, the interpretation and meaning will be interpreted as follows:

"Attachments"	means all exhibits attached hereto and/or incorporated by reference herein;
"Business Day"	means business days (Monday through Saturday, excluding legal holidays) in accordance with the City of Chicago business calendar;
"Calendar Day"	means calendar days (Sunday through Saturday, excluding legal holidays) in accordance with the world-wide accepted calendar;
"Chief Procurement Officer"	refers to the Chief Executive of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;
"City"	refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois;
"Commissioner"	refers to the Chief Executive of the Department of Transportation, for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;
"Contact Person"	refers to Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise at a work site;
"Contract"	means this Contract for Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;
"Contractor"	refers to the person, firm, entity or corporation who is awarded this Contract;
"Contract Documents"	are herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
"Contract Contact"	refers to the Chief Executive of the Chicago Police Department, for the City of Chicago, and any representative duly authorized in writing to act on the Superintendent's behalf;
"Department"	means the Department of Transportation, City of Chicago;

"Deliverables"	means any Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment, documents, reports, information, etc. to be provided by the Contractor to the City;
"Delivery Location"	refers to the location where the product or service is to be provided by the Contractor.
"Force Majeure Event"	means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage).
"Holidays"	means the following days in accordance with the City of Chicago; New Years Day, Dr. Martin Luther King Jr.s Birthday, Lincoln's Birthday, Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day;
"Proposal"	as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;
"Reporting Formats"	means the appearance in which a report is submitted by the Contractor to the City;
"Services"	means all work to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work.
"Subcontractor"	means any person or entity with whom the Contractor contracts to provide any part of the Work, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor;

Unless a contrary meaning is specifically noted elsewhere, words as required, as directed, as permitted, and similar words mean that requirements, directions of, and permission of the Commissioner or Chief Procurement Officer are intended; similarly the words approved, acceptable, satisfactory, or words of like imports, will mean approved by, acceptable to, or satisfactory to the Commissioner or Chief Procurement Officer. The words necessary, proper, or words of like import as used with respect to extent of Work specified will mean that Work must be conducted in a manner, or be of character which is necessary or proper in the opinion of the Commissioner. The Commissioner's judgment in such matters will be considered final and incontestable by the Contractor.

Wherever the imperative form of address is used, such as provide equipment required it will be understood and agreed that such address is directed to the Contractor.

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

If bidder is a sole proprietorship, the sole proprietorship must execute the bid.

A Partnership, Joint Venture or Sole Proprietorship operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805ILCS 405 (1992).

2.4. SUBMISSION OF PROPOSALS

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

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

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

2.5. WITHDRAWAL OF PROPOSALS

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder will withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals nor must the successful bidder withdraw or cancel or modify his proposal after having been notified by the Chief Procurement Officer that said proposal has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its proposal prior to the stated period for acceptance of proposal.

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

2.6. COMPETENCY OF BIDDER

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

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

2.7. CONSIDERATION OF PROPOSALS

The Chief Procurement Officer will represent and act for the City in all matters pertaining to this proposal and Contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in the Chief Procurement Officer's opinion the best interest of the City will be served by such action.

The proposal is contained in these Contract documents and MUST NOT BE DETACHED HERE FROM by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

2.8. ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer will accept in writing one or more of the proposals, if Basis of Award in Special Conditions allows for multiple awards and/or reject any/all proposals, within sixty (60) calendar days, or within ninety (90) calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

2.9. BID DEPOSIT

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

Bid deposits must be in the amount shown in the advertisement or as may be prescribed herein, but not in excess of ten percent (10%) of the bid. Where the amount of the bid deposit shown in the advertisement should prove to be more than ten percent (10%) of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to ten percent (10%) of the bid. Compliance with the provisions herewith will be determined in all cases by the Chief Procurement Officer and his determination will be final.

When the legal advertisement requires a deposit, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner with the deposit requirements.

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

2.10. RETURN OF BID DEPOSIT

The bid deposit of all except the two (2) lowest bidders on each Contract will be returned shortly after the bid opening. The Chief Procurement Officer reserves the right to hold all bid deposits, if the intent is to award multiple Contracts for a requirement and/or if the two (2) lowest responsible bidders can not be readily determined based on price until all proposals have been evaluated.

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

2.11. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other Contract documents, a written request for an interpretation thereof, may be submitted to the Chief Procurement Officer. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Chief Procurement Officer. A copy of such addendum will be faxed, electronically mailed, mailed or delivered

to each person receiving a set of such Contract documents and to such other prospective bidders as will have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued in the space provided on appropriate proposal execution page. Oral explanations will not be binding.

2.12. PERFORMANCE BOND

When required by the Chief Procurement Officer the successful bidder or bidders must, within seven (7) calendar days of receipt of notice from the City, furnish a yearly re-newable Performance Bond in the full amount of ten percent (10%) of the total awarded Contract value on Form P.W.O. 62, a specimen of which is bound herein.

Receipt of written notice from the City to furnish a yearly re-newable Performance Bond constitutes tentative notice of pending award and proposal acceptance. Release of the Contract will be withheld pending receipt and approval of a satisfactory bond.

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

NOTE: Section 2-92-040 of the Municipal Code of the City of Chicago requires that the Contractor's surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount equal to or greater than the amount bid by the Contractor. This Circular 570 is available on the Internet at www.fins.treas.gov/c570. Co-sureties may be accepted in the sole discretion of the Chief Procurement Officer, but each co-security must individually meet the foregoing requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

2.13. FAILURE TO FURNISH BOND

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

2.14. TAXES

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption No. E9998-1874-07. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal laws and regulations.

2.15. CONTRACTOR'S FINANCIAL STATEMENT

If requested by the Chief Procurement Officer the bidder will file with the office of the Chief Procurement Officer a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION dated not earlier than the end of the Contractors last fiscal year period. The Contractor's Statement of Experience and Financial Condition will be kept on file by the Chief Procurement Officer as a representative statement for a period of one (1) year. The Contractor's Statement of Experience and Financial Condition forms are available at the office of the Bid and Bond Section, DEPARTMENT OF PROCUREMENT SERVICES, Room 301 City Hall, or may be obtained by addressing a request to the Chief Procurement Officer, Room 403, City Hall, Chicago, Illinois, 60602. Failure to have a current Contractor's Statement of Experience and Financial Condition form on file with the DEPARTMENT OF PROCUREMENT SERVICES may be cause for the rejection of Contractor's Proposal.

2.16. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

The order of precedence of the component Contract parts will be as follows:

1. General Conditions.
2. Addenda, if any.
3. Special Conditions.
4. Plans or City Drawings, if any.
5. Detailed Specifications.
6. Standard Specifications of the City, State or Federal Government, if any.
7. Advertisement for proposals (copy of advertisement to be attached to back of cover).
8. Performance Bond, if required.
9. Bid Deposit, if required.

The foregoing order of precedence will govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

2.17. NOTICES

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

All communications and notices to the bidder, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the proposal hereof.

2.18. NON-DISCRIMINATION

A. Federal Requirements

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

B. State Requirements

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1 - 101 et seq. (1992), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A. Furthermore, the Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1992), as amended; and all other applicable state laws, rules, regulations and executive orders.

C. City Requirements

Contractor must comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended; and all other applicable municipal code provisions, rules, regulations and executive orders. Further, Contractor must furnish or shall cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.19. INDEMNITY

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

injury, death or damage of or to any person or property;
any infringement or violation of any property right (including any patent, trademark or copyright);
failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor;
the City's exercise of its rights and remedies under this Contract; and
injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

"**Losses**" means, individually and collectively, liabilities of every kind, including Losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and subcontractors.

At the City Corporation Counsels option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractors performance of services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

2.20. SAFETY AND LOSS CONTROL

The Contractor, its agents, employees, material suppliers and Subcontractors, will perform all work on the project in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and Subcontractors are required to maintain compliance with all local, state and federal regulatory requirements and current versions of applicable consensus standards (incorporated by reference), pertaining to the work being performed. This includes, but is not limited to the requirements of the City of Chicago Municipal Code, Illinois Department of Labor (IDOL), Illinois Department of Transportation (IDOT), Illinois Environmental Protection Agency (ILEPA), the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT) and the Environmental Protection Agency (EPA) where applicable.

Minimum requirements of the Contractors accident/incident prevention program include, but are not limited to the following:

A training program that includes safety and the identification of worksite hazards.

Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses immediately, or as soon as possible).

Implementation of an Accident/Incident Reporting Program, which includes first-aid and injury treatment procedures at the job site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses or damage to City equipment and/or property. Procedures must ensure that injured or medically ill persons receive prompt first-aid and/or medical treatment and that every accident/incident occurring on City property, is promptly reported to Contractor management and the Commissioner. A completed report of the accident/incident must be promptly submitted to the Commissioner.

Develop an Emergency Evacuation/Disaster Control Plan consistent with the Commissioner's requirements. The plan must include applicable names and telephone numbers of Contract Management. The Contractor must communicate the contents of the plan to its employees and subcontractors. The Contractor's employees and subcontractors must be trained in the use of the emergency procedures. Copies of the plan must be provided to the Commissioner.

Contractors must also comply with the safety and health requirements of the Commissioner. The Commissioner may at any time, require additional provisions, if such are deemed necessary for public safety or convenience.

The Contractor's attention is directed to the Health and Safety Act of the State of Illinois, 8209 ILCS 225/3 et seq. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal OSHA law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health, and safety of all persons employed under this Contract. Such act and rules and the applicable parts thereof must be considered as part of this Contract.

The Contractor and Subcontractors must comply with said requirements, standards, and regulations, as required; and be directly responsible for compliance therewith on the part of its said agents, employees, and material suppliers. The Contractor and Subcontractors must directly receive, respond to, defend and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, or material suppliers to so comply.

2.21. LIVING WAGE ORDINANCE

A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:

1. If the Contractor has twenty-five (25) or more full-time employees, and

2. if at any time during the performance of the Contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then

3. The Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.

B. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.

C. As of July 1, 2007, the Base Wage is $10.33 per hour. Each July 1st thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current Base Wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

D. The Contractor must include provisions in all subcontracts requiring its subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.

E. Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section A through D above do not apply.

2.22. PAYMENT TO CONTRACTOR

Work performed under this Contract is interpreted to include materials to be furnished under this Contract which are suitably stored at the site of the work. Unless otherwise provided in Special Conditions, which will be subject to the provisions of Chapter 26-13 of the Municipal Code of Chicago, the Chief Procurement Officer may from time to time, in cases where the Contractor must proceed properly to perform and complete this contract, grant to such Contractor as the work progresses an estimate of the amount already earned. All partial payment estimates shall be subject to correction by the final estimate.

Waivers from Subcontractors and Suppliers indicating that they have received their share from the Contractor of the previous partial payment to the Contractor must be presented concurrently by the Contractor when he presents an estimate for a partial payment.

The Chief Procurement Officer may, whenever he have reason to believe that the Contractor has neglected or failed to pay any subcontractors, workmen or employees for work performed or for materials furnished and used in or about the work contracted for, order and direct that no future vouchers or estimates be issued and no further payments be made upon the contract until said Chief Procurement Officer has been satisfied that such subcontractors, workmen and employees have been fully paid, and the reserve sum referred to in the above stated Chapter 26-13 has not been payable until the Contractor has satisfied the Chief Procurement Officer that all subcontractors, material men, workmen and employees have been fully paid.

Whenever the Chief Procurement Officer notifies the Contractor, by notice personally served or by mailing a copy thereof to the Contractor to his office as shown by his bid, that no further vouchers or estimates will be issued or payments made on the contract until subcontractors, workmen and employees have been paid, and the Contractor neglect or refuse for the period of ten (10) calendar days after such notice is given, as above provided for, to pay such subcontractors, workmen and employees, the City may then apply any money due or that may become due under the contract to the payment of such subcontractors, workmen and employees without other or further notice to said Contractor; but failure of the City to retain and apply such moneys, or of the Chief Procurement Officer to order or direct that no vouchers or estimates will be issued or further payments be made will not, nor shall the paying over of such reserve sum without such subcontractors, workmen or employees being first paid, in any way affect the liability of the Contractor or of his sureties to the City, or to any such subcontractors, workmen or employees upon any bond given in connection with such Contract.

Before final payment is made under the Contract and as a condition precedent to such final payment, the Contractor shall furnish waivers of all liens and satisfactory guarantees against all claims on account of work performed, tools and plant employed, and material and labor furnished under the contract. The Contractors shall not be entitled to demand or receive final payment until all the stipulations, provisions and conditions set forth in the contract have been complied with, and the work has been accepted by the Commissioner, whereupon the City will, at the expiration of thirty (30) calendar days after such completion and acceptance, pay the whole account of money due the Contractor under the Contract.

The acceptance by the Contractor of the final payment above mentioned will operate as and will be a release to the City from all claims or liability under this Contract for anything done or furnished or relating to the work under this Contract, or for any act or neglect of the City relating to or connected with this Contract.

2.23. COOPERATION BETWEEN CONTRACTORS

Unless otherwise provided in Special Conditions, if separate Contracts are let for work within or adjacent to the project site as may further be hereinafter detailed in the Contract documents, each Contractor must conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors.

Each Contractor involved must assume all liability, financial or otherwise, in connection with this Contract, and will protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same improvement. Each Contractor must assume all responsibility for all work not completed or accepted because of the presence and operations of the other Contractors.

The Contractor must as far as possible, arrange his work and place and dispose of the materials being used, so as not to interfere with the operations of the other Contractors within or adjacent to the limits of the project site. Contractor must join his work with that of the others in an acceptable manner and must perform it in proper sequence to that of the others.

2.24. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No Contract will be assigned or any part of the same sub-contracted without the written consent of the Chief Procurement Officer; but in no case will such consent relieve the Contractor from his obligations, or change the terms of the Contract.

The Contractor must not transfer or assign any Contract funds or claims due or to become due without the written approval of the Chief Procurement Officer having first been obtained.

The transfer or assignment of any Contract funds either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, will cause the annulment of said transfer or assignment so far as the City is concerned.

2.25. SUBCONTRACTORS

The Contractor must notify the Chief Procurement Officer, in writing, of the names of all Subcontractors to be used and will not employ any that the Chief Procurement Officer may object to.

The Contractor will not subcontract any portion of the services or work to be performed hereunder without the prior written consent of the Chief Procurement Officer. The subcontracting of the services or work or any portion thereof without the prior written consent of the Chief Procurement Officer will be null and void. The Contractor will not make any substitution of a Subcontractor without the written consent of the Chief Procurement Officer. The substitution of a Subcontractor without the prior written consent of the Chief

Procurement Officer will be null and void. The Chief Procurement Officer's consent will not relieve the Contractor from any of its obligations under the Contract.

The Contractor will subcontract with only competent and responsible Subcontractors. If, in the judgment of the Commissioner or the Chief Procurement Officer, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the Chief Procurement Officer, discharge or otherwise remove such Subcontractor.

2.26. SUBCONTRACTORS WITH DISABILITIES

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

2.27. SUBCONTRACTOR PAYMENTS

Contractor must submit a status report of Subcontractor payments for each invoice for the duration of the Contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at:

http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

(i) Total amount invoiced by the Contractor for the prior month;
(ii) The name of each particular Subcontractor or supplier utilized during the prior month;
(iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Contract;
(iv) The vendor/supplier number of each Subcontractor or supplier;
(v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its Work, or provided specified materials in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

2.28. DEMURRAGE AND RE-SPOTTING

The City will be responsible for demurrage charges only when such charges accrue because of the City's negligence in unloading the material.

The City will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the City.

2.29. MATERIALS INSPECTION AND RESPONSIBILITY

The City, by its Chief Procurement Officer, will have a right to inspect any material to be used in carrying out this Contract.

The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract. The Contractor will be responsible for the contracted quality and standards of all materials, components or completed work furnished under this Contract up to the time of final acceptance by the City.

Materials, components or completed work not complying therewith may be rejected by the Chief Procurement Officer and must be replaced by the Contractor at no cost to the City.

Any materials or components rejected must be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components have been rejected.

2.30. CASH BILLING DISCOUNT

Any cash billing discounts offered will not be considered in the evaluation of bids.

2.31. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE

Plans or drawings mentioned in the specifications will be so considered that any material shown on plans or drawings and not therein specified, or material therein specified and not shown on plans or drawings, will be executed by the Contractor the same as though it were both shown and specified.

2.32. AUDITS

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than five percent (5%) of the total value, based on the Contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the City conducts;
If, however, the audit has revealed overcharges to the City representing five percent (5%) or more of the total value, based on the Contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with A or B above is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys fees.

2.33. TIME AND PROGRESS

It is understood and agreed that TIME IS OF THE ESSENCE OF CONTRACT, and the Contractor agrees to begin actual work covered by this Contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the entire work under this Contract within the calendar days stipulated after the date for commencement of work as specified in the written notification to the Contractor from the Commissioner, using double shift and holiday work when necessary.

Unless otherwise provided in Special Conditions, the Contractor must submit to the Commissioner for approval, within five (5) calendar days after the effective date of this Contract, a TIME SCHEDULE for performing operations under this Contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contract must prosecute the work under this Contract so that the actual work completed will be not less than required by such approved TIME SCHEDULE for performing operations under this Contract which will insure the satisfactory completion of the entire work within the time hereinafter specified.

If the rate of progress be such that the total amount of work accomplished by the Contractor within any time mentioned in such approved TIME SCHEDULE is less than the amount therein specified to be completed within such time, then the Chief Procurement Officer may declare this Contract in default as provided herein.

2.34. PROVISIONS RELATIVE TO DELAY

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work under this Contract by any act or delay of the City or by order of the Commissioner, howsoever caused, then the time herein fixed for the completion of said work will be extended for a period equivalent to the time lost by reason of such acts or delays of the City or orders of the Commissioner.

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and Chief Procurement Officer in writing, stating the approximate number of days he expects to be delayed.

The Contractor must also make a request in writing to the Commissioner and Chief Procurement Officer for an extension of time within ten (10) calendar days after the cessation of the delay. Compliance by the Contractor with the requirements set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor will not be entitled to an extension of time.

The Chief Procurement Officer and the Commissioner will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Mayor, Comptroller and the Chief Procurement Officer, will be final and binding.

It is further expressly understood and agreed that the Contractor will not be entitled to any damages or compensation from the City, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

2.35. PRICE REDUCTION

If at any time after the date of the bid or offer the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations will apply to the Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a general price reduction will mean any horizontal reduction in the price of an article or service offered (1) to Contractors customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision. The Contractor must invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the Price Reduction provision of the Contract documents. The Contractor, in addition, must within ten (10) calendar days of any general price reduction notify the Chief Procurement Officer of the City of Chicago of such reduction by letter. Failure to do so may require termination of the Contract. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Chief Procurement Officer.

The Contractor must furnish, within ten (10) calendar days after the end of the Contract period, a statement certifying either:

that no general price reduction, as defined above, was made after the date of the bid or offer; or
if any such general price reductions were made, that is provided above, they were reported to the Chief Procurement Officer within ten (10) calendar days, and ordering offices were billed at the reduced prices.

Where one or more such general price reductions were made, the statement furnished by the Contractor must include with respect to each price reduction:

the date when notice of any such reduction was issued;
the effective date of the reduction; and
the date when the Chief Procurement Officer was notified of any such reduction.

2.36. PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER NO. 05-1

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it will not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

A. they are each other's sole domestic partner, responsible for each other's common welfare; and
B. neither party is married; and
C. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
D. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
E. two of the following four conditions exist for the partners:
   1. The partners have been residing together for at least 12 months.
   2. The partners have common or joint ownership of a residence.
   3. The partners have at least two of the following arrangements:
      a. joint ownership of a motor vehicle;
      b. a joint credit account;
      c. a joint checking account;
      d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

2.37. CONFLICTS OF INTEREST

No member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the project will have any personal or financial interests, direct or indirect, in the Contract.

The Contractor covenants that he presently has no interest and will not acquire any interest, direct or indirect, in the project to which the Contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest will be employed.

2.38. DISCLOSURE OF OWNERSHIP

Pursuant to Chapter 2-154 of the Municipal Code of the City of Chicago, any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the attached Economic Disclosure Statement and Affidavit. Failure to provide complete or accurate disclosure will render this Agreement voidable.

2.39. DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1

Bidder will be required to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit as required by Executive Order 97-1. Refusal to execute the Disclosure of Retained Parties Section of the Economic Disclosure Statement and Affidavit will result in the Chief Procurement Officer declaring the bidder non-responsible. Moreover, if a bidder is deemed non-responsible under this provision, the bidder's status as a non-responsible bidder may apply to the bidder's subsequent bids.

2.40. GOVERNMENTAL ETHICS ORDINANCE

Contractor must comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this Chapter pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the

prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

2.41. CHAPTER 2-56 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF INSPECTOR GENERAL

It is the duty of any bidder, proposer, or Contractor, all subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. Contractors must inform subcontractors of this provision and require understanding and compliance herewith.

2.42. SECTION 2-92-380 OF THE MUNICIPAL CODE OF CHICAGO

In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City of Chicago under the contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. debt means a specified sum of money owed to the City for which the period granted for payment has expired.

Notwithstanding the provisions of subsection (a), above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

2.43. SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390	Dumping on public way;
7-28-440	Dumping on real estate without permit;
11-4-1410	Disposal in waters prohibited;
11-4-1420	Ballast tank, bilge tank or other discharge;
11-4-1450	Gas manufacturing residue;
11-4-1500	Treatment and disposal of solid or liquid waste;
11-4-1530	Compliance with rules and regulations required;
11-4-1550	Operational requirements; and
11-4-1560	Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of

default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

2.44. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this contract will be grounds for termination of this contract. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

2.45. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE

Contractor, in performing under this contract must comply with the Municipal Code of Chicago, Section 2-92-320, as follows:

No person or business entity will be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.

Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of Ineligibility may be reduced, suspended, or waived by the Chief Procurement Officer under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the Chief Procurement Officer to reduce, suspend, or waive the period of Ineligibility.

2.46. MACBRIDE PRINCIPLES ORDINANCE

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of Chicago, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

2.47. CONTRACTOR CERTIFICATION

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the attached Economic Disclosure Statement and Affidavit (the Affidavit) under: Certification By Applicant, which certifies that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended: Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

2.48. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE

The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for Contractors to obtain the benefits of public funds under City contracts while its owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner in arrearage on their child support obligations and: (1) a one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) a Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of Compliance with Child Support Orders in Economic Disclosure Statement and Affidavit), then:

For those bidders in competitive bid contracts, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

For purposes of this section, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the bidder; where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

"PERCENTAGE OF INTEREST" includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent (10%) or more percentage of interest in the Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

The provisions of this Section will only apply where not otherwise prohibited by federal, state or local law.

2.49. FEDERAL TERRORIST (NO-BUSINESS) LIST

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

2.50. COMPLIANCE WITH ALL LAWS

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and whether or not they appear in the Agreement, including those specifically referenced herein or in any of the Contract Documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to do so. Failure to do so is an event of default and may result in the termination of this Agreement.

2.51. SEVERABILITY

If any provision of this Contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this Contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Contract or any part of it.

2.52. FORCE MAJEURE EVENT

Notwithstanding anything to the contrary in this Contract, neither the City nor the Contractor will be liable to the other party for performance of their respective obligations under this Contract if such performance is prevented by the occurrence of a Force Majeure Event. However, if the Contractor is unable to provide the goods and/or services as required by this Contract due to the occurrence of a Force Majeure Event, and the Contractor is not able to restore full provision of the goods and/or services within seven (7) calendar days, then the City may elect to terminate this Contract in accordance with this Contract. In addition, if the Contractor is prevented from providing any portion of the Services due to a Force Majeure Event, then, if so directed by the City, the Contractor will cause its personnel to appear before the Chief Procurement Officer or any other interested group or body, as directed by the City, and such personnel will summarize both the Force Majeure Event and the efforts being made by the Contractor to resume the Services required by this Contract.

2.53. FALSE STATEMENTS

False statements made in connection with this Agreement, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract documents constitute a material breach of the Agreement. Any such misrepresentation renders the Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such misrepresentation. In addition, the City may debar Contractor, assert any Contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to Chicago Municipal Ordinance 1-21-010.

2.54. DEFAULT

A. The City may, subject to the provisions of paragraph (C) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

ii. if the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period of ten (10) calendar days (or such other period as the Chief Procurement Officer may authorize in writing) after receipt of notice from the Chief Procurement Officer specifying such failure.

B. In the event the City terminates this Contract in whole or in part as provided in paragraph (A) of this clause, the City may procure, upon such terms and in such manner as the Chief Procurement Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor must be liable to the City for any excess costs for such similar supplies or service: provided, that the Contractor must continue the performance of this to the extent not terminated under the provisions of this clause.

C. The Contractor will not be liable for any excess of costs if acceptable evidence has been submitted to the Chief Procurement Officer the failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.

2.55. DISPUTES

Except as otherwise provided in this Contract, Contractor must and the City may bring any dispute arising under this Contract which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

3. SPECIAL CONDITIONS

3.1. DOWNLOADABLE DOCUMENT

Bidder's that download a bid solicitation from the City of Chicago's website: http://egov.cityofchicago.org/webportal/cocwebportal/coc_EDITORIAL/Spec.33355.pdf, instead of obtaining the hard copy paper bid solicitation from the City of Chicago's Bid and Bond Room, the bidder is responsible for checking the City of Chicago's website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the City's website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. The City will not be responsible for bidder's failure to consider additional information contained therein in preparing the bid or proposal.

Note: Multiple clarifications and/or addenda may be issued in which the bidder is responsible for obtaining.

If the bid solicitation was downloaded from the City of Chicago's website instead of picking it up in paper from the City of Chicago's Bid and Bond Room, the bidder/proposer MUST contact the City of Chicago, Department of Procurement Services, Bid and Bond Room at 312-744-9773 or by faxing a copy of a business card (include e-mail address, Specification No and RFQ No) at 312-744-5611 to register your company as a document holder for this bid solicitation.

Any harm to the bidder or proposer resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this bid solicitation.

3.2. PRE-BID CONFERENCE

A Pre-Bid Conference will be held to answer questions regarding this specification. Attendance is strongly encouraged but is not mandatory. Representatives from the Department of Procurement Services and the Department of Transportation will comprise the panel to respond to questions concerning the specification.

The Pre-Bid Conference will be held on Monday, January 14, 2008, at the Department of Procurement Services, Bid & Bond, City Hall, 121 N. LaSalle Street, Room 301, Chicago, Illinois at 2:00 p.m., as noted herein and specified in the advertisement of the public notice in this specification.

Bidders must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by email or fax at (312)744-7679, and directed to the attention of Larry Washington, lwashington@cityofchicago.org, Department of Procurement Services, 121 N. LaSalle Street, Room 403, Chicago, Illinois 60602 and must be received no later than 4:30 p.m. Chicago time, on Monday, January 7, 2008. Bidders are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Bid Conference.

3.3. SUBMISSION OF BID FEE

Bidder must submit with its bid a non-refundable "Bid Submittal Fee" in the amount of $900.00. The Submittal Fee must be submitted with the bid and must be in the form of a Certified Check, Cashier's Check or Money Order. Failure to submit said Bid Submittal Fee with the bid at the time of Bid Opening will be cause for rejection of the bid for being non-responsive to this requirement.

3.4. PERFORMANCE BOND

No Bond Required.

3.5. QUANTITIES

Any quantities shown on the Proposal Page are an estimated usage for the initial thirty-six (36) month Contract period and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities of Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment ordered under this Contract. Nothing herein will be construed

as an intent on the part of the City to procure any Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment other than those determined by the Department of Transportation to be necessary to meet its needs.

The City will only be obligated to order and pay for such quantities of Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment as are from time to time ordered, delivered and accepted on purchase order releases issued directly by the Department of Transportation.

3.6. PURCHASE ORDER RELEASES

Requests for Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment in the form of purchase order releases will be issued by the Department of Transportation and sent to the Contractor to be applied against the Contract.

Purchase order releases will indicate quantities ordered for each line item, commodity codes, unit/total cost, shipping address, delivery date, fund chargeable information, and other pertinent instructions regarding delivery.

All orders placed by the City for Hot Mix Asphalt will be a minimum of five (5) tons. Any orders placed for less than five (5) tons, the Contractor will be paid for five (5) tons of the Hot Mix Asphalt specified.

The purchase order will also contain:

Location (address)

Project # (fund chargeable information)

First truck arrival time (for delivery or pick up)

Last truck arrival time (for delivery or pick up)

Rate of delivery. Rate is defined as the uniform delivery/pick-up of material throughout the order time

Revisions/Modifications

Mix/Commodity

Tonnage

Crew

The City reserves the right to modify purchase orders regarding time, quantity, rate, material and location two (2) hours prior to the original scheduled pick-up or delivery time.

The purchase order is to determine the magnitude of materials to be used.

3.7. DELIVERIES

Delivery requirements for materials in this Contract will be in accordance with Sections 11.5, 11.6, 11.7, 11.8 and 11.9 of the Detailed Specifications included herein.

3.8. INVOICES

Original invoices and Subcontractors Payment Certification forms must be forwarded by the Contractor to the Department of Transportation, 30 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attn: Accounts Payable to apply against the Contract. Invoices and Subcontractors Payment Certification forms must be submitted in accordance with the mutually agreed upon time period with the Department of Transportation.

All invoices and Subcontractors Payment Certification forms must be signed, dated and reference the City Contract number and include Subcontractors Payment Certification form. All invoices and Subcontractors Payment Certification forms must include original signed proof of delivery ticket and/or signed City disposal permit and signed weight tickets by Contractor's certified weightmaster. If a Contractor has more than one (1) Contract with the City, separate invoices must be prepared for each Contract in lieu of combining items from different Contracts under the same invoice. Invoice quantities, Asphalt Primers, Hot Mix Asphalt, High-

Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment description, unit of measure and pricing information must correspond to the items quoted on the Proposal Page

Invoices for overshipments of Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment by Contract modification. Freight, handling and shipping costs are not to be invoiced; Contract terms specify deliveries F.O.B, City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

3.9. ELECTRONIC ORDERING AND INVOICES

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to purchase orders, releases and invoices. Contractor will accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor will provide the City electronic copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

3.10. PAYMENT

The City will process payment within sixty (60) calendar days after receipt of invoices and Subcontractors Payment Certification forms completed in accordance with the terms herein, and all supporting documentation necessary for the City to verify the Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment provided under this Contract. The City will only pay for Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment received by the Department that the weight ticket specified. The weight ticket must have the contract number, date of service, location/address.

The City will not be obligated to pay for any Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer And Colored Asphalt Surface Treatment provided which are non-compliant with the terms and conditions of these specifications. Any Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment which fail tests and/or inspections are subject to correction at the cost of the Contractor.

3.11. BASIS OF AWARD

It is the intent of the City to award multiple Contracts for each Region, one to a Primary Source (lowest total bid per Region) and another to a Secondary Source (second lowest total bid per Region) and/or Tertiary Source (third lowest bid per Region). The contracts will be awarded on the basis of the three (3) Lowest Total Bid Price(s) offered by responsive and responsible bidders meeting the terms and conditions of the specifications. The Total Bid Prices is equal to the sum of the Extended Prices for each Region. Extended Prices will be determined by multiplying the estimated quantities by the unit price for each line item.

Bidders must bid all line items in each Region but are not required to bid all Regions. Bids submitted to contrary may be rejected.

The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of material, delivery or transportation charges, insurance, taxes, guarantee, warranty, etc., required by the specifications.

If the bidder is low on multiple Regions and it is determined that the bidder does not have the financial capability and/or capacity to perform the services as described herein for all such Regions by the Chief Procurement Officer, then the contract award will be based on the next lowest total bid.

Bituminous materials used in this contract must be in accordance with the detailed specifications herein. First preference in assigning work will be given to the Primary Source. The Primary Source must confirm within thirty (30) minutes of receiving the Using Department's order the following: 1) the receipt for orders of material/services and 2) the delivery time for material/services ordered. However, in the event that any material/services ordered and specified herein (i) cannot be confirmed by the Primary Source within thirty (30) minutes of notification by the Using Department or (ii) the work load exceeds the Primary Source's capacity, or (iii) the Primary Source cannot deliver at the time specified by the order, the Using Department may order material/services from Secondary Source in accordance with the same procedures, until the Using Department has identified, assigned and scheduled a sufficient number of crews and equipment to perform the required work. In the event that any material/services ordered and specified herein (i) cannot be confirmed by the Secondary Source within thirty minutes of notification to the Using Department or (ii) the work load exceeds the Primary and the Secondary Source's capacity, or (iii) the Secondary Source cannot deliver at the time specified by the order, the Using Department may order services from the Tertiary Source in accordance with the same procedures, until the City has identified, assigned and scheduled a sufficient number of crews and equipment to perform and required work.

In the event the Primary Source cannot substantially fulfill the contract requirements, and is deemed non-responsive and defaulted in accordance with the terms and conditions of this Contract, the Secondary source will then be considered the Primary Source, and the Tertiary Source will then be considered the Secondary Source.

The Chief Procurement Office reserves the right to award to one (1) or more contracts for any one Region, or to reject any or all bids when in the Chief Procurement Officer's opinion, the best interests of the City will be served.

3.12. CHICAGO BUSINESS PREFERENCE

The Chief Procurement Officer will accept the lowest bid price or lowest evaluated bid price from a responsive and responsible Chicago business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-Chicago business by more than two percent (2%).

A Chicago business ("Chicago Business") is a business located within the corporate limits of the City, which has the majority of its regular, full-time work force located within the City, and is subject to City of Chicago taxes.

Where all partners to a joint venture are Chicago Businesses, the joint venture will be deemed to be a Chicago Business. Where not all partners to a joint venture are Chicago Businesses, such joint venture will be considered a Chicago Business only if Chicago Businesses hold at least a fifty percent (50%) interest in the venture. Chicago Businesses have a fifty percent (50%) interest in the joint venture only if the Chicago Business partners in the venture hold subcontracts equal to fifty percent (50%) or more of the amount of the bid. Joint venture bidders must submit information and documentation (including, but not limited to, the joint venture agreement and subcontracts) with their bids to establish their eligibility for the Chicago Business Preference. A joint venture bidder which fails to submit such information will not be entitled to the Chicago Business Preference.

The Chief Procurement Officer's determination of a bidder's eligibility for the Chicago Business Preference will be final.

3.13. PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority,

Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases must be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.14. CALCULATION OF MBE/WBE COMMITMENT

For purposes of calculating bidder's percentage of Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) dollar commitment toward the minimum goal of 16.9% MBE and 4.5% WBE participation as stated in the Special Condition Regarding Minority Business Enterprise and Women Business Enterprise, the estimated amount of the bidders total bid price will be used to calculate the actual dollar commitment to each MBE and/or WBE firm listed on your Schedule D-1, MBE/WBE Goal Implementation Plan. If at the end of this contract, the actual dollar value is below the estimated value, the City will consider adjustments to your MBE/WBE plan which are proportionate to the actual dollar value of this contract.

A. The Contractor will, not later than thirty (30) calendar days from the award of a Contract by the City, execute formal Contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

B. During the term the Contract, the Contractor will submit monthly MBE/WBE Utilization Reports, a copy of which is attached. The frequency with which these reports are to be submitted will in no case be less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) calendar days after the date of Contract award, and reports will be due monthly thereafter.

C. MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.

(NOTICE: Do not submit invoices with MBE/WBE Utilization Reports.) Final payments may be held until the Utilization Reports have been received.

D. The City of Chicago's Department of Procurement Services, Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the Contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Contract. Such rights are in addition to any other audit inspection rights contained in the Contract.

3.15. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

Bidder must fully complete, sign, notarize and submit as part of your proposal the following documents incorporated herein:

Schedule B: Affidavit of Joint Venture (MBE/WBE) (if applicable).
Schedule C-1: Letter of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant.
Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan Proposal Page(s)
FMPS Proposal Page(s)
Economic Disclosure Statement and Affidavit
Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
City of Chicago Insurance Certificate of Coverage

NOTE: Bidder must acknowledge receipt of a full set of Contract documents and any Addenda at the top of the appropriate Proposal Execution Page.

3.16. CONTRACT PERIOD

The Contract will begin on or about 3-1-2008 and continue through 2/28/2011 unless terminated prior to this date according to the terms of the Termination paragraph, or extended as provided for herein.

The City will establish and enter the above start and expiration dates at the time of formal award and release of this Contract unless negotiated prior to release of the Contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Acceptance Page herein. The expiration date will be the last day of the thirty-six (36) full calendar month after the established start date.

3.17. CONTRACT EXTENSION OPTION

This Contract will be in effect for the dates indicated herein for the thirty-six (36) month contract period. The Chief Procurement Officer may exercise the City's right to extend this Contract following the expiration of the base contract term for up to three (3) years, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

No less than ninety (90) calendar days before the expiration of the then current Contract term, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the Contract period for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of service while procuring a replacement Contract.

3.18. PRICE ESCALATION

The original pricing will be fixed and firm for the initial twelve (12) month Contract period, no Price Escalation will be allowed during the initial twelve (12) month contract period. After the initial twelve (12) month Contract period, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract, annual price adjustments of the contract pricing may be made after receipt of written request from the Contractor made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Contractor does not request a price adjustment within such thirty (30) calendar day period, Contractor will not be entitled to a price adjustment for the upcoming year. For each twelve (12) month adjustment, the original bid prices will be increased or decreased to obtain a "New Contract Price" in accordance with the following formula:

New Contract Price (each item) =

Original Bid Price

+

Original Bid Price

X

([Comparison Construction Cost Index –

Base Construction cost Index]

÷

Base Construction Cost Index)

The New Contract Prices apply to work performed after the Contractor's Modification has been signed by the City and the Contractor. For purposes of the formula above, "Construction Cost Index" means the Construction Cost Index (20-city average) (base index year 1913 = 100), as published by ENR, Engineering News-record, a division of the McGraw-Hill Companies. If, during the term of the Contract, the manner in which the Construction Cost Index is determined by ENR is substantially revised, including a change in the base index year, the City will make an adjustment in the revised index that would produce results equivalent, as nearly as possible, to those that would have been obtained if the Construction cost Index has not been so revised. If the Construction Cost Index becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to enable the City to make the adjustment, then the City will substitute for it a comparable index based upon changes in the cost of construction published by a governmental agency or, if no such index is available, then comparable index published by a university or a recognized trade publication. "Base Construction Cost Index" means the construction Cost Index for the calendar month before the month in which the bids for the Contract are opened. "Comparison Construction Cost Index" means the annual average Construction Cost Index for the most recent calendar year ending before the second anniversary of the start date of the Contract.

3.19. UNSPECIFIED PRIMERS, ASPHALT, COLD PATCH, SEALER OR TREATMENT

Any Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment not specifically listed herein may be added to this Contract if they fall within the same specific category of supply items specified (e.g. new hot mix asphalt designs or change in composition, new colorant material for asphalt surface treatment, etc.). The lifetime usage of any item added to this Contract must not exceed ten percent (10%) of the original Contract award dollar amount.

The User Department will notify the Contractor in writing of the items which are necessary and request a written price proposal for the addition of the Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment to this Contract by modification, then forward the documents to the Chief Procurement Officer. Such Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment may be added to the Contract only if the prices are competitive with current market prices and said items are approved by the Chief Procurement Officer in the form of a written modification signed by the Contractor and the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment from other suppliers and to procure such Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment in a manner which serves the best interest of the City.

Any such Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment provided by the Contractor, without a properly executed Contract modification signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such modification is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any items delivered prior to the Contractors receipt of the fully signed modification.

3.20. AVIATION SECURITY

This Contract is expressly subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are hereby incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated thereunder. All employees providing services at the City's airports must be badged by the City. (*See Airport Security Badges section below.*) In the event that the Contractor, or any individual employed by the Contractor, in the performance of this Contract, has (i) unescorted access or regular escorted access to aircraft located on or at the City's Airport; (ii) unescorted access or regular escorted access to secured areas, or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, the Contractor is subject to, and further must conduct with respect to its subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration (FAA), the Under Secretary of the Transportation Security Administration (TSA), and the City may deem necessary. The Contractor and all employees,

subcontractors, material men, laborers, invitees and all other persons under the control of the Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA from time-to-time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

3.21. AIRPORT SECURITY BADGES

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, drivers license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Drivers License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

3.22. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS

The Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower. Use of the airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

If Contractor requires interruption of airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request the Deputy Commissioner in charge of the project to provide specific requirements and/or instructions which are applicable to the particular work site areas, including but not limited to areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint. The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to the following paragraph, and be similar and equal to Crouse-Hinds Type EOL, conforming to FAA Specifications: -810. All obstruction lights must be kept continuously in operation between sunset and sunrise seven (7) days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than five (5) miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size two feet by three feet (2' x 3') for hand use, and one size three feet by five feet (3' x 5') in length. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control, is grounds for the Chief Procurement Officer to declare an event of default and terminate this Contract immediately.

3.23. PARKING RESTRICTIONS

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employee's expense.

3.24. DEPARTMENT OF WATER MANAGEMENT SECURITY

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;
Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and
Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.

At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.

All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.

All required City stickers and State Vehicle Inspection stickers must be valid.
Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restored them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passss issued have been returned to DOWM Security.

3.25. ACCEPTANCE

It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any delivery will not be considered a waiver of any provision of these specifications and will not relieve the Contractor of its obligation to provide satisfactory Asphalt Primer, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.

Failure of the Contractor to familiarize himself/herself with all requirements of the Contract Documents will not relieve him/her from complying with all of the provisions thereof.

3.26. DEEMED INCLUSION

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract or, upon application by either party, the Contract will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.

3.27. NON-APPROPRIATION

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.28. TERMINATION

The City may terminate this Contract or any portion of the Contract, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later. If the City elects to terminate the Contract in full, all services to be provided under it must cease and all materials that may have been accumulated in performing this Contract whether completed or in the process, must be delivered to the City within ten (10) calendar days after the effective date stated in the notice.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in the Payment clause and as outlined in the Proposal page, but if any compensation is described or provided for on the basis of a period longer than ten (10) calendar days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed services. The payment so made to the Contractor is in full settlement for all services satisfactorily performed under this Contract. **If Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision, in the General Conditions.**

12. DETAILED SPECIFICATIONS

12.1. SCOPE

The Contractor must furnish Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch Materials, Hot-Pour Joint Sealer Materials, and Colored Asphalt Surface Treatment Materials during the term of the Contract with the City of Chicago in accordance with the terms and conditions of this specification. The Contractor will be required to furnish bituminous materials Citywide for various using City Bureaus and Departments.

12.2. INTERPRETATION OF THE STATE OF ILLINOIS SPECIFICATIONS

The following Detailed Specifications supplement the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, hereinafter referred to as SSRBC of Standard Specifications, "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" which are not contained herein but are on file in the office of the Commissioner or through the State of Illinois, Public Libraries, or can be electrically downloaded from IDOT's website (http://www.dot.state.il.us/desenv/hwyspecs.html). All applicable protions of these documents must be followed in the performance of the contract.

12.3. PROJECT AREA

This Contract will encompass the entire corporate limits of the City of Chicago.

12.4. PLANT OPERATIONS

The Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch Materials, Hot-Pour Joint Sealer Materials, and Colored Asphalt Surface Treatment materials must be available for pickup by City forces or delivered by the Contractor to a project site specified on the order. The Contractor's plant must be available between the hours of 6:00 a.m. to 7:00 p.m., Central Time, Monday through Friday. During these hours material must always be available and there must be no restriction and/or penalty for late pick-up.

The City will place all orders by 3:00 p.m., Monday through Friday, on the day prior to the requested pickup or delivery. The order will be placed via verbal, faxed, e-mail or written notification. At the time of placing the order the City will request a pickup or delivery time. If the City requires delivery, the City will place individual orders per project location.

Contractors must confirm all new orders by 3:30 p.m., via e-mail. If no confirmation is received, the City will cancel the order.

For each order placed by the City for pickup, the material must be available for pickup at the time specified on the order. Subsequent pickups required to complete the order must be loaded on the truck within a half hour of the truck's arrival to the plant. For each order placed by the City for delivery, the initial delivery of material must be delivered to the project location by the requested delivery time specified on the order. Subsequent deliveries required to complete the order must be made at the requested rate.

All orders placed by the City for Hot Mix Asphalt will be a minimum of five (5) tons. Any orders placed for less than five (5) tons, the Contractor will be paid for five (5) tons of the Hot Mix Asphalt specified.

For Emergency Orders, the material must be available for pickup within two (2) to four (4) hours after verbal, faxed or written notification to the Contractor.

An order consists of:
Location (address)
Project # and fund chargeable information
First Truck arrival time (for delivery or pick up)
Last truck arrival time (for delivery or pick up)
Rate of delivery. Rate is defined as the uniform delivery / pick-up of material throughout the order time

Revisions / Modificatio
Mix/Commodity
Tonnage
Crew

The City reserves the right to modify orders regarding time, quantity, rate, material and location up to two (2) hours prior to the original scheduled pick-up or delivery time.

The intent of the order is to determine the magnitude of material to be used.

Repeated failures of the Contractor to fill orders within the requested timeframe may be used by the Department as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

12.5. SATURDAYS, SUNDAYS, HOLIDAYS PLANT OPERATIONS

As per the Detailed Specification ADDITIONAL CHARGE FOR OPENING PLANT ON SATURDAY, SUNDAY OR HOLIDAYS OR SCHEDULED NIGHT WORK The Contractor will be granted an additional charge for opening the plant on the designated Holidays or Saturdays, Sundays, and for scheduled night work, (between 7:00 p.m. and 6:00a.m.) as requested by the Commissioner provided the Contractor is not opening the plant and/or producing material for any other consumer or entity other than the City.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The City reserves the right to cancel the order two (2) hours prior to the scheduled pickup or delivery time. If the City cancels the order once the material is in transit or on site the City will pay for the material in accordance with Section 11.11 Material Acceptance.

12.6. BASIS OF PAYMENT AND UNIT OF MEASURE

The City will only pay for material ordered, used and received. The City will pay for material based on the upper limit of the order or material used.

The unit of measure for material is the unit shown on the Proposal Pages.

The Contractor must observe the local restrictions as they relate to weight and trucks. The City is not responsible for any fines associated with the trucking operation as it relates to local restrictions.

12.7. CREDIT

If the City should delay the Contractor's delivery trucks, the Contractor will be entitled to a credit based on the length of delay.

If the City delays the release of trucks from the Plant beyond the scheduled site delivery time / rate, the City will be liable and will pay to the Contractor for every fifteen (15) minutes interval of delay over the initial first hour, in the amount shown in the Credit to Contractor for Delay by the City schedule located below.

Upon arrival to the job site the driver will check in with the City. The City is defined as Resident Engineer or Foreman. If the City is not present at the time of truck arrival, the Contractor will electronically transmit to the City notification of arrival together with a GPS printout confirming same arrival.

For any truck dispatched to the project site, the City will release the truck from the site within one (1) hour of its arrival or scheduled arrival based on rate (whichever is later). Release is defined as the City's recorded time the truck leaves the City equipment (grinder, paver, etc.). If the City does not release the truck within one (1) hour, the City will be liable and will pay to the Contractor for every fifteen (15) minutes interval of delay, in the amount shown in the following schedule:

Credit to Contractor for
Delay by the City

Interval of Delay (over initial 1 hour)	Amount
01 to 15 min.	$50.00
16 min. to 30 min.	$75.00
31 min. to 45 min.	$100.00
46 min. and greater	$125.00 maximum

12.8. LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE OF THIS CONTRACT. Under this Contract, completion of orders for materials/services by the Contractor within the time specified at the locations indicated by the order from the User Department are critical and necessary to the accomplishment of the City's objectives in entering into this Contract with the Contractor. The Contractor understands and agrees that they must begin and prosecute each order for materials/services with due diligence so as to complete it within the time specified at the locations indicated by the order from the User Department.

Failure by the Contractor to complete the order for materials/services within the time specified at the locations indicated by the order from the User Department will result in incurrence by the City of additional costs including, but not limited to, the costs of labor, the costs of supervision, and the rental of equipment. Therefore if orders for materials/services are not fulfilled within the time specified at the location(s) indicated by the order from the User Department, the Contractor agrees to and will pay to the City, as liquidated and ascertained damages, the sum of two hundred and fifty dollars ($250) for material/services delivered sixteen (16) minutes beyond the time specified by the Using Department (order) and an additional two hundred and fifty dollars ($250) for each subsequent fifteen (15) minute intervals after the initial sixteen (16) minutes. If the Contractor is more than an hour late, the City reserves the right to cancel the truckload (order) and acquires the material by other means, at the City's discretion. A maximum penalty of one thousand ($1,000.00) dollars per truck delay/incident will be charge per truck/incident.

The User Department will deduct these liquidated damages from any monies due or to become due to the Contractor from the User Department on a monthly basis.

Repeated failures of the Contractor to complete orders within the time specified by the orders may be used by the User Department as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

This damages provision does not create a limitation on the City's right to recover damages from the Contractor for any other breach of this Contract.

12.9. MATERIAL TICKETS

All material tickets must be a minimum of four (4) part and must provide the following information:

1. Line item number & item description
2. Contract number
3. Plant location/address
4. Delivery truck number
5. Tonnage (Net, Gross, & Total Truck Weight)
6. Load number & running total tonnage delivered
7. For Hauling of material, City waste disposal permit number

All delivery tickets must be a minimum of four (4) part and must provide the following information:

1. Line item number & item description
2. Contract number
3. Plant location/address
4. Delivery truck number
5. Tonnage (Net, Gross, & Total Truck Weight)
6. Load number & running total tonnage delivered

Each day a summary of this information must be emailed in a pre-approved electronic format to the Department. The format will be provided by the Department upon award of this contract. Any plant or trucking difficulties leading to delays in truck loading will be documented on this summary sheet provided by the material supplier. Regardless of the nature of the delays, the Department will back-charge the material supplier for such delays as outlined in the Detailed Specification section 11.5 for Plant Operations and section 11.7 Material Delivery.

Two (2) tickets will be delivered. Tickets not received onsite (last loads/ trucks not returning to site) must be delivered to CDOT, Attention: William Cheaks at 1501 West Pershing Road, Chicago, IL 60609 the day after operations. Any requested tickets must be delivered to CDOT within forty-eight (48) hours at 1501 West Pershing Road, Chicago, IL 60609.

All delivery / material will be ticketed once (one ticket number). Material transferred to a new location will not be re-ticketed. Unused material will receive new tickets as outlined in section 11.10 Material Acceptance.

12.10. QUALITY CONTROL/QUALITY ASSURANCE

Description. Quality Control / Quality Assurance (QC/QA) of Hot Mix Asphalt Mixtures must be in accordance with Section 1030 of the SSRBC, 2007 edition, except as herein modified.

The Contractor will submit QC test results to the Department, or their representative, on a daily basis. The Contractor will make Quality Control testing charts available for review by Department on a daily basis. The charts will include all QC and QA testing done by all entities assigned to the material supply plant throughout the year. Any QA test results established by any outside agency or agency representative must be posted on control charts for the Department's review throughout the year.

Segregation that occurs at the source facility, up to and including truck loading, will be corrected by the Contractor to the satisfaction of the Engineer.

Density testing will not be a required activity of the producer for this Contract.

Each day a summary of this information must be emailed or sent via another pre-approved electronic format to the Department. The format will be provided by the Department upon award of this contract.

12.11. MATERIAL ACCEPTANCE

If the City does not completely use any material which was either picked up or delivered the Contractor must accept the unused material back at no additional charge to the City. All unused material sent back by the City in which the quality of the material meets the Contract Specifications will be paid for at the Contract Unit Price.

Upon delivery to the Contractor's plant facility, all material will be ticketed indicating material quantity received and the tickets must be delivered to the City as outlined in Section 11.7 Material Tickets The material will become property of the Contractor for his/her use in material production.

The Contractor's facilities must have all appropriate permits from the City of Chicago, Department of Environment, and the Illinois Environmental Protection Agency, to accept such material.

12.12. RECLAIMED ASPHALT PAVEMENT (RAP)

In Article 1030.02(g), delete the last sentence of the first paragraph in (Note 2). Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor will supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

1031.02 Stockpiles. The Contractor will construct individual, sealed RAP stockpiles meeting one (1) of the following definitions. No additional RAP will be added to the pile after the pile has been sealed. Stockpiles must be sufficiently separated to prevent intermingling at the base. Stockpiles must be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor will request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

Homogeneous. Homogeneous RAP stockpiles must consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent:
1) the same aggregate quality, but must be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles must consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP must be crushed aggregate and may represent more than one aggregate type and/or quality but will be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 5/8 RAP must be processed prior to testing by crushing to where all RAP must pass the 5/8 in. (16 mm) or smaller screen. Conglomerate 5/8 RAP stockpiles must not contain steel slag or other expansive material as determined by the Department.

Conglomerate 3/8. Conglomerate 3/8 RAP stockpiles must consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP must be crushed aggregate and may represent more than one (1) aggregate type and/or quality but must be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP must be processed prior to testing by crushing to where all RAP must pass the 3/8 in. (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles must not contain steel slag or other expansive material as determined by the Department. Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles must consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but must be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles must not contain steel slag or other expansive material as determined by the Department. Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above must be classified as "Non-Quality". RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt will stockpiled separately.

1031.03 Testing. When used in HMA, the RAP must be sampled and tested either during or after stockpiling. For testing during stockpiling, washed extraction samples must be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one (1) sample per 2000 tons (1800 metric tons) thereafter. A minimum of five (5) tests must be required for stockpiles less than 4000 tons (3600 metric tons).

For testing after stockpiling, the Contractor will submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either in-situ or by restockpiling. The sampling plan must meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample must be split to obtain two (2) samples of test sample size. One of the two (2) test samples from the final split must be labeled and stored for Department use. The Contractor must extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

(a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP must be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one (1) sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one (1) sample per 2000 tons (1800 metric tons) thereafter. A minimum of five (5) tests must be required for stockpiles less than 4000 tons (3600 metric tons).

(b) Evaluation of Test Results. All of the extraction results must be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm}. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
1 in. (25		± 5 %
1/2 in.	± 8 %	± 15 %
No. 4 (4.75	± 6 %	± 13 %
No. 8 (2.36	± 5 %	
No. 16		± 15 %
No. 30	± 5 %	
No. 200	± 2.0 %	± 4.0 %
Asphalt	± 0.4 % 1/	± 0.5 %
G_{mm}	± 0.02 % 2/	

1/ The tolerance for conglomerate 3/8 must be ± 0.3 %.
2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the ± 0.02 % tolerance, a new conglomerate 3/8 stockpile must be created which will also require an additional mix design.
If more than twenty percent (20%) of the individual sieves are out of the gradation tolerances, or if more than twenty percent (20%) of the asphalt binder content test results fall outside the appropriate tolerances, the RAP will not be used in HMA unless the RAP representing the falling tests is removed from the stockpile. All test data and acceptance ranges will be sent to the District for evaluation.

With the approval of the Engineer, the Ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

1031.04 Quality Designation of Aggregate in RAP. The quality of the RAP will be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.

RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class C quality coarse aggregate.

RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

1031.05 Use of RAP in HMA. The use of RAP in HMA must be as follows.
Coarse Aggregate Size. The coarse aggregate in all RAP must be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced. Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, must be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.

Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) must be either homogeneous or conglomerate 3/8, in which the coarse aggregate is Class B quality or better. Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening must be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.

Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) must be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.

The use of RAP must be a Contractor's option when constructing HMA in all contracts.
When the Contractor chooses the RAP option, the percentage of RAP must not exceed the amounts indicated in the table for a given N Design.

Max RAP Percentage

SUPERPAVE MIXTURES [1], [3]	MAXIMUM % RAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15 / 25 [2]	10 / 15 [2]	10
90	10	10	10
105	10	10	10

Note 1: For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP must not exceed 50% of the mixture.

Note 2: Value of Max % RAP if 3/8 RAP is utilized.

Note 3: When RAP exceeds twenty percent (20%), the high & low virgin asphalt binder grades must each be reduced by one (1) grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

1031.06 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements.

RAP designs must be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than twenty percent (20%) of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

1031.07 HMA Production. The coarse aggregate in all RAP used must be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, crushing unit, or comparable sizing device approved by the Engineer must be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device must be set at a size specified by the Engineer.

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor must cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 RAP, a positive dust control system must be utilized.
HMA plants utilizing RAP must be capable of automatically recording and printing the mixture proportions and asphalt binder content. The asphalt binder content as a percentage of the total mix must be printed as well as the individual percentages of virgin asphalt binder and residual asphalt binder from the RAP.

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders must be as follows.

Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 must not apply.
Gradation. One hundred percent (100%) of the RAP material must pass the 1 1/2 in. (37.5 mm) sieve. The RAP material must be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

12.13. TRUCK BED RELEASE AGENT

Description. This work must consist of providing a truck bed release agent in accordance with Article 1030.08 of the SSRBC.

12.14. WEIGHT CONTROL DEFICIENCY DEDUCTION

Description. This item must be in accordance with Article 109.01 of the SSRBC.

12.15. HOT MIX ASPHALT MIXTURE REQUIREMENTS

Description. Bituminous materials used in this contract must be in accordance with the detailed specifications provided herein, and the following mixture requirement table:

Mixture Requirement Table

ITEM	AC/PG	AIR VOIDS (%)	RAP % (MAX)
HOT-MIX ASPHALT BASE COURSE	PG 58-22*	4.0	50
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	PG 58-22*	4.0	25
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	PG 64-22	4.0	15/25***
POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90	SBS PG 70-22	4.0	0
HOT-MIX ASPHALT SURFACE COURSE, , IL-9.5L, MIX "C", N30 (LOW ESAL)	PG 58-22*	3.0	30
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, N30 (LOW ESAL)	PG 58-22*	3.0	50
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	PG 64-22	4.0	15
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	PG 64-22	4.0	10/15***
STONE MATRIX ASPHALT, BINDER COURSE	SBS PG 76-22	4.0	0
STONE MATRIX ASPHALT, SURFACE COURSE	SBS PG 76-28 or SBS PG 76-22	3.5	0
POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-4.75, N50	SBS PG 76-28 or SBS PG 76-22	4.0	10
POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, SUPERPAVE, MIX "E", N90	SBS PG 70-22**	4.0	10

HOT-MIX ASPHALT SHOULDERS	PG 58-22*	2.0	50

* If RAP % is greater than 25%, a PG 58-28 will be required. If RAP % is greater than 35%, a PG 58-28 or PG 52-28 will be required.
** If ADT count is greater than 60,000, an SBS PG 76-22 will be required.
*** Value of Max % RAP if 3/8 RAP is used.

The following will be required for all Hot-Mix Asphalt Mix Designs:

All Hot Mix Asphalt mixtures will be designed in accordance with IDOT District One Procedures. In 2005, District One QC/QA Bituminous Mix Specification for Superpave requires that the Contractor perform Bituminous Mixture Design. All mix designs must be redesigned every two (2) years with the exception of N90 or above mixtures and mixtures containing Slag or Steel Slag Aggregate. SMA and N30LC designs must also be designed annually. Bituminous mix design period must be between November 1 and October 31 of the design year, Substantial changes in mixture components may necessitate redesign of any mixture even if it is less than two (2) years old. All submittals must be a four-point design. See Appendix A-2 for Hot-Mix Asphalt Design Procedures.

An exception will be made for Crushed Concrete and Foundry Sand. Gravities must be run by the Producer for comparison with tests performed by the Commissioner.

Mix Design Verification - All designs and verifications must be submitted to the Commissioner's Quality Assurance materials laboratory for proper verification. Submittals must be in accordance with Appendix A-2.

ITEM NO. 1 PRIMERS, EMULSION (PICK-UP)
ITEM NO. 2 PRIMERS, EMULSION (DELIVERED)
ITEM NO. 3 PRIMERS, EMULSION, 5 GALLON BUCKET (DELIVERED)
ITEM NO. 4 PRIMERS, EMULSION, 55 GALLON DRUM (DELIVERED)
ITEM NO. 5 PRIMERS, POLYMER MODIFIED EMULSION (PICK-UP)
ITEM NO. 6 PRIMERS, POLYMER MODIFIED EMULSION (DELIVERED)

Description. This work must consist of furnishing bituminous materials in accordance with Section 1032.05 of the Standard Specifications and as herein modified.

Asphalt Primers
The Asphalt Cement used in the preparation of mixtures must comply with Article 1032.05 of the SSRBC. Asphalt Emulsion must be used on all local streets. The Asphalt Primers are SS-1, SS-1h, and RC 70 must comply with Article 1032.06 of the SSRBC.

Polymer Modified Emulsion Asphalt
The Polymer Modified Emulsion Asphalt used in the preparation of mixtures must comply with Article 1032.06 of the SSRBC except as modified herein. Polymer Modified Emulsion Asphalt must be used on all non-local streets. The Polymer Modified Emulsion Asphalt Primers are SS-1hp and CSS-1hP must comply with Article 1032.06 of the SSRBC.

ITEM NO. 7 HOT-MIX ASPHALT BASE COURSE (PICK-UP)
ITEM NO. 8 HOT-MIX ASPHALT BASE COURSE

Description. This work must consist of producing and furnishing (for pick-up or delivery) hot-mix asphalt base course in accordance with Sections 355.02 and 1030 of the SSRBC.
Bituminous mixture must be in accordance with the Mixture Requirement Table in Section 12.15 of the Detailed Specifications.

Reclaimed Asphalt Pavement (RAP) must be in accordance with Section 1031 of the SSRBC and Section 12.12 of the Detailed Specifications.

ITEM NO. 9 BINDER COURSE BITUMINOUS CONCRETE (SUPERPAVE) – IL-19.0L, N30 (LOW ESAL) (PICK-UP)

ITEM NO. 10 BINDER COURSE BITUMINOUS CONCRETE (SUPERPAVE0 – IL-19.0L, N30 (LOW ESAL) (DELIVERED)

ITEM NO.19 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5L, MIX "C", N30 (LOW ESAL) (PICK-UP)

ITEM NO. 20 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5L, MIX "C", N30 (LOW ESAL) (DELIVERED)

Description. This work must consist of producing and furnishing (for pick-up or delivery) Hot-Mix Asphalt Surface Course IL-9.5L with Ground Tire Rubber (GTR) AC and/or Hot-Mix Asphalt Surface Course IL-9.5L in accordance with Sections 406 and 1030 of the Standard Specifications except as modified herein.

Materials. Bituminous mixtures listed in this section, except those with GTR AC must be in accordance with the Mixture Requirement Table in Section 12.15 of the Detailed Specifications.

Reclaimed Asphalt Pavement (RAP) must be in accordance with Section 1031 of the SSRBC and Section 12.12 of the Detailed Specifications.

Ground-Tire Rubber (GTR) AC for IL-9.5L and IL-9.5LC surface mixes must be in accordance with the following:

The Asphalt Cement (Binder) must be a CDOT approved Ground-Tire Rubber (GTR) modified asphalt cement. The base asphalt cement must be PG 58-28, approved by IDOT.

At the start of the project, a sample of the GTR modified asphalt cement must be obtained at the plant and submitted to the City for verification of the asphalt grade.

Ground Tire Rubber (GTR). The GTR must be produced from processing automobile and/or truck tires by the ambient grinding method. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. The GTR must not exceed 2 mm (1/16 in.) in length and must contain no free metal particles. Detection of free metal particles must be determined by thoroughly passing a magnet through a 50 gram sample. Metal embedded in rubber particles will be permitted.

The GTR must be stored in a dry location protected from the rain. When the GTR is combined with the asphalt cement, the moisture content of the GTR must not cause foaming of the blend.

When tested in accordance with ASTM C-136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates, (Illinois-modified AASHTO T-27, Sieve Analysis of Fine and Coarse Aggregates) a 50 gram sample of the GTR must conform to the following gradation requirements:

Sieve Size	Percent Passing
2.36 mm (No. 8)	100
1.18 mm (No. 16)	98 ± 2
600 µm (No. 30)	95±5
300 µm (No. 50)	50 ± 10
150 µm (No. 100	10 ± 5
75 µm (No. 200)	2 ± 2

A mineral powder (such as talc) meeting AASHTO M17, Mineral Filler for Bituminous Paving Mixtures, requirements may be added, up to a maximum of 4% by weight of GTR particles, to reduce sticking and caking of the GTR particles.

GTR must have a specific gravity of 1.15 ± 0.05 when tested in accordance with ASTM D-1817, Standard Test Method for Rubber Chemicals-Density.

The GTR may be provided in bulk or in whole plastic containers. Plastic containers must be made from low density polyethylene having a melting point less than 115° C (240° F). The manufacturer must ship along with the GTR, certificates of compliance which certify that all requirements of this specification are complied with for each production lot number or shipment.

Extender Oils or Polymeric Aids. With approval of the Engineer, compatible extender oils and/or polymers may be added to the GTR or to the asphalt-rubber blend. The additional costs for the extender oils and/or polymer additions must be borne by the Contractor. The Contractor must provide material product information along with usage rates for approval.

Blending. The GTR must be blended with the asphalt cement, forming a consistent, homogeneous blend, prior to being added to aggregates. The Terminal Blend method, where the GTR is blended and reacted with the asphalt cement at the asphalt refinery, must be used. The minimum amount of GTR for asphalt-rubber blends must be as follows:

Base PG Grade	Minimum GTR
PG 58-28	15%

The GTR must be blended with the asphalt cement and reacted for a minimum of forty-five (45) minutes at a temperature of 163°C to 191°C (325°F to 375°F). The mixing temperature of the HMA mixture must be 149-177°C (300-350°F).

Hot Mix Plant. The type of plant used for the manufacture of GTR modified HMA may be either a batch or drier drum plant meeting the requirements of the Standard Specifications, with the following exceptions:

(a) Storage and Conveyance. Silo storage of GTR modified HMA must not exceed four (4) hours.

(b) Plant modification. Introduction of GTR into rubber modified asphalt mixtures may require additional plant modifications. The Engineer will have final approval of the plant.

(c) Plant Calibration. The asphalt plant must be calibrated and approved by The Illinois Department of Transportation Bureau of Materials and Physical Research or the City before production of the rubber modified asphalt mixture.

Terminal Processing and Storage.
(a) At the asphalt production facility for Terminal Processing, a separate agitated shipping storage tank must be required, with continuous mixing and recirculation of the asphalt-rubber blend to react the GTR with the asphalt cement. This tank shall be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 163°C to 191°C (325°F to 375°F) for a minimum of forty-five (45) minutes.

(b) Once the Terminal Processing of GTR and asphalt cement produces a homogeneous blend at the production facility, test samples must be obtained and submitted to the City for testing.

(c) Terminal Blended GTR modified asphalt may be stored at the production facility for up to thirty (30) days at 149°C to 177°C (300°F to 350°F) with continuous mixing.

(d) A dedicated storage tank for "terminal blended GTR" must be required at the hot mix plant. This tank must be capable of providing continuous mixing and/or recirculation of the asphalt-rubber blend. This tank must be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 150°C to 177°C (300°F to 350°F) for a maximum of 3 days.

ITEM NO. 11 BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) – IL-19.0LC, N30 (LOW ESAL) (PICK-UP)

ITEM NO. 12 BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) – IL-19.0LC, N30 (LOW ESAL) (DELIVERED)

ITEM NO. 21 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, MIX "C", N30 (LOW ESAL) (PICK-UP)

ITEM NO. 22 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5LC, MIX "C", N30 (LOW ESAL) (DELIVERED)

Description. This work must consist of producing and furnishing (for pick-up or delivery) Hot-Mix Asphalt Surface Course IL-9.5LC with GTR and/or Hot-Mix Asphalt Surface Course IL-9.5LC in accordance with Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials.

(a) Coarse Aggregate. Coarse Aggregate for the IL-19.0LC must meet the requirements of a Hot-Mix Asphalt Binder Course and the gradation specified below. For the IL-9.5LC mixture, the Coarse Aggregate must meet the requirements of a Hot-Mix Asphalt surface course except that gravel and Class C Quality, or better, aggregate may be used.
Recycled Concrete utilized will meet the following requirements:

Recycled Concrete must be produced meeting the requirements of the Aggregate Gradation Control System (AGCS) as referenced in Appendix A-1 except as modified herein:

Gradation will be CM13, CM16, and CM11.

Commissioner will certify source of Recycled Concrete. In addition, the Commissioner will assume the responsibilities of IDOT.

Commissioner will perform all Quality Testing. Quality Tests will be outlined in 1004.01 (b) of the Standard Specifications.

Recycled Concrete will be allowed up to fifty percent (50%) of the total Coarse Aggregate in the mixture by volume. The RAP content will not be used when determining the maximum allowable.

Fine Aggregate. Material used will meet the requirements of Article1003.03
of the Standard Specifications for Hot-Mix Asphalt mixtures except as herein modified.

If Foundry Sand is utilized it must meet the following requirements:

Foundry Sand must be produced in accordance with the requirements of the Aggregate Gradation Control System (AGCS) as referenced in Appendix A-1 and Section 1003 of the Standard Specifications except as modified herein:

Gradation must be FM02, FM20, FM21.
Quality must be C or better.
Commissioner will perform all quality testing. Quality Tests will be outlined in 1003.01 of the Standard Specifications.

2. Recycled Concrete must meet the following requirements:

Recycled Concrete must be produced in accordance with the requirements of the Aggregate Gradation Control System (AGCS) as referenced in Appendix A-1 except as modified herein:

Gradation will be FM02, FM20, FM21 and CM13.
Quality will be C or better.
Commissioner will certify source of Recycled Concrete. In addition, the Commissioner will assume the responsibilities of IDOT.
Commissioner will perform all Quality Testing. Quality Tests will be outlined in 1003.01 of the Standard Specifications.

Reclaimed Asphalt Pavement (RAP). RAP shall be in accordance with Section 1031 of the SSRBC and Section 11.12 of the Detailed Specifications.

Bituminous Material. Bituminous mixture shall be in accordance with the Mixture Requirement Table in Section 11.15 of the Detailed Specifications.

(e) Ground-Tire Rubber (GTR) AC Requirements for IL-9.5L and IL-9.5LC surface mixes

The Asphalt Cement (Binder) must be a CDOT approved Ground-Tire Rubber (GTR) modified asphalt cement. The base asphalt cement must be PG 58-28, approved by IDOT.

At the start of the project, a sample of the GTR modified asphalt cement will be obtained at the plant and submitted to the City for verification of the asphalt grade.

Ground Tire Rubber (GTR). The GTR must be produced from processing automobile and/or truck tires by the ambient grinding method. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. The GTR must not exceed two (2) mm (1/16 in.) in length and must contain no free metal particles. Detection of free metal particles must be determined by thoroughly passing a magnet through a fifty (50) gram sample. Metal embedded in rubber particles will be permitted.

The GTR must be stored in a dry location protected from the rain. When the GTR is combined with the asphalt cement, the moisture content of the GTR must not cause foaming of the blend.

When tested in accordance with ASTM C-136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates, (Illinois-modified AASHTO T-27, Sieve Analysis of Fine and Coarse Aggregates) a fifty (50) gram sample of the GTR must conform to the following gradation requirements:

Sieve Size	Percent Passing
2.36 mm (No. 8)	100
1.18 mm (No. 16)	98 ± 2
600 µm (No. 30)	95±5
300 µm (No. 50)	50 ± 10
150 µm (No. 100	10 ± 5
75 µm (No. 200)	2 ± 2

A mineral powder (such as talc) meeting AASHTO M17, Mineral Filler for Bituminous Paving Mixtures, requirements may be added, up to a maximum of four percent (4%) by weight of GTR particles, to reduce sticking and caking of the GTR particles.

GTR will have a specific gravity of 1.15 ± 0.05 when tested in accordance with ASTM D-1817, Standard Test Method for Rubber Chemicals-Density.

The GTR may be provided in bulk or in whole plastic containers. Plastic containers will be made from low density polyethylene having a melting point less than 115° C (240° F). The manufacturer will ship along with the GTR, certificates of compliance which certify that all requirements of this specification are complied with for each production lot number or shipment.

Extender Oils or Polymeric Aids. With approval of the Engineer, compatible extender oils and/or polymers may be added to the GTR or to the asphalt-rubber blend. The additional costs for the extender oils and/or polymer additions will be borne by the Contractor. The Contractor must provide material product information along with usage rates for approval.

Blending. The GTR must be blended with the asphalt cement, forming a consistent, homogeneous blend, prior to being added to aggregates. The Terminal Blend method, where the GTR is blended and reacted with the asphalt cement at the asphalt refinery, must be used. The minimum amount of GTR for asphalt-rubber blends must be as follows:

Base PG Grade	Minimum GTR
PG 58-28	15%

The GTR must be blended with the asphalt cement and reacted for a minimum of forty-five (45) minutes at a temperature of 163°C to 191°C (325°F to 375°F). The mixing temperature of the HMA mixture must be 149-177°C (300-350°F).

Hot Mix Plant. The type of plant used for the manufacture of GTR modified HMA may be either a batch or drier drum plant meeting the requirements of the Standard Specifications, with the following exceptions:

(a) Storage and Conveyance. Silo storage of GTR modified HMA must not exceed four (4) hours.

(b) Plant modification. Introduction of GTR into rubber modified asphalt mixtures may require additional plant modifications. The Engineer will have final approval of the plant.

(c) Plant Calibration. The asphalt plant must be calibrated and approved by The Illinois Department of Transportation Bureau of Materials and Physical Research or the City before production of the rubber modified asphalt mixture.

Terminal Processing and Storage.
(a) At the asphalt production facility for Terminal Processing, a separate agitated shipping storage tank must be required, with continuous mixing and recirculation of the asphalt-rubber blend to react the GTR with the asphalt cement. This tank must be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 163°C to 191°C (325°F to 375°F) for a minimum of forty-five (45) minutes.

(b) Once the Terminal Processing of GTR and asphalt cement produces a homogeneous blend at the production facility, test samples must be obtained and submitted to the City for testing.

(c) Terminal Blended GTR modified asphalt may be stored at the production facility for up to thirty (30) days at 149°C to 177°C (300°F to 350°F) with continuous mixing.

(d) A dedicated storage tank for "terminal blended GTR" must be required at the hot mix plant. This tank must be capable of providing continuous mixing and/or recirculation of the asphalt-rubber blend. This tank must be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 150°C to 177°C (300°F to 350°F) for a maximum of three (3) days.

The mixture design requirements for IL 9.5LC must be in accordance with IL 9.5L and IL 19.0L

ITEM NO. 13 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 (PICK-UP)

ITEM NO. 14 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 (DELIVERED)

ITEM NO. 15 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70 (PICK-UP)

ITEM NO.16 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70 (DELIVERED)

ITEM NO.17 POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90 (PICK-UP)

ITEM NO.18 POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90 (DELIVERED)

ITEM NO. 23 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (PICK-UP)

ITEM NO. 24 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (DELIVERED)

ITEM NO.25 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70 (PICK-UP)
ITEM NO.26 HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70 (DELIVERED)

ITEM NO. 33 POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "E", N90 (PICK-UP)

ITEM NO. 34 POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "E", N90 (DELIVERED)

Description. This work must consist of producing and furnishing (for pick-up or delivery) Hot-Mix Asphalt surface and binder mixtures using Illinois Modified Strategic Highway Research Program (SHRP) Superpave criteria. This work must be in accordance with Sections 406, 407 and 1030 of the Standard Specifications. Bituminous mixture must be in accordance with the Mixture Requirement Table in Section 12.15 of the Detailed Specifications.

Reclaimed Asphalt Pavement (RAP) must be in accordance with Section 1031 of the SSRBC and Section 12.12 of the Detailed Specifications.

ITEM NO. 27 STONE MATRIX ASPHALT, BINDER COURSE (PICK-UP)
ITEM NO.28 STONE MATRIX ASPHALT, BINDER COURSE (DELIVERED)

ITEM NO. 29 STONE MATRIX ASPHALT, SURFACE COURSE (PICK-UP)

ITEM NO. 30 STONE MATRIX ASPHALT, SURFACE COURSE (DELIVERED)

Description. This work must consist of producing and furnishing (for pick-up or delivery) polymer/mineral fiber large (19-mm) Stone Matrix Asphalt (SMA) surface course and binder course. This work must be in accordance with the applicable portions of Section 406 of the Standard Specifications except as modified herein.

Materials.
(a) Aggregates.

(1) Coarse Aggregate. No individual coarse aggregate gradation is specified. The coarse aggregate gradation(s) used must be capable of being combined with FA 20 stone sand and mineral filler to meet the approved mix design and the mix requirements noted herein.

For surface course, coarse aggregate must be Class B Quality crushed steel slag. Trap rock will be allowed and must be in accordance with the applicable Articles of the requirements of the Commissioner.

For binder course, coarse aggregate must be Class B Quality crushed stone (dolomite only) or crushed sandstone. Trap rock will be allowed and must be in accordance with the applicable Articles of the requirements of the Commissioner.

The coarse crushed stone, crushed steel slag,crushed sandstone aggregate, and trap rock for both courses must meet the following additional requirement:

Water Absorption — 2.5 % maximum

(2) Fine Aggregate. Fine aggregate must be Class B Quality stone sand meeting gradation FA 20.

(3) Mineral Filler. Mineral filler must be commercially manufactured mineral filler meeting Article 1011.01 of the Standard Specifications with the following additional requirement:

Additional minus 75-µm (minus No. 200) material required by the mix design must be mineral filler.

(b) Fiber Additive. A fiber additive must be included in the SMA mixture. Typical ranges of dosage rates are shown but the actual dosage rate will be determined by the Engineer.

A stabilizer such as cellulose fiber or Mineral fibers must be added to the mixture. The dosage rate for cellulose must be approximately 0.4% by total mixtures mass and sufficient to prevent draindown. Cellulose used in SMA mixtures must conform to the properties outlined in Table 1. For mineral fiber, the dosage rate must be approximately 0.5% by total mixture mass and sufficient to prevent draindown. Mineral fibers used in SMA mixtures must conform to the properties outlined in Table 2.

Table 1. Cellulose Fiber Quality Requirements

Property	Requirement
Sieve Analysis Method A – Alpine Sieve[1/] Analysis Fiber Length Passing 0.015 mm (No. 100) sieve	6mm (025 in.) maximum 70 ± 10%
Method B – Mesh Screen[2/] Analysis Fiber Length Passing 850 µm (no. 20) sieve 425 µm (no. 40) sieve 106 µm (no: 140) sieve Ash Content[3/] PH[4/] Oil Absoption[5/] Moisture Content[6/]	6mm (0.25 in) maximum 85 ± 10% 65 ± 10% 30 ± 10% 18 ± 5% NON VOLATILES 7.5 + 1.0 5.0 ± 1.0 (Times fiber mass) Less than 5% (by mass)

1/ Method A – Alpine Sieve Analysis. This test is performed using an Alpine Air Jet Sieve (Type 200 LS). A representative five (5) gram sample of fiber is sieved for fourteen (14) minutes at a controlled vacuum of 75 kPa (11 psi) of water. The portion remaining on the screen is weighed.
2/ Method B – Mesh Screen Analysis. This test is performed using Standard 8500, 425-, 250-, 180-, 150-, and 106- µm sieves, nylon brushed and a shaker. A representative 10-gram sample of fiber is sieved, using a

shaker and two nylon brushes on each screen. The amount retained in each sieve is weighed and the percentage passing calculated. Repeatability of this method is suspect and needs to be verified.

3/ Ash Content. A representative 2- to 3-gram sample of fiber is placed in a tared crucible and heated between 595 °C and 650 °C (1100 and 1200 °F) for not less than two (2) hours. The crucible and ash are cooled in a desiccator and weighed.

4/ Ph Test. Five (5) grams of fiber is added to 100 Ml of distilled water, stirred and let sit for thirty (30) minutes. The Ph is determined with a probe calibrated with Ph 7.0 buffer.

5/ Oil Absorption Test. Five grams of fiber is accurately weighed and suspended in an excess of mineral spirits for not less than five (5) minutes to ensure total saturation. It is then placed in a screen mesh strainer (approximately 0.5 mm^2 opening size) and shaken on a wrist action shaker for ten (10) minutes [approximately 32mm (1 ¼ in.) motion at 240 shakes per minute]. The shaken mass is then transferred without touching to a tared container and weighed. Results are reported as the amount (number or times its own weight) the fibers are able to absorb.

6/ Moisture content. Ten (10) grams of fiber is weighed and placed in a 121 °C (250 °F) forced air oven for two (2) hours. The sample is then reweighed immediately upon removal from the oven.

Table 2. Mineral Fiber Quality Requirements

Property	Requirements
Sieve Analysis	
Fiber Length [1/]	6 mm (0.25 in.) Maximum mean test value
Thickness[2/]	0.005 mm (0.0002 in) Maximum mean test value
Shot Content[3/]	
Passing 50 µm (no. 230) Sieve	70 ± 10%

1/ The fiber length is determined according to the Bauer McNett Fractionation.

2/ The fiber diameter is determined by measuring at least 200 fibers in a phase contrast microscope.

3/ Shot content is a measure of non-fibrous material. The shot content is determined on vibration sieves. Two sieves, 250-µm and 63-µm, are typically utilized.

Prior to approval and use of the mineral fiber, the Contractor will submit a notarized certification by the producer of these materials, stating they meet these requirements.

(c) Reclaimed Asphalt Pavement (RAP). RAP will not be permitted.

(d) Modified Performance Graded (PG) Asphalt Cement. The asphalt cement must meet the requirements of AASHTO MP 1 "Standard Specification for Performance Graded Asphalt Binder" For polymer modified PG76-28 or PG76-22. Elastomers must be added to the base asphalt cement to achieve the specified performance grade and must be either a styrene butadiene copolymer (SBS) or a styrene butadiene rubber (SBR). Air blown asphalts and other modifiers will not be allowed.

Modified PG asphalt cements must be supplied from a certified asphalt refinery or terminal and will be accepted according to the latest revision of the Bureau of Materials and Physical Research Policy Memorandum, "Performance Graded Asphalt Binder Acceptance Procedure". Asphalt cement must be smooth, homogeneous, and comply with the requirements given in Table 3 or 4.

TABLE 3
Requirements for Styrene-Butadiene Copolymer (SBS) Modified Asphalt Cements

Test	Asphalt Grade SBS PG76-28 or SBS PG76-22
Separation of Polymer[1/] 163 °(325 °F.), 48 hours, difference in R & B from top to bottom sample, °C (°F.), maximum	2 (4)
Force Ratio[2/] (f_2/f_1), 4 °C (39.2 °F.), 50 mm/min., 300 mm elongation, minimum	0.35
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST	

Test	Asphalt Grade SBS PG76-28 or SBS PG76-22
Elastic Recovery[3], 25 °C (77 °F.), 100 mm elongation, % minimum	70

TABLE 4
Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Cements

Test	Asphalt Grade SBR PG76-28 or SBR PG76-22
Separation of Polymer[1], 163 °C (325 °F.), 48 hours, difference in R & B from top to bottom sample, °C (°F.), maximum	2 (4)
Toughness[4], 25 °C (77 °F.), 500 mm/min (20 inches/min), Newton-meters (inch-pounds), minimum	12.5 (110)
Tenacity[4], 25 °C (77 °F.), 500 mm/min (20 inches/min), Newton-meters (inch-pounds)	8.5 (75)
tests on residue from rolling thin film oven test	
Elastic Recovery[3], 25 °C (77 °F.), 500 mm/min (20 inches/min), 100 mm elongation, %, minimum	50

The separation of polymer from asphalt shall be evaluated as follows:

Carefully heat the sample, avoiding localized overheating, until sufficiently fluid to pour.

Strain the melted sample through a 300 µm (No. 50) sieve and stir thoroughly.

Pour 50.0 grams of sample into a thin-wall aluminum tube having approximate dimensions of 25 mm (1 inch) diameter by 140 mm (5 ½" inches) length. Fold the excess tube over two times and crimp to seal.

Place the sealed tube vertically in a 163 ± 6 °C (325 ± 10 °F.) oven. Allow the tube to stand, undisturbed, in the oven for a period of 48 ± one (1) hours. At the end of the heating period, immediately place the tube in a freezer at -7 ± 6 °C (20 ± 10 °F.), keeping the tube in a vertical position at all times. Leave the tube in the freezer for a minimum of four (4) hours to completely solidify the sample.

Upon removing the tube from the freezer, place on a hard flat surface and cut the tube into three (3) equal length portions with a sharp spatula and hammer. Place the top and bottom portions into separate marked beakers and heat in a 163 ± 6 °C (325 ± 10 °F.) oven until sufficiently fluid.

Remove the pieces of aluminum tube, stir thoroughly, and pour the top and bottom samples into marked softening point rings. Determine the softening point of the top and bottom portions of the sample simultaneously according to AASHTO T 53.

The force ratio is defined as the force at 300 mm elongation (f_2) divided by the maximum force at the initial peak (f_1) and will be determined according to ASTM P 226 Method A.

The elastic recovery shall be performed according to AASHTO T 51 with the following modifications:

The standard v-shaped sides for the specimen mold shall be replaced by straight-sided inserts of the same length so the specimen will contain a section 10 mm x 30 mm.

The sample must be elongated to 100 mm and then immediately cut approximately in half with scissors.

After one (1) hour in the bath, the ends of the cut sample must be brought together to just touch and the length of the recovered sample measured and recorded as A. The percent elastic recovery (R) must be calculated as follows:

R= 100 - A

Toughness and tenacity shall be determined according to ASTM D 5801.

Plant Requirements.

(a) Asphalt Cement. The polymer modified asphalt cement must be shipped, maintained and stored at the mix plant according to the manufacturer's requirements. Polymer asphalt cement must be placed in an empty tank and not blended with other asphalt cements.

(b) Mineral Filler System. The mineral filler system will accurately proportion the large amounts of mineral filler required for the mixture. Alteration or adjustment of the current system may be required.

(c) Mineral Fiber Additive. Adequate dry storage must be provided for the fiber additive. A separate feed system must be provided to proportion the fiber into the mixture uniformly and in desired quantities. The feed system must be interlocked with the aggregate feed or weigh system to maintain the correct proportions for all rates of production and batch sizes. The proportion of fibers must be controlled accurately to within ± 10% of the amount of fibers required. Flow indicators or sensing devices for the fiber system must be provided and interlocked with plant controls so mix production shall be interrupted if fiber introduction fails.

(1) Batch Plant. Loose fiber must be pneumatically added through a separate inlet directly into the weigh hopper above the pugmill. The addition of fiber must be timed to occur during the hot aggregate charging of the hopper. Adequate mixing time will be required to ensure proper blending of the aggregate and fiber additive. Both the wet and dry mixing times shall each be increased a minimum of five (5) seconds. The actual mixing time increase must be determined by the Engineer based on individual plant characteristics. The batch size must not exceed seventy-five percent (75%) of pugmill size as rated by the Department.

(2) Drum Mix Plant. Loose fiber must be introduced using specialized equipment which mixes asphalt cement with the loose fiber at the time of introduction into the drum mixer. This equipment must be approved by the Engineer. Care will be taken to ensure the loose fiber does not become entrained in the exhaust system of the drier or plant.

(3) Fiber Supply System: When fiber stabilizing additives are required as an ingredient of the mixture, a separate feed system will be utilized to accurately proportion by weight the required quantity into the mixture in such a manner that uniform distribution will be obtained. The fiber system will be interlocked with the aggregate feed or weigh system so as to maintain the correct proportions for all rates of production and batch sizes. The proportion of fibers must be controlled accurately to within plus or minus ten percent (10%) of the amount of fibers required and the fiber system will automatically adjust the feed rate to maintain the material within this tolerance at all times. The fiber system will provide in-process monitoring consisting of either a digital display or output or a printout of feed rate, in pounds per minute to verify feed rate. Flow indicators or sensing devices for the fiber system must be provided and interlocked with plant controls so that mixture production will be interrupted if introduction of the fiber fails, or if the output rate is not within the tolerances given above.

When a batch type plant is used, the fiber must be added to the aggregate in the weigh hopper or as approved and directed by the Engineer. The fibers are to be uniformly distributed prior to the injection of asphalt cement into the mixes.

When a continuous or drier-drum type plant is used, the fiber must be added to the aggregate and uniformly dispersed prior to the injection of asphalt cement. The fiber must be added in such a manner that it will not become entrained in the exhaust system of the drier or plant.

(d) Hot-mix Storage. The mixture will not be stored more than four hours without the approval of the Engineer. The engineer will assess the draindown of the mix in making this determination.

Mix Design.

The Contractor will provide mix designs for each type of required mixture. Mix designs will be developed by Level III personnel who has successfully completed the course, "Superpave Mix Design Upgrade". The mixtures must be performed and documented according to the respective Illinois-Modified AASHTO reference listed below:

AASHTO MP 2 Standard Specification for Superpave Volumetric Mix Design

AASHTO PP 2 Standard Practice for Short and Long Term Aging of Hot Mix Asphalt

AASHTO PP 19 Standard Practice for Volumetric Analysis of Compacted Hot Mix Asphalt (HMA)

AASHTO PP 28 Standard Practice for Designing Superpave (HMA)

AASHTO TP 4 Method of Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the SHRP Gyratory Compactor

AASHTO T 308 Method for determining the Asphalt Cement Content of Hot Mix Asphalt (HMA) by Ignition Method

AASHTO T 305 Method for determining draindown from the loose mixture

The draindown must be determined at the JMF AC content at the mixing temperature plus 30 °F

The mix design must be developed, performed and tested by a laboratory approved by the Department.

Each specific SMA mixture design will be submitted to and verified by IDOT as detailed in IDOT's current "Bituminous Mixture Design Verification Procedure". The Contractor must submit samples of all appropriate materials to the Department at least four weeks prior to production for mixture design verification.

The polymer asphalt supplier must provide the Contractor with the temperature viscosity curves.

The Contractor must supply the average gradation and the gradation ranges (including the Master Band on the critical sieve, if required) for each aggregate designated for use in the mixture. This information will be used to judge whether the aggregates are compatible to produce an acceptable mix.

The mix design must meet the following Gyratory Design (80-Gyration) parameters:

	Binder Course	Surface Course
Design Air Voids	3.5% @ 80 Gyrations	3.5% @ 80 Gyrations
VFA	72-82	72-82
VMA	16 minimum	17 minimum
Draindown (%)	0.3 maximum	0.3 maximum

*NCAT Asphalt Draindown Test (AASHTO Draft 1996)

The surface and binder mixture gradation must be according to the requirements in Table 5 for the mixture specified on the plans.

Table 5
Stone Matrix Asphalt Gradation

Mixture Gradation Target Value Range Sieve	Percent Passing
19.0 mm (3/4")	100
12.5 mm (1/2")	82 – 100

9.5 mm (3/8")	65 max
4.75 mm (No. 4)	20 – 30
2.36 mm (No. 8)	16 – 24
600 µm (No. 30)	12 – 16
300 µm (No. 50)	10 – 15
75 µm (No. 200)	8 – 12

Hauling.
The Contractor must provide a release agent in accordance with the Detailed Specification Section 12.13 for "Truck Bed Release Agent" that minimizes sticking to equipment and is acceptable to the Engineer. The Contractor must furnish a laborer to ensure that all truck beds are clean and no excess release agent is used prior to being loaded. All trucks must be insulated and tarped when hauling the mixture to the paver.

Mix Production.
The mixtures will be produced at a temperature range recommended by the polymer asphalt supplier and approved by the Engineer to allow adequate compaction. The actual production temperature will be selected from the range by the Engineer based on individual plant characteristics and modifier used in the mixtures.

A manufacturer's representative from the polymer asphalt cement producer must be present to during each polymer mixture start-up and will be available at all times during production. A manufacturer's representative for the supplier/manufacture of the fibers and the equipment to introduce fibers into the mixture must be present for calibration and first day of production.

ITEM NO. 31 POLYMERIZED HOT-MIX ASPHALT MIXTURE, IL-4.75, N50 (PICK-UP)

ITEM NO. 32 POLYMERIZED HOT-MIX ASPHALT MIXTURE, IL-4.75, N50 (DELIVERED)

Description. This work will consist of producing and furnishing (for pick-up or delivery) a hot-mix asphalt surface course or leveling binder with a IL-4.75 mixture. Work will be according to Sections 406 and 1030 of the Standard Specifications except as modified herein.
Materials.
Revise the first paragraph of Article 1003.03(c) of the Standard Specifications to read:
" (c) Gradation. The fine aggregate gradation for High ESAL, Low ESAL, and All Other HMA will be FA 1, FA 2, FA 20, or FA 21.
Revise the third sentence of Note 2 of Article 1030.02 of the Standard Specifications to read:
" The maximum percentage of RAP in any mixtures containing a polymer modified asphalt binder will be ten percent (10%)."
Revise the second sentence of Note 3 of Article 1030.02 of the Standard Specifications to read:
" For mixtures with an Ndesign > 90 and for mixture IL-4.75, at least 50 percent of the required fine aggregate fraction will consist of either stone sand, slag sand, or steel slag meeting the FA/FM 20 gradation."
Add the following note after Table 1 and after Table 2 of Article 1032.05(b) of the Standard Specifications:
" Note. When SBS/SBR PG76-22 or SBS/SBR PG76-28 are specified for mixture IL-4.75, the elastic recovery must be a minimum of eighty (80)."
Equipment.
Add the following paragraph after the second paragraph of Article 1102.01 (a)(6) of the Standard Specifications:
" IL-4.75 mixtures which contain aggregate having absorptions greater than or equal to 2.5 percent, or which contain steel slag sand, must have a minimum silo storage plus haul time of 1.5 hours."
Add the following to Article 1102.01 (a) of the Standard Specifications:

" (13) For mixture IL-4.75, mineral filler and collected dust (baghouse) must be proportioned according to the following.
a. Mineral filler must not be stored in the same silo as collected dust (baghouse).
b. Additional minus two hundred (200) material needed to meet the JMF may be entirely manufactured mineral filler.
c. Collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following.

Sufficient collected dust (baghouse) is available for production of the IL-4.75 mixture for the entire project.
A mix design was prepared based on collected dust (baghouse).
d. A combination of collected dust (baghouse) and manufactured mineral filler may be used according to the following,
The amount (proportion) of each must be established and not varied.
A mix design was prepared based on the established proportions."
Mixture Design.
Add the following to the list of Illinois Modified AASHTO references in Article 1030.04 of the Standard Specifications:
"AASHTO T 305 Standard Method of Test for Determination of Draindown Characteristics in Uncompacted Asphalt Mixtures"
Add the following to Article 1030.04(a) of the Standard Specifications:
" (4) IL-4.75 Mixture. The Job Mix Formula (JMF) will fall within the following limits.

IL-4.75, MIXTURE COMPOSITION	
Sieve	Percent Passing
1/2 in. (12.5	100
3/8 in. (9.5	100
No. 4 (4.75	90-100
No. 8 (2.36	70-90
No. 16 (1.18	50-65
No. 30 (600	35-55
No. 50 (300	15-30
No. 100 (150	10-18
No. 200 (75	7-9
AB Content	7% to 9%"

Add the following to Article 1030.04(b) of the Standard Specifications: " (4) IL-4.75 Mixture.

VOLUMETRIC REQUIREMENTS IL-4.75	
Volumetric Parameter	Requirement
Design Air Voids	4.0 % at
Voids in the Mineral Aggregate	18.5 %
Voids Filled with Asphalt (VFA)	82-92 %
Dust/AC Ratio	1.0
Maximum Draindown	0.3%"

Control Limits.
Add the following to the tables in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS		
Parameter	IL-4.75 Individual Test	IL-4.75 Moving Ave. of 4
% Passing: [1/]		
1/2 in. (12.5 mm)		
No. 4 (4.75 mm)		

No. 8 (2.36 mm)		
No. 16 (1.18 mm)	± 4 %	± 3 %
No. 30 (600 um)		
Total Dust Content No. 200 (75 um)	± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %
Voids	± 1.2 %	± 1.0 %

ITEM NO. 35 HOT-MIX ASPHALT SHOULDERS (PICK-UP)

ITEM NO. 36 HOT-MIX ASPHALT SHOULDERS (DELIVERED)

Description. This work will consist of producing and furnishing (for pick-up or delivery) Hot-Mix Asphalt Shoulders in accordance with Articles 482.02 and Section 1030 of the Standard Specifications,.
Bituminous mixture must be in accordance with the Mixture Requirement Table in Section 12.15 of the Detailed Specifications.
Reclaimed Asphalt Pavement (RAP) must be in accordance with Section 1031 of the SSRBC and Section 12.12 of the Detailed Specifications.

ITEM NO. 37 HIGH PERFORMANCE COLD PATCH ASPHALT (PICK-UP)

ITEM NO. 38 HIGH PERFORMANCE COLD PATCH ASPHALT (PICK-UP 10 TON MINIMUM)

ITEM NO. 39 HIGH HIGH PERFORMANCE COLD PATCH ASPHALT (DELIVERED)

General Description. This work must consist of producing high performance cold patch material as described herein. All materials, inspection and testing requirements apply to all approved suppliers of this product in addition to the proprietary information provided by each manufacturer

Materials. The aggregate supplier must provide documentation that the material supplied meets the requirements set forth by the high performance cold patch asphalt supplier. This information must be supplied prior to production. The following physical test data is required[1]:

Soundness Loss (Sodium 5 cycles)	ASTM C 88
Los Angeles Abrasion Loss	ASTM C 131
Specific Gravity/Absorption	ASTM C 127 & 128
Minus 200 Sieve Wash Loss	ASTM C 117

[1] All test results must be provided by an AMRL Accredited Laboratory.

A total of five (5) washed aggregate gradations must be performed prior to each day of production. All five samples must meet the specification requirements of the design provided by the supplier. If any single test does not meet the requirements, a resample must be taken and production cannot begin until all five of the samples meet the specifications.

All sampling must be performed by a certified technician with a minimum of a 3-Day Aggregate Certification by the Illinois Department of Transportation (IDOT). All sampling must be in accordance with the IDOT guidelines set forth under the Aggregate Gradation Control System (AGCS).

Inspection. The producer must notify the City a minimum of 24 hours prior to production of the material to allow for a City representative to be present. A technical representative from the liquid blend supplier must be present at the time of production to assure quality of the mix. This representative must provide documentation stating that all required testing was performed, daily tonnage, his/her name and contact information, and verification the mixture meets the design criteria. This supervision will be provided at the expense of the liquid supplier.

The producer must supply data logger information to the City and to the technical representative of the liquid supplier. The data logger must be in compliance with the Illinois Department of Transportation Section 1102.01 of the Standard Specifications for Road and Bridge Construction.

A sample of the high performance cold patch asphalt must be obtained at the start of each day's production for up to 250 tons of material. An additional sample must be obtained for each 250 tons produced thereafter within a single day.

Sampling must be performed as directed in the Illinois Department of Transportation's "Bituminous Concrete QC/QA Initial Daily Plant and Random Samples." Sampling must be performed by an IDOT certified HMA Level II technician. The producer must split all required samples per the Engineer's instructions. These split samples must be retained by the producer for assurance testing by the City's independent quality assurance agency and be disposed of only with the permission of the City. The split samples must be stored in a sealed plastic bag in a temperature controlled environment. The following information will be provided on the bag: Date, Producer Supplier No., and proprietary name of cold patch material used.

Extraction of Bituminous Material and Washed Gradation must be performed on each sample obtained in accordance with ASTM D 2172. The results of this testing cannot be outside the parameters set by the supplier in the mix design for the high performance cold patch asphalt material that is being used by the producer.

Acceptance by the Engineer. Final acceptance will be based on the following:

a) Validation of the producer's quality control by the assurance process.
b) The producer's process and actions.
c) Department assurance tests for extraction and gradation.

The high performance cold patch material must be one of the following:

Optimix 4. QPR-2000
Sylcrete 5. EZ Street
UPM 6. SMP
Suppliers. The following companies are approved to provide high performance cold patch materials for this contract.

Optimix Inc. Quality Pavement Repair (QPR)
555 Broadhollow Road 12735 Morris Road Extension
Melvill, NY 11747 Alpharetta, GA 30004
516-293-6300 800-388-4338

Sylcrete Corporation The EZ Street Company
P.O. Box 413 4649 Ponce de Leon Boulevard, Suite 400
South Salem, NY 10590 Miami, FL 33146
800-522-1123 800-734-1476

Unique Paving Material (UPM) Seneca Petroleum (SMP)
3993 E. 93rd Street 13301 South Cicero Avenue
Cleveland, OH 44105 Crestwood, IL 60445
708-396-1100

Optimix, Sylcrete, UPM, QPR-2000, EZ Street Material

Description. The patching material must be composed of a mineral aggregate, plant-mixed with a liquid asphalt and chemical additives from the suppliers of the mixtures. The bituminous material must be capable of coating wet aggregates without stripping, and must be available in various grades so that one such grade will enable a stockpile to remain pliable and workable at a temperature of -26 °C (-15 °F). The patching material must be capable of maintaining adhesive qualities in patched areas which are damp or wet at time of application, and also after remaining in an uncovered stockpile for up to twelve (12) months.
Materials. Control of the materials will be in accordance with the general requirements of Section 106 of the current Standard Specifications for Road and Bridge Construction. A five kilogram (ten-pound) sample of the mineral aggregate and one-liter (one-quart) sample of the liquid asphalt will be submitted to the Department for performing the tests specified herein.
(a) Aggregate
All Coarse Aggregate used in the mixtures will consist of crushed stone of Class B quality or better as defined in Article 704.01 (a) & (b) of the above cited Standard Specifications.

(b) Bituminous Materials

The bituminous material must be a formulation of the liquid asphalt blend prepared under the supervision of the mix supplier. It must meet the requirements of ASTM D 2026 or ASTM 2027, whichever applies, modified as follows:

	OPF	QPF	SYLCRETE FV	SYLCRETE VA	UPM	EZ STRE
ASTM D 92 Flash point (COC) °C (°F)-minimum	94 (2	94 (20	94 (200)	94 (200)	94 (	94 (200)
ASTM D 2170 Kinematic Viscosity 60°C(140°F) mm^2/s (cSt)	350-3	300-40	300-4000	300-4000	400-2	280-400 (cPs)
ASTM D 95 Water % - maximum	0.2	0.2	0.2	0.2	0.2	—
ASTM D 402 Distillate % by Volume of Original Sample Temperature Distillate to 225 °C (437 °F) Distillate to 260 °C (500 °F) Distillate to 315 °C Residue from distillation to360°C(680°F) % Volume by Difference	00-50 70-94	00-50-27 72-95	0 0-5 0-25	0 0-5 0-25	00-0.73-95	0 0-0.5 8-50 70-95
Residue Tests: ASTM D 2171 Absolute Viscosity 60 °C(140°F)	11.5	12.5-42.5	12.5-42.5 (125-425)	12.5-42.5 (125-425)	12.5	12.0-42.5
ASTM D 5 Penetration 25°C(77°F) 100 g, 5s – minimum	—	200	—	—	—	—
ASTM D 5 Penetration, modified with cone, 25°C(77°F) 150	200		180	180	180	180
ASTM D 113 Ductility 21 °C(70°F) 1cm/min. cm –	—	—	100	100	—	100
ASTM D 113 Ductility 4°C(39°F) 1cm/min, cm – minimum	85	100	—	—	100	100

ASTM D 2042 Solubility in Trichloroethylene % - minimum	99.0	99.0	99.0	99.0	99.0	99.0

(c) Stripping Tests

The combined UPM and liquid asphalt must also meet the following stripping tests:

Stripping Tests: Dry Aggregate. Two-hundred grams of the air-dried aggregate passing the 12.5 mm (1/2-inch) sieve and retained on the 4.75 mm (No. 4) sieve will be combined with 6.3 percent, by weight, UPM liquid asphalt and mixed in a hemispherical metal dish with a stiff spatula for three to five minutes or until a uniform coating is obtained. Twenty-five (25) grams of this material will be immediately place in an oven at 60 °C, ± 3 °C (140 °F, ± 5 °F), for eighteen (18) to twenty-four (24) hours, after which it must be thoroughly mixed and allowed to cool to room temperature. The sample must then be immersed in water at a temperature of 49 °C, ±3 °C (120 °F, ±5°F), and maintained at this temperature for twenty-four hours. At the end of this period, the area of the aggregate remaining coated will be determined visually while the sample is still immersed in water. Surface coating of at least 90 percent must be retained on the aggregate. A test similar to the above using MC-250 must be made for comparison.

Stripping Test: Wet Aggregate. Two-hundred grams of the aggregate passing the 12.5 mm (1/2-inch) sieve and retained on the 4.75 mm (No. 4) sieve will be immersed in water for twenty-four hours and the excess water drained off, leaving the aggregate surface wet. This aggregate be combined with 6.3 percent, by weight, UPM liquid asphalt and mixed in a hemispherical metal dish with a stiff liquid spatula for three to five minutes or until a uniform coating is obtained. Twenty-five grams of this material must be immediately place in an oven at 60 °C, ± 3 °C (140 °F, ± 5 °F), for eighteen to twenty-four (24) hours, after which it will be thoroughly mixed and allowed to cool to room temperature. The sample must then be immersed in water at a temperature of 49 °C, ± 3 °C (120 °F, ± 5 °F), and maintained at this temperature for twenty-four (24) hours. At the end of this period, the area of the aggregate remaining coated will be determined visually while the sample is still immersed in water. Surface coating of at least 90 percent must be retained on the aggregate. A test similar to the above using MC-250 will be made for comparison. In estimating the percentage of area remaining coated, any thin or translucent area will not be considered as being coated

Each of the following mixes, Sylcrete EV, Sylcrete VA, Optimix, QPR-2000 and EZ Street will also meet the following stripping tests.

Place 50 grams of cold mix into a beaker containing 400 ml of boiling distilled water. Bring back to boiling and boil for 3 minutes with constant stirring at one (1) revolution per second. At the end of three (3) minutes, remove the beaker from the heat source and immediately decant the water. Empty the wet mix onto a paper towel and examine. The retained coating must not be less than ninety-five (95) percent.

AASHTO T 182 Coating and Stripping of Bitumen-Aggregate Mixtures.

Inspection. The Engineer or his authorized representative must have access at any time to all parts of the plant in order to verify weights or proportions and quality of materials used in the preparation of the mixture. The manufacturer must afford such facilities as may be required for making inspection at the plant and for collecting and forwarding samples of the ingredient materials and bituminous mixture to the Department.

Plant and Equipment. Storage facilities and all equipment used in the preparation of the mixture must be approved by the Department. An approved drier must be available for surface drying the aggregate when needed. The materials for individual batches will be measured accurately, either by volume or weight, by approved methods and equipment. A batch type mixer of approved design and capacity will be used in mixing the ingredient materials. However, approval for the use of a continuous mixer will be given if it can be shown that satisfactory results will be obtained.

Preparation of Mixture. The aggregate and Optimix, or QPR-2000, or Sylcrete, or UPM, or EZ Street liquid asphalt must be proportioned into the mixer and mixed for at least 30 seconds or until a uniformly coated mixture is obtained. The liquid asphalt must be heated to a temperature of 93 °C, ± 28 °C (200° F, ± 50° F), at the time of mixing, and in accordance with the instructions of mix supplier. When necessary to heat the aggregates, the aggregates should not be heated to more than 68 °C (155 °F).

Composition of Mixture. The ingredients must be combined to produce a mixture meeting the approval of the Department and conforming to the following composition limits, by weight, as determined by tests of the prepared mixture:

Gradation of Extracted Aggregate (% Passing) 1/

SIEVE SIZE	OP TIM	SYLCRETE EV AND VA			UPM		EZ STR
		MIX #1	MIX #2	QPR-2000	M I	M I	
12.5 mm	100	100	100	100	1	1	100
9.5 mm	90-	100	90-	90-	9	1	95-
4.75 mm	20-	85-100	20-55	20-55	1	7	60-
2.36 mm	5-	10-40	5-30	5-30			4-10
1.18 mm	0-	0-10	0-10	0-10	0	0	3-9
600um(		0-7	0-7				2-8
300um(	0-5	0-5	0-5	0-5			1-7
75um(N	0-2	0-2.5	0-2.5	0-2	0	0	1.5-
Residual Bitumen	3-6.5	3-6.5	3-6.5	3-7.0	3.	3.	3-7

1/ Based on percent of total aggregate weight.
2/ Based on percent of total mixture weight.

SMP Material

Description. The patching material must be composed of a mineral aggregate, plant-mixed with liquid asphalt and chemical additives from the suppliers of the mixtures. The bituminous material must be capable of coating wet aggregates without stripping, and will be available in various grades so that one such grade will enable a stockpile to remain pliable and workable at a temperature of -26 °C (-15 °F). The patching material must be capable of maintaining adhesive qualities in patched areas which are damp or wet at time of application, and also after remaining in an uncovered stockpile for up to six (6) months.
Materials. Control of the materials must be in accordance with the general requirements of Section 106 of the current Standard Specifications for Road and Bridge Construction. A five kilogram (ten-pound) sample of the mineral aggregate and one-liter (one-quart) sample of the liquid asphalt must be submitted to the Department for performing the tests specified herein.
(a) Aggregate
All Coarse Aggregate used in the mixtures must consist of crushed stone of Class B quality or better as defined in Article 704.01 (a) & (b) of the above cited Standard Specifications.
(b) Bituminous Materials
The bituminous material must be a formulation of the liquid asphalt blend prepared under the supervision of the mix supplier. It will meet the requirements of ASTM D 2026 or ASTM 2027, whichever applies, modified as follows:

ASTM D 92 Flash point (COC), °C (°F) - minimum 94 (200)
ASTM D 2170 Kinematic Viscosity, 60 °C (140 °F), mm^2/s (cSt) 300-4000
ASTM D 95 Water, % - maximum 0.2
ASTM D 402 Distillate % by Volume of Original Sample
Temperature
Distillate to 225 °C (437 °F) 0
Distillate to 260 °C (500 °F) 0-5

Distillate to 315 °C (600 °F) 0-25
Residue from distillation to 360 °C (680 °F) % Volume by Difference 72-95
Residue Tests:

ASTM D 2171 Absolute Viscosity, 60 °C(140 °F), Pascal Seconds (Poises)	12.5-42.5 (125-425)
ASTM D 5 Penetration 25, °C (77 °F), 100 g, 5s - minimum	200
ASTM D 113 Ductility, 4 °C (39 °F), 1 cm/min,cm – minimum	100
ASTM D 2042 Solubility in Trichloroethylene, % - minimum	99.0

Stripping Tests

The SMP mix must meet the following stripping tests:
Place fifty (50) grams of cold mix into a beaker containing 400 ml of boiling distilled water. Bring back to boiling and boil for three (3) minutes with constant stirring at one (1) revolution per second. At the end of three (3) minutes, remove the beaker from the heat source and immediately decant the water. Empty the wet mix onto a paper towel and examine.
The retained coating must not be less than ninety-five percent (95%).
AASHTO T 182 Coating and Stripping of Bitumen-Aggregate Mixtures.

Inspection. The Engineer or his authorized representative must have access at any time to all parts of the plant in order to verify weights or proportions and quality of materials used in the preparation of the mixture. The manufacturer must afford such facilities as may be required for making inspection at the plant and for collecting and forwarding samples of the ingredient materials and bituminous mixture to the Department.

Plant and Equipment. Storage facilities and all equipment used in the preparation of the mixture will be approved by the Department. An approved drier must be available for surface drying the aggregate when needed. The materials for individual batches will be measured accurately, either by volume or weight, by approved methods and equipment. A batch type mixer of approved design and capacity will be used in mixing the ingredient materials. However, approval for the use of a continuous mixer will be given if it can be shown that satisfactory results will be obtained.

Preparation of Mixture. The aggregate and SMP liquid asphalt must be proportioned into the mixer and mixed for at least thirty (30) seconds or until a uniformly coated mixture is obtained. The liquid asphalt must be heated to a temperature of 93 °C, ± 28 °C (200° F, ± 50° F), at the time of mixing, and in accordance with the instructions of mix supplier. When necessary to heat the aggregates, the aggregates should not be heated to more than 68 °C (155 °F).

Composition of Mixture. The ingredients must be combined to produce a mixture meeting the approval of the Department and conforming to the following composition limits, by weight, as determined by tests of the prepared mixture:

Gradation of Extracted Aggregate (% Passing) 1/
(SMP Material Only)

SIEVE SIZE	MIX #1	MIX #2
12.5 mm (1/2")	100	100
9.5 mm (3/8")	100	90-100
4.75 mm (No. 4)	85-100	20-55
2.36 mm (No. 8)	10-40	5-30
1.18 mm (No. 16)	0-10	0-10
300 um (No. 50)	0-5	0-5

75 um (No. 200)	0-2.5	0-2.5
Residual Bitumen [2/]	3-5-7.0	3.5-7.0

[1/]Based on percent of total aggregate weight.
[2/]Based on percent of total mixture weight.

ITEM NO. 40 HOT-POURED JOINT SEALER (DELIVERED)

Description. This work must consist of producing and furnishing (for delivery) hot-poured joint sealer.

The joint sealer material must be in accordance with the requirements of ASTM D 6690 TYPE 2.

The Contractor must deliver the sealer material to the desired site location as specified by the City.

ITEM NO. 41 COLORED ASPHALT SURFACE TREATMENT SEALER (PICK-UP)

ITEM NO. 42 COLORED ASPHALT SURFACE TREATMENT SEALER (DELIVERED)

Description. This work must consist of furnishing the "Streetbond Surfacing System" materials as manufactured by Integrated Paving Concepts, Inc. for application on asphalt surfaces.

The StreetBond System to be used on the project must be StreetBond Premium Series System HD. This is a high performance coating system designed for use in dry climates.

Materials. Coating products that comprise the StreetBond Surfacing System are as follows:

StreetBond SP150E: is a high performance premium coating material consisting of epoxy based acrylic polymers that provide a durable, long lasting color and texture to the asphalt surface.

StreetBond Colorant: is a highly concentrated, high quality, UV stable pigment blend designed to work with the StreetBond SP150E coating system. The colors to be used will be as specified by the Department.

StreetBond Sealer Concentrate

12.15.1. Table 1 Physical Properties "StreetBond Coatings"

Characteristic	Test Specification	StreetBond SP150E Base	StreetBond Sealer Concentrate
Solids by Volume (%)	ASTM D-2697	57.5 %	24 +/-2
Solids by Weight (%)	ASTM D-2369	74.5 %	27+/-2
Density	ASTM D-1475	13.84 lbs./gal (1.66 kg/l)	8.59 lbs./gal (1.03 kg/l
Flash Point	ASTM D-3278	>230 oF (110 oC)	> 200º F (93º C)
Percent Pigment (by weight including cement)	ASTM D-3723	61.4 %	N/A
Sheen	ASTM D-523	< 3 @ 85o	> 75 @ 85º

12.15.2. Table 2 Performance Properties: "StreetBond Coatings"

Characteristics	Test Specification	Test Results StreetBond SP150E Base
Dry Time (to re-coat)	Gardner Circular meter	37 mins
Dry Time (for traffic) 75ºF/30%RH	N/A	≅ 80% strength @ 6-8Hrs
Taber Abrasion H-10 (Dry Wear Index)	ASTM D-4060	0.98 grams/1000 cycles after 7 days cure

Adhesion (PLI) To an Asphalt substrate	ASTM D-4541	Cohesive failure of asphalt prior to adhesive failure
QUV ΔE	ASTM G154	500 hours 0.46CIE units
Hydrophobicity (9days immersion)	ASTM D-570	9.7% wt gain
Shore Hardness	ASTM D-2240	63 Type D
Temperature Limits for Service	Dry, cured material	-30ºF to 140ºF
Surface Build	N/A	10 – 15 mils (1 application)

The Contractor must either pick-up or deliver the surface treatment material to the desired site location as specified by the City.

ITEM NO. 43 ADDITIONAL CHARGE FOR OPENING PLANT ON SATURDAY, SUNDAY OR HOLIDAYS OR SCHEDULED NIGHT WORK (PICK-UP).

ITEM NO. 44 ADDITIONAL CHARGE FOR OPENING PLANT ON SATURDAY, SUNDAY OR HOLIDAYS OR SCHEDULED NIGHT WORK (DELIVERED)

Description. The Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch Materials, Hot-Pour Joint Sealer Materials, and Colored Asphalt Surface Treatment Materials must be prepared and loaded at the Contractor's plant by the Contractor into trucks furnished by the City within the time as indicated below.

The work week will be Monday through Friday from 6:00 a.m. until 7:00 p.m., Central Standard Time. During these hours there will be no restriction and/or penalty for late pick-up. Material must always be available.

The Contractor must be granted an additional charge for opening the plant on the designated Holidays or Saturdays, Sundays, and for scheduled night work, as requested by the Commissioner provided the Contractor is not opening the plant and/or producing material for any other consumer or entity other than the City.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

12.16. BITUMINOUS MILLINGS

ITEM NO. 45 HAULING BITUMINOUS MILLINGS FROM SITE TO PLANT

Description. This work consists of the pick up of bituminous milling material removed by City Forces at various project sites throughout the City. The material must be picked up from either a milling machine or other loading device such as an end loader or sweeper. The material must become the property of the Contractor for his/her use in material production.

The Contractor must only dispose or store the millings at a facility that has all appropriate permits from the City of Chicago, Department of Environment, and the Illinois Environmental Protection Agency.

Upon delivery to the Contractor's plant facility, all material will be ticketed indicating material quantity received. The material must become property of the Contractor for his/her use in material production.

The City will notify the Contractor by 3:00 p.m., Monday through Friday, of the day prior to the requested pick up. The order will be placed via verbal, faxed, or written notification. At the time of placing the order the City will specify an estimated pickup tonnage and pickup time. The City will place individual orders per project location.

The material must be picked up by the Contractor between the hours of 6 a.m. to 7 p.m., Central Standard Time, Monday through Friday.

The Department will deduct these liquidated damages from any monies due or to become due to the Contractor from the Department.

All orders placed by the City for hauling of bituminous millings from site will be a minimum of five (5) tons. Any orders less than five (5) tons the Contractor must be paid for five (5) tons of the hauling of bituminous millings of the specified range.

If the City should delay the Contractor's trucks, the Contractor must be entitled to a credit based on the length of delay.

For any truck dispatched to the project site, the City will release the truck from the site within one (1) hour of its arrival. Upon arrival to the job site the driver must check in with the City. If the City does not release the truck within one (1) hour, the City will be liable and will pay to the Contractor for every fifteen (15) minute interval of delay, in the amount shown in the following schedule:

Credit to Contractor for

Delay by the City

ITEM NO. 48 MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1HOUR) 1 TO 15 MINUTES (CREDIT IS $50.00)

ITEM NO. 49 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)

ITEM NO. 50 MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRATOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 31 TO 45 MINUTES (CREDIT IS $100.00)

ITEM NO 51 MISC. ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)-CREDIT FOR CITY DELAY IN RELEASING CONTRACTOR'S TRUCK: INTERVAL OF DELAY (OVER INITIAL 1 HOUR) 46 TO 60 MINUTES (MAX CREDIT IS $125.00)

ITEM NO. 46 PERVIOUS HOT-MIX ASPHALT (PICK-UP)

ITEM NO. 47 PERVIOUS HOT-MIX ASPHALT

Description. This work must consist of producing and furnishing (for pick-up or delivery) Pervious Hot-Mix Asphalt mixtures using Illinois Modified Strategic Highway Research Program (SHRP) Superpave criteria. This work must be in accordance with Sections 406, 407 and 1030 of the Standard Specifications, except as modified herein.

Mix Design – Amend Article 1030.04: At the request of the Contractor, the CDOT will provide the mix design and production control testing. The Mix Design shall be performed in accordance with the procedures set forth in the IDOT Level III HMA Manual. CDOT will verify the mix via the IDOT Mix Verification procedure.

Volumetric Requirements:
N-Design.....50
Design Air Voids.....18.0% Minimum
% AC..... ..... 5.5% Minimum (5.7 % with GTR AC)

Fiber Requirements: A fiber additive will be included in the polymer-modified mixture. The fiber additive is not required with GTR AC if the mix passes the draindown test.

The fibers must be either cellulose or mineral. Typical ranges of dosage rates are shown but the actual dosage rate will be determined by the Engineer. The dosage rate for cellulose must be approximately 0.4% by total mixtures mass and sufficient to prevent draindown. Cellulose mixtures must conform to the properties outlined in Table 1. For mineral fiber, the dosage rate must be approximately 0.5% by total mixture mass and sufficient to prevent draindown. Mineral fibers mixtures must conform to the properties outlined in table 2.

Drain down: In accordance with ASTM D6390, drain down of the binder must be no greater than 0.3%. Silo storage time will not exceed four (4) hours.

Stability Requirements: Marshall Stability must be determined according to IL Modified AASHTO T 245-94. Using six (6) inch diameter samples and a six (6) inch breaking head, minimum stability must be a minimum of 1,500 psi at a flow of 12.

Materials.

Aggregate: Aggregate must be crushed "B" quality in accordance with article 1004.01 of the Standard Specifications. Recycled aggregate is **NOT** allowed. Aggregate used in the mix must meet the following gradation.

Sieve Size	Percent Passing
3/4 in.	100%
½ in.	85%-100%
3/8 in.	55%-75%
No. 4	10%-25%
No. 8	5%-10%
No. 200	2%-4%

No individual aggregate gradation is specified. For production control, the aggregate blend must include at least two (2) coarse aggregate products. The aggregates used must be capable of being combined to meet the specified gradation.

PG Binder Requirements

PG Binder Option 1: PG Binder must be IDOT approved SBS/SBR PG 76-22. The elastic recovery of the asphalt cement used must be a minimum of 0.80.

PG Binder Option 2: PG Binder must be a CDOT approved Ground-Tire Rubber (GTR) modified asphalt cement. The base asphalt cement must be PG 64-22, approved by IDOT.

At the start of the project, a sample of the GTR modified asphalt cement must be obtained at the plant and submitted to the City for verification of the asphalt grade.

Ground Tire Rubber (GTR). The GTR must be produced from processing automobile and/or truck tires by the ambient grinding method. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. The GTR must not exceed 2 mm (1/16 in.) in length and must contain no free metal particles. Detection of free metal particles will be determined by thoroughly passing a magnet through a fifty (50) gram sample. Metal embedded in rubber particles will be permitted.

The GTR must be stored in a dry location protected from the rain. When the GTR is combined with the asphalt cement, the moisture content of the GTR must not cause foaming of the blend.

When tested in accordance with ASTM C-136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates, (Illinois-modified AASHTO T-27, Sieve Analysis of Fine and Coarse Aggregates) a fifty (50) gram sample of the GTR must conform to the following gradation requirements:

Sieve Size	Percent Passing
2.36 mm (No. 8)	100
1.18 mm (No. 16)	98 ± 2
600 µm (No. 30)	95±5
300 µm (No. 50)	50 ± 10
150 µm (No. 100	10 ± 5
75 µm (No. 200)	2 ± 2

A mineral powder (such as talc) meeting AASHTO M17, Mineral Filler for Bituminous Paving Mixtures, requirements may be added, up to a maximum of 4% by weight of GTR particles, to reduce sticking and caking of the GTR particles.

GTR must have a specific gravity of 1.15 ± 0.05 when tested in accordance with ASTM D-1817, Standard Test Method for Rubber Chemicals-Density.

The GTR may be provided in bulk or in whole plastic containers. Plastic containers must be made from low density polyethylene having a melting point less than 115° C (240° F). The manufacturer must ship along with the GTR, certificates of compliance which certify that all requirements of this specification are complied with for each production lot number or shipment.

Extender Oils or Polymeric Aids. With approval of the Engineer, compatible extender oils and/or polymers may be added to the GTR or to the asphalt-rubber blend. The additional costs for the extender oils and/or polymer additions must be borne by the Contractor. The Contractor must provide material product information along with usage rates for approval.

Blending. The GTR must be blended with the asphalt cement, forming a consistent, homogeneous blend, prior to being added to aggregates. The Terminal Blend method, where the GTR is blended and reacted with the asphalt cement at the asphalt refinery, will be used. The minimum amount of GTR for asphalt-rubber blends must be as follows:

Base PG Grade	Minimum GTR
PG 64-22	15%

The GTR must be blended with the asphalt cement and reacted for a minimum of 45 minutes at a temperature of 163°C to 191°C (325°F to 375°F). The mixing temperature of the HMA mixture must be 149-177°C (300-350°F).

Hot Mix Plant: The type of plant used for the manufacture of GTR modified HMA may be either a batch or drier drum plant meeting the requirements of the Standard Specifications, with the following exceptions:

General
Storage and Conveyance. Silo storage of GTR modified HMA must not exceed four (4) hours.
Plant modification. Introduction of GTR into rubber modified asphalt mixtures may require additional plant modifications. The Engineer will have final approval of the plant.

Plant Calibration. The asphalt plant must be calibrated and approved by The Illinois Department of Transportation Bureau of Materials and Physical Research or the City before production of the rubber modified asphalt mixture.
Mineral Filler System. The mineral filler system must accurately proportion the large amounts of mineral filler required for the mixture. Alteration or adjustment of the current system may be required. Mineral filler must not be stored in the same silo as collected dust. Collected dust must not be used as mineral filler.

Mineral Fiber Additive. Adequate dry storage must be provided for the fiber additive. A separate feed system must be provided to proportion the fiber into the mixture uniformly and in desired quantities. The feed system must be interlocked with the aggregate feed or weigh system to maintain the correct proportions for all rates of production and batch sizes. The proportion of fibers must be controlled accurately to within ± 10% of the amount of fibers required. Flow indicators or sensing devices for the fiber system must be provided and interlocked with plant controls so mix production will be interrupted if fiber introduction fails.

Batch Plant. Loose fiber must be pneumatically added through a separate inlet directly into the weigh hopper above the pugmill. The addition of fiber must be timed to occur during the hot aggregate charging of the hopper. Adequate mixing time will be required to ensure proper blending of the aggregate and fiber additive. Both the wet and dry mixing times will each be increased a minimum of five (5) seconds. The actual mixing time increase must be determined by the Engineer based on individual plant characteristics. The batch size must not exceed seventy-five percent (75%) of pugmill size as rated by the Department.

Drum Mix Plant. Loose fiber must be introduced using specialized equipment which mixes asphalt cement with the loose fiber at the time of introduction into the drum mixer. This equipment must be approved by the Engineer. Care must be taken to ensure the loose fiber does not become entrained in the exhaust system of the drier or plant.

Fiber Supply System. When fiber stabilizing additives are required as an ingredient of the mixture, a separate feed system must be utilized to accurately proportion by weight the required quantity into the mixture in such a manner that uniform distribution will be obtained. The fiber system must be interlocked with the aggregate feed or weigh system so as to maintain the correct proportions for all rates of production and batch sizes. The proportion of fibers must be controlled accurately to within plus or minus ten percent (10%) of the amount of fibers required and the fiber system must automatically adjust the feed rate to maintain the material within this tolerance at all times. The fiber system must provide in-process monitoring consisting of either a digital display or output or a printout of feed rate, in pounds per minute to verify feed rate. Flow indicators or sensing devices for the fiber system must be provided and interlocked with plant controls so that mixture production will be interrupted if introduction of the fiber fails, or if the output rate is not within the tolerances given above.

When a batch type plant is used, the fiber must be added to the aggregate in the weigh hopper or as approved and directed by the Engineer. The fibers are to be uniformly distributed prior to the injection of asphalt cement into the mixes.

When a continuous or drier-drum type plant is used, the fiber must be added to the aggregate and uniformly dispersed prior to the injection of asphalt cement. The fiber must be added in such a manner that it will not become entrained in the exhaust system of the drier or plant.

Terminal Processing and Storage

At the asphalt production facility for Terminal Processing, a separate agitated shipping storage tank will be required, with continuous mixing and recirculation of the asphalt-rubber blend to react the GTR with the asphalt cement. This tank must be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 163°C to 191°C (325°F to 375°F) for a minimum of 45 minutes.

Once the Terminal Processing of GTR and asphalt cement produces a homogeneous blend at the production facility, test samples must be obtained and submitted to the Tollway for testing.

Terminal Blended GTR modified asphalt may be stored at the production facility for up to 30 days at 149°C to 177°C (300°F to 350°F) with continuous mixing.

A dedicated storage tank for "terminal blended GTR" must be required at the hot mix plant. This tank must be capable of providing continuous mixing and/or recirculation of the asphalt-rubber blend. This tank must be heated and capable of maintaining the temperature of the homogeneous blend of asphalt cement and GTR at 150°C to 177°C (300°F to 350°F) for a maximum of three (3) days.

Fibers

Table 1. Cellulose Fiber Quality Requirements

Property	Requirement
Sieve Analysis Method A – Alpine Sieve [1/] Analysis Fiber Length Passing No. 100 sieve	 0.25 in maximum 70 ± 10%
Method B – Mesh Screen [2/] Analysis Fiber Length Passing no. 20 sieve no. 40 sieve no. 140 sieve Ash Content [3/] PH [4/] Oil Absorption [5/] Moisture Content [6/]	 0.25 in maximum 85 ± 10% 65 ± 10% 30 ± 10% 18 ± 5% NON VOLATILES 7.5 + 1.0 5.0 ± 1.0 (Times fiber mass) Less than 5% (by mass)

1/ Method A – Alpine Sieve Analysis. This test is performed using an Alpine Air Jet Sieve (Type 200 LS). A representative five gram sample of fiber is sieved for 14 minutes at a controlled vacuum of 11 psi of water. The portion remaining on the screen is weighed.

2/ Method B – Mesh Screen Analysis. This test is performed using standard 8500, 425-, 250-, 180-, 150-, and 106- um sieves, nylon brushed and a shaker. A representative 10-gram sample of fiber is sieved, using a shaker and two nylon brushes on each screen. The amount retained in each sieve is weighed and the percentage passing calculated. Repeatability of this method is suspect and needs to be verified.

3/ Ash Content. A representative 2- to 3-gram sample of fiber is placed in a tared crucible and heated between 1100 and 1200 °F for not less than 2 hours. The crucible and ash are cooled in a desiccator and weighed.

4/ Ph Test. Five grams of fiber is added to 100 mL of distilled water, stirred and let sit for 30 minutes. The Ph is determined with a probe calibrated with pH 7.0 buffer.

5/ Oil Absorption Test. Five grams of fiber is accurately weighed and suspended in an excess of mineral spirits for not less than 5 minutes to ensure total saturation. It is then placed in a screen mesh strainer (approximately 0.5 mm^2 opening size) and shaken on a wrist action shaker for 10 minutes [approximately 32 mm (1 ¼ in.) motion at 240 shakes per minute]. The shaken mass is then transferred without touching to a tared container and weighed. Results are reported as the amount (number or times its own weight) the fibers are able to absorb.

6/ Moisture content. Ten grams of fiber is weighed and placed in a 250 °F forced air oven for 2 hours. The sample is then reweighed immediately upon removal from the oven.

Table 2. Mineral Fiber Quality Requirements

Property	Requirements
Sieve Analysis	
Fiber Length 1/	0.25 in. Maximum mean test value
Thickness 2/	0.0002 in. Maximum mean test value
Shot Content 3/	
Passing no. 230 Sieve	70 ± 10%

1/ The fiber length is determined according to the Bauer McNett Fractionation.
2/ The fiber diameter is determined by measuring at least 200 fibers in a phase contrast microscope.
3/ Shot content is a measure of non-fibrous material. The shot content is determined on vibration sieves. Two sieves, 250-um and 63-um, are typically utilized.

Prior to approval and use of the mineral fiber, the Contractor must submit a notarized certification by the producer of these materials, stating they meet these requirements.

12.17. MATERIAL SAFETY DATA SHEET

Material Safety Data Sheet (OSHA Form 20) will be required to be submitted prior to contract award for any substance described in the Illinois "Toxic Substances Disclosure Act" regardless of the quantity requested. The Contractor will furnish an OSHA 20 Form for each item contained in the releases against this contract with the delivery of those materials.

12.18. STRIKE/WORK STOPPAGES

In the event a successful bidder of the quoted proposal is on strike at the time a contract is awarded, the City of Chicago reserves the option to accept the first acceptable bid using a bidder that is not on strike.

12.19. MATERIALS INSPECTION

Quality Control responsibilities of the Contractor for materials furnished in this contract must be in accordance with Section 11.10 of the Detailed Specifications included herein.

APPENDIX A-1 (CITY OF CHICAGO)

Aggregate Gradation Control System (AGCS)

Description

This program must apply to all Sources that supply certified aggregate for uses identified in this program to projects let under the jurisdiction of the Illinois Department of Transportation (including City of Chicago projects with State, Federal, or City funds). The program must be according to the current Illinois Department of Transportation, Bureau of Materials and Physical Research, Policy Memorandum for AGCS aggregates except as noted here within. A copy of this policy memorandum can be obtained from IDOT's website using the following link.

http://www.dot.state.il.us/materials/index2.html

Under this program the Commissioner reserves the right to function as the "Department" with an equal level of authority to ensure all aggregates used on City projects meet the requirements of this program.

APPENDIX A-2 (CITY OF CHICAGO)

Bituminous Mix Design Guideline

Lab requirements

Labs must be inspected and approved annually by IDOT District One. The lab must meet Level III design lab requirements.

Personnel Requirements

Mix designs are to be developed by a person trained as a Superpave Bituminous Level III Technician. All lab testing must be performed by a Level I, Level II, or Level III technician.

Specialty mixes such as N30LC, Ground Tire Rubber (GTR) mixes, pervious asphalt and Stone Matrix Asphalt, require a Level III technician on site for startup of mix production.

New Mix Designs

Mix design requirement

All Mix E, Mix F, IL-4.75, N30LC, S.M.A., and Pervious HMA will be designed on a yearly basis. All other mix designs will be valid for two years. A one-point design will not be required for the second year. Mixes that had poor production tests for the previous season may require a new mix design.

The following changes will also require a new four-point design:

Source changes in any mix component.

A new ledge is being supplied by the aggregate producer.

If any mix component, including R.A.P., changes by more than 5.0% from the original design blend proportions.

AGCS bands or average gradations change by more than 5.0%.

A gravity change of +/- 0.02 or more occurs in any aggregate.

Aggregate Codes

The following guide should be used:

Coarse Aggregates will be CM
Fine Aggregates will be FM
R.A.P. will be 017CM13 or CM16

Aggregate Gradations

Coarse Aggregates: A minimum of 5 washed gradations from the plant must be used to generate average percent passing values for use during mix design. Except that the mid point of the control sieve must be used as the representative average for that sieve size.

R.A.P.: Gradation must be in accordance with Section 12.12 of the Detailed Specifications.

Aggregate Gravities

The contractor/producer will submit to the Department the request for gravities in writing. The request must list the specific aggregate producer, and aggregate type, that are desired. This should be submitted a minimum of two weeks prior to being needed. Requests will be processed after January 1 of the year the new designs are anticipated being used.

The contractor/producer will not be allowed to run gravities.

Mineral Filler Gravity

Design value will be 2.90

Determination of Reclaimed Asphalt Pavement (RAP) Aggregate Bulk (Dry) Specific Gravity (G_{sb})

1. General

If the RAP consists of natural aggregates only, the RAP aggregate bulk specific gravity must be equal to 2.660. If the RAP contains slag aggregate the following procedure must be used by an independent AASHTO accredited laboratory to determine the RAP aggregate bulk specific gravity (G_sb).

2. Summary of Method

The RAP sample must be thoroughly prepared prior to testing by reheating and remixing the reclaimed material. A solvent extraction and two maximum theoretical specific gravity (Gmm) tests are performed so that an effective specific gravity (G_{se}) can be calculated. The G_{se} value is in the calculation to determine the bulk specific gravity (G_sb) of the RAP.

3. Equipment

Equipment including oven balances, HMA sample splitter, vacuum setup and chemical extractor must be according to the HMA QC/QA Laboratory Equipment document in the Manual of Test Procedures for Materials. In addition the following equipment will also be required:

A. Sample pans - Large, flat and capable of holding 15,000 - 20,000 grams of RAP material.

B. Chopping utensil - Blade trowel of other utensil used to separate the large conglomerations of a RAP sample into a loose-flowing condition.

4. RAP Sample Preparations

A. Reduce large amounts (greater than 20,000 grams) of RAP material by following the Illinois approved methods.

B. Split out a representative 15,000 to 20,000 gram sample.

C. Transfer this entire sample into a large flat pan(s).

D. Place sample into a preheated oven at 230 ± 9° F. (110 ± 5° C.) and heat for 30 to 45 minutes.

E. Remove the sample from the oven and begin breaking up the larger conglomerations of RAP with the chopping utensil.

F. As the material begins to soften, blend the heated RAP by mixing the freshly chopped material with the fines in the pan.

G. Return the RAP into the oven and continue heating for another 15 - 20 minutes.

H. Remove the RAP from the oven and repeat the chopping of the conglomerations and blending of the fines.

I. Continue this heating and re-mixing process until the RAP sample is homogeneous and conglomerations of fine aggregate to comply with Illinois Modified AASHTO T-209.

J. Place the loose RAP into a hopper or pan and uniformly pour it through a riffle splitter. Take each of the halves and re-pour through the splitter. Thoroughly blend the sample by repeating this process 2 - 3 times.

5. Testing

A. Percent Asphalt Binder Pb and RAP aggregate mass:

Spit out a 2,000 - 2,500 gram prepared RAP sample.

Dry the RAP sample to a constant weight in an oven at 280 ± 9° F. (110 ± 5° C).

Record the dry weight of the RAP sample as "original RAP mass".

Determine the Pb of the dried RAP sample according to Illinois Modified T 164. Record the P_b.

Calculate the percent stone (P_s) of the RAP as follows:

$P_s = 100 - P_b$

6. Calculate the "RAP aggregate mass" as follows:

RAP aggregate mass = (P_s/100) x (original RAP mass)

B. Maximum Specific Gravity determination, G_{mm}

Split out two 1,500 gram minimum prepared RAP samples.

Dry each test sample to a constant weight in an oven at 230 ±9° F. (110 ± 5° C.) While drying, chop and break up the sample as you would with a standard G_{mm} sample. Record dry weight.

Place in 295° ±5° F. (146° ± 3° C.) oven for one hour.

Add one percent of virgin asphalt (PG64-22 or PG58-22) at 295° ± 5° F. (146° ± 3° C.) to. the RAP and thoroughly mix at 295° ± 5° F. (146° ± 3° C.) to ensure uniform coating of all particles.

Determine the G_{mm} of the prepared RAP samples according to Illinois Modified AASHTO T209.
Calculate the individual G_{mm} values. The average result will be used in the calculation provided the individual results do not vary by more than 0.010.

6. Calculations

A. Calculate the "adjusted P_b" of the RAP to account for the addition of the one percent of virgin asphalt binder as follows:

1. Calculate the "new RAP mass":
   "New RAP mass = 1.01 x Original dry G_{mm} RAP sample mass
2. Calculate the "Adjusted P_s":
   Adjusted P_s = (RAP aggregate mass) / (new RAP mass)
3. Calculate the "Adjusted P_b":
   Adjusted Pb = 100 -(Adjusted P_s)

B. Calculate the effective specific gravity (G_{se}) of the RAP:

G_{se} (RAP) = (100- (adjusted P_b)) / ((100/G_{mm}) - (adjusted P_b/1.04))

C. Calculate the stone bulk gravity (G_{sb}) of the RAP:

G_{sb} (RAP) = G_{se} (RAP) - 0.100

Example:
Original dry RAP mass = 2,000 g
P_b, (% AC) in RAP = 4.9%
P_s = 100% - 4.9% = 95.1%
RAP aggregate mass = 2,000 g x P_s = 1,902 g
Original RAP asphalt mass = 2,000 g x P_b = 98 g
Add one percent virgin AC to sample and mix to coat aggregate particles & determine New RAP mass:
New RAP mass = 1.01 x 2000 = 2020 g
Adjusted P_s = (1,902 g divided by 2,020 g) x 100 = 94.2%
Adjusted P_b = 100% - 94.2% = 5.8%
Proceed with G_{se} calculations and G_{sb} determination as before using the adjusted P_s and P_b values.
Adjusted P_s = 94.2% Adjusted P_b = 5.8%
Rice Test, G_{mm} = 2.505
G_{se} (RAP) = (100-5.8) / (100/2.505) – (5.8/1.040)
G_{se} (RAP) = 2.746
G_{sb} (RAP) = 2.746 - 0.100 = 2.646

TSR

A TSR is required to be run on all mixes. TSR testing must be performed as indicated in the most current version of the Manual of Test Procedures.

Graphs

All graph lines must be drawn.

N 90 Mix E and F, and N105 Mix F Surface

A chemical extraction process will be required for all mix E and mix F on a compacted briquette. This will be run by the mix designer, and submitted with the documentation.

Cure of Bituminous Mix

Cure has the greatest affect on the Gmm values. Absorptive aggregate is defined as greater than 2.5% absorption. The following guide will be used for lab conditioning:

Test	Non-Absorptive	Absorptive
Gmb	Neat AC 1 hour @ 295 +/-5	Neat AC 2 hour @ 295 +/-5
Gmb	Modified 1 hour @ 305 +/-5	Modified 2 hour @ 305 +/-5

Gmm	Neat AC 0 hour	Neat AC 2 hour @ 295 +/-5
Gmm	Modified 0 hour	Modified 2 hour @ 305 +/-5

Oven Mixing Temperature

Mixes using Neat AC are mixed at 295°F.
Mixes using Polymer Modified are mixed at 325°F.

Compaction Temperature

Mixes using Neat AC are compacted at 295°F.
Mixes using Polymer Modified are compacted at 305°F.

Mix Design Submittals to CDOT

N30LC and Pervious Asphalt Mixes
The following will be required:

1. Mix Design Documentation including all worksheets, charts, and design summary sheet.

Two 1500-gram loose samples for Gmm at design A.C. content.
Two gyrated briquettes for Gmb at design A.C. content.
Two 1500-gram loose samples for ignition oven calibration at design A.C. content.

2. A minimum of 5 current washed gradations for the recycled concrete.
3. Two 35 lb samples of the recycled concrete labeled with material code, P/S No., and date.
4. A history of recycled concrete specific gravities test results (minimum of 5) completed within the past year.

N90 Mix E

The following will be required:

1. Mix Design Documentation including all worksheets, charts, and design summary sheet.

A copy of the District's verification/approval letter should also be submitted.
Two 1500-gram loose samples for Gmm at design A.C. content.
Two gyrated briquettes for Gmb at design A.C. content.
Two 1500-gram loose samples for ignition oven calibration at design A.C. content.

Submittal Process

Only original paperwork will be accepted. A fax may be sent to CDOT QA to aid in expediting the verification, but the final approval will not be given until the original paperwork is received. Review your paperwork before submitting.

Mix Design Documentation must include the following:

Bituminous Mixture Design summary sheet signed and dated by Level III
The four point Gmm and Gmb data worksheet summary
Batching worksheet
Height sheets of compacted sample
Dust correction factor worksheet
TSR individual briquettes worksheet
Power 45 gradation graph
A.C. vs. Voids (total mix) graph
A.C. vs. V.F.A. (voids filled) graph
A.C. vs. V.M.A. graph
A.C. vs. Specific Gravities (Gmm and Gmb) graph
Mix E and Mix F chemical extraction
Supporting documentation for producer run gravities
Supporting documentation for representative gradation including RAP values (see 'New Mix Designs, Aggregate Gradations')

Various mix design programs are being used. Some versions require the Level III technician to write the TSR value on the summary sheet. All paperwork listed above must be submitted.

A copy of the mix design submittal will accompany all samples submitted to CDOT QA. This will be signed by the Level III technician and will include a contact phone number.

The original paperwork packet will be submitted to the commissioner.

Designs should not be considered approved unless a letter from CDOT has been received. Designs run by consultant labs, or IDOT designated mix design labs, are not granted instant approval without a verification by CDOT.

All verifications must be submitted a minimum of thirty (30) days prior to anticipated use. CDOT reserves the right to verify any mix design used on any City of Chicago project.

12.20. EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

17. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No.:** 33355 containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

ATTEST: _____
Corporate Secretary Signature

(Affix Corporate Seal)

State of _____

County of _____

This instrument was acknowledged before me on this _____ day of _____, 2008 by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____

(Notary Stamp/Seal)

18. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No.:** 33355 containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** 1,2, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

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

BUSINESS NAME: Ogden Ave. Materials/ Reliable Asphalt Corp - Joint Venture
(Print or Type)

BUSINESS ADDRESS: 3741 S. Pulaski Rd, Chicago, IL 60623
(Print or Type)

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

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: [signature]

Address: 931 N. Ogden, Chicago 60622
3741 S. Pulaski Rd, Chicago, IL 60623

State of Illinois

County of Cook

Subscribed and sworn to before me by each of the foregoing individuals this 13th day of February, 2008.

Notary Public Signature: James F Wilson

Commission Expires: 6/20/10

(Notary Stamp/Seal)

OFFICIAL SEAL
JAMES F WILSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/20/10

19. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No.:** 33355 containing a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scops of Services, Evaluation/Selection Criteria and Submittal Requirements (if RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

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

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

Registration Number: _____

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 2008 by _____
(name/s of person/s)

Notary Public Signature: _____

Commission Expires: _____

(Notary Stamp/Seal)

20. PROPOSAL ACCEPTANCE

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

Total Amount of Contract: $ 130,220,150.00 D.U.R.

Fund Chargeable: 01-007-0400-0842015-0140-220140 (VARIOUS)

ACCEPTED

Chief Procurement Officer

City Comptroller

Mayor

Approved as to form and legality:

Assistant Corporation Counsel

Contract Awarded and Released on this 7th day of March, 2008

(REV. 6/30/2005)

City of Chicago
Catalog RFQ - Lines by Group

RFQ Header Information

Please Respond By 2/8/2008
RFQ Number 2803
Ship To Location 084- BRDGS&TRNS
For More Information Please Contact LARRY WASHINGTON
312-744-8981

RFQ Description ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT
Special Instructions
Your Quote is Effective as of 2/8/2008
RFQ Status In Process

Bid/Proposal pricing for all commodity and/or service line items must be based on the standard unit of measure indicated below. Pricing on alternate units of measure may not be accepted. Unit costs must be limited to three decimal places. Each quote must be signed and unit price, extended price and total price must be typed or written in ink.

Quotes on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, model/part/catalog number and attach descriptive literature. Alternate items may not be accepted. Any exceptions to items specified or other terms must be clearly indicated on the bid.

RFQ Header Details

Contract Type COMMODITIES
Target Market NO
Advertise Date 2/8/2008
WEB BID Edit Rules GROUP

Specification 33355A
Procurement Type BID
Bid Deposit Required YES

Compliance Officer FRANCIS, ROCHELLE

Compliance Type Description

	Percentage Type Desc	Required %
Minority Owned Business Enterprise	Target Percentage Rate	16.90 %
Women Owned Business Enterprise	Target Percentage Rate	4.50 %

Addendum #2

City of Chicago

Catalog RFQ - Lines by Group

PU085C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
511	Goods	7450857401	74508	ASPHALT PRIMER, EMULSIFIED - PICK-UP, CENTRAL REGION	Central Region	Gallon	180500	$ 3.00	(N/A)	$ 541,500.00	(N/A) ACCEPTED	
512	Goods	7450857186	74508	ASPHALT PRIMER, EMULSIFIED - DELIVERED, CENTRAL REGION	Central Region	Gallon	~~7200~~ 72000 JW	$ 7.00	(N/A)	$504,000.00 ~~50,400.00~~ JW	(N/A) ACCEPTED	
513	Goods	7450857051	74508	ASPHALT PRIMER, EMULSIFIED - 5 GALLON BUCKET (DELIVERED), CENTRAL REGION	Central Region	Each	750	$ 60.00	(N/A)	$ 45,000.00	(N/A) ACCEPTED	
514	Goods	7450857101	74508	ASPHALT PRIMER, EMULSIFIED - 55 GALLON DRUM (DELIVERED), CENTRAL REGION	Central Region	Each	150	$ 900.00	(N/A)	$ 135,000.00	(N/A) ACCEPTED	
515	Goods	7451058561	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - PICK-UP, CENTRAL REGION	Central Region	Gallon	225000	$ 3.05	(N/A)	$ 686,250.00	(N/A) ACCEPTED	
516	Goods	7451058151	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - DELIVERED, CENTRAL REGION	Central Region	Gallon	90000	$ 7.05	(N/A)	$ 634,500.00	(N/A) ACCEPTED	
517	Goods	7452103561	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - PICK-UP, CENTRAL REGION	Central Region	Ton	300	$ 35.00	(N/A)	$ 10,500.00	(N/A) ACCEPTED	
518	Goods	7452103156	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - DELIVERED, CENTRAL REGION	Central Region	Ton	700	$ 48.00	(N/A)	$ 33,600.00	(N/A) ACCEPTED	
519	Goods	7452108556	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), PICK-UP, CENTRAL REGION	Central Region	Ton	150000	$ 35.00	(N/A)	$ 5,250,000.00	(N/A) ACCEPTED	
520	Goods	7452108151	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), DELIVERED, CENTRAL REGION	Central Region	Ton	30000	$ 48.00	(N/A)	$ 1,440,000.00	(N/A) ACCEPTED	
523	Goods	7452109567	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, PICK-UP, CENTRAL REGION	Central Region	Ton	3000	$ 35.00	(N/A)	$ 105,000.00	(N/A) ACCEPTED	
524	Goods	7452109156	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, DELIVERED, CENTRAL REGION	Central Region	Ton	6000	$ 48.00	(N/A)	$ 288,000.00	(N/A) ACCEPTED	
525	Goods	7452109571	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, PICK-UP, CENTRAL REGION	Central Region	Ton	300	$ 37.00	(N/A)	$ 11,100.00	(N/A) ACCEPTED	
526	Goods	7452109172	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, DELIVERED, CENTRAL REGION	Central Region	Ton	600	$ 50.00	(N/A)	$ 30,000.00	(N/A) ACCEPTED	

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Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
527	Goods	7452106563	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, PICK-UP, CENTRAL REGION	Central Region	Ton	150	$ 45.00	(N/A)	$ 6,750.00	(N/A) ACCEPTED	
528	Goods	7452106156	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, DELIVERED, CENTRAL REGION	Central Region	Ton	300	$ 58.00	(N/A)	$ 17,400.00	(N/A) ACCEPTED	
529	Goods	7452179558	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, PICK-UP, CENTRAL REGION	Central Region	Ton	105500	$ 43.50	(N/A)	$ 4,589,250.00	(N/A) ACCEPTED	
530	Goods	7452179161	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, DELIVERED, CENTRAL REGION	Central Region	Ton	15100	$ 60.50	(N/A)	$ 913,550.00	(N/A) ACCEPTED	
531	Goods	7452179565	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, PICK-UP, CENTRAL REGION	Central Region	Ton	75000	$ 43.00	(N/A)	$ 3,225,000.00	(N/A) ACCEPTED	
532	Goods	7452179175	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, DELIVERED, CENTRAL REGION	Central Region	Ton	30000	$ 61.00	(N/A)	$ 1,830,000.00	(N/A) ACCEPTED	
533	Goods	7452180507	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, PICK-UP, CENTRAL REGION	Central Region	Ton	3000	$ 45.50	(N/A)	$ 136,500.00	(N/A) ACCEPTED	
534	Goods	7452180451	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, DELIVERED, CENTRAL REGION	Central Region	Ton	6000	$ 62.50	(N/A)	$ 375,000.00	(N/A) ACCEPTED	
535	Goods	7452180512	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, PICK-UP, CENTRAL REGION	Central Region	Ton	300	$ 47.50	(N/A)	$ 14,250.00	(N/A) ACCEPTED	
536	Goods	7452180467	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, DELIVERED, CENTRAL REGION	Central Region	Ton	300	$ 64.50	(N/A)	$ 19,350.00	(N/A) ACCEPTED	
537	Goods	7452105560	74521	BINDER COURSE, STONE MATRIX ASPHALT - PICK-UP, CENTRAL REGION	Central Region	Ton	750	$ 61.00	(N/A)	$ 45,750.00	(N/A) ACCEPTED	
538	Goods	7452105154	74521	BINDER COURSE, STONE MATRIX ASPHALT - DELIVERED, CENTRAL REGION	Central Region	Ton	900	$ 74.00	(N/A)	$ 66,600.00	(N/A) ACCEPTED	
539	Goods	7452181562	74521	SURFACE COURSE, STONE MATRIX ASPHALT - PICK-UP, CENTRAL REGION	Central Region	Ton	750	$ 81.00	(N/A)	$ 60,750.00	(N/A) ACCEPTED	

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Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
540	Goods	7452181154	74521	SURFACE COURSE, STONE MATRIX ASPHALT - DELIVERED, CENTRAL REGION	Central Region	Ton	900	$ 94.00	(N/A)	$ 84,600.00	(N/A) ACCEPTED	
541	Goods	7452166456	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, PICK-UP, CENTRAL REGION	Central Region	Ton	7500	$ 63.00	(N/A)	$ 472,500.00	(N/A) ACCEPTED	
542	Goods	7452166411	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, DELIVERED, CENTRAL REGION	Central Region	Ton	7550	$ 76.00	(N/A)	$ 573,800.00	(N/A) ACCEPTED	
543	Goods	7452182491	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, PICK-UP, CENTRAL REGION	Central Region	Ton	750	$ 57.00	(N/A)	$ 42,750.00	(N/A) ACCEPTED	
544	Goods	7452182444	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, DELIVERED, CENTRAL REGION	Central Region	Ton	1500	$ 70.00	(N/A)	$ 105,000.00	(N/A) ACCEPTED	
545	Goods	7452175562	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - PICK-UP, CENTRAL REGION	Central Region	Ton	1500	$ 35.00	(N/A)	$ 52,500.00	(N/A) ACCEPTED	
546	Goods	7452175159	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - DELIVERED, CENTRAL REGION	Central Region	Ton	3000	$ 48.00	(N/A)	$ 144,000.00	(N/A) ACCEPTED	
547	Goods	7451456560	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP, CENTRAL REGION	Central Region	Ton	95400	$ 100.00	(N/A)	$ 9,540,000.00	(N/A) ACCEPTED	
548	Goods	7451456565	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, CENTRAL REGION	Central Region	Ton	2250	$ 100.00	(N/A)	$ 225,000.00	(N/A) ACCEPTED	
549	Goods	7451456152	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - DELIVERED, CENTRAL REGION	Central Region	Ton	23800	$ 138.00	(N/A)	$ 3,284,400.00	(N/A) ACCEPTED	
550	Goods	7455689161	74556	SEALER, JOINT, ASPHALT, HOT-POURED - DELIVERED, CENTRAL REGION	Central Region	Pound	2250	$ 6.00	(N/A)	$ 13,500.00	(N/A) ACCEPTED	
551	Goods	6301278746	63012	SURFACE TREATMENT, ASPHALT - SEALANT, COLORED, PICK-UP, CENTRAL REGION	Central Region	Gallon	450	$ 95.00	(N/A)	$ 42,750.00	(N/A) ACCEPTED	
552	Goods	6301278741	63012	SURFACE TREATMENT, ASPHALT - SEALER, COLORED, DELIVERED, CENTRAL REGION	Central Region	Gallon	450	$ 105.00	(N/A)	$ 47,250.00	(N/A) ACCEPTED	

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Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
553	Goods	7459901101	74599	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	Central Region	Each	22	$ 3200.00	(N/A)	$ 70,400.00	(N/A) ACCEPTED	
554	Goods	7459901111	74599	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	Central Region	Each	22	$ 4800.00	(N/A)	$ 105,600.00	(N/A) ACCEPTED	
555	Goods	9623905195	96239	HAULING SERVICES - HAULING BITUMINOIS MILLINGS FROM SITE TO PLANT, CENTRAL REGION	Central Region	Ton	100000	$ 26.00	(N/A)	$ 2,600,000.00	(N/A) ACCEPTED	
556	Goods	7451110101	74511	ASPHALT, PERVIOUS HOT MIX - PICK UP, CENTRAL REGION	Central Region	Ton	1000	$ 66.00	(N/A)	$ 66,000.00	(N/A) ACCEPTED	
557	Goods	7451110116	74511	ASPHALT, PERVIOUS HOT MIX - DELIVERED, CENTRAL REGION	Central Region	Ton	4000	$ 79.00	(N/A)	$ 316,000.00	(N/A) ACCEPTED	
558	Goods	7459901117	74599	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	Central Region	USD	1	$ 50.00	(N/A)	$ 50.00	(N/A) ACCEPTED	
559	Goods	7459901122	74599	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	Central Region	USD	1	$ 75.00	(N/A)	$ 75.00	(N/A) ACCEPTED	
560	Goods	7459901127	74599	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	Central Region	USD	1	$ 100.00	(N/A)	$ 100.00	(N/A) ACCEPTED	

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Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
561	Goods	7459901132	74599	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	Central Region	USD	1	$ 125.00	(N/A)	$ 125.00	(N/A) ACCEPTED	
616	Goods	7451455560	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP, CENTRAL REGION	Central Region	Ton	1500	$ 88.00	(N/A)	$ 132,000.00	(N/A) ACCEPTED	
617	Goods	7451455565	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM,CENTRAL REGION	Central Region	Ton	3000	$ 88.00	(N/A)	$ 264,000.00	(N/A) ACCEPTED	
618	Goods	7451455152	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - DELIVERED, CENTRAL REGION	Central Region	Ton	4500	$ 126.00	(N/A)	$ 567,000.00	(N/A) ACCEPTED	
626	Goods	7452179551	74521	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	Central Region	Ton	1000	$ 54.00	(N/A)	$ 54,000.00	(N/A) ACCEPTED	
627	Goods	7452179151	74521	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	Central Region	Ton	10000	$ 67.00	(N/A)	$ 670,000.00	(N/A) ACCEPTED	
628	Goods	7452179556	74521	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	Central Region	Ton	1000	$ 52.00	(N/A)	$ 52,000.00	(N/A) ACCEPTED	
629	Goods	7452179156	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), DELIVERED, CENTRAL REGION	Central Region	Ton	10000	$ 65.00	(N/A)	$ 650,000.00	(N/A) ACCEPTED	
638	Goods	7452179571	74521	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	Central Region	Ton	1000	$ 50.00	(N/A)	$ 50,000.00	(N/A) ACCEPTED	

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Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
639	Goods	7452179181	74521	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	Central Region	Ton	10000	$ 63.00	(N/A)	$ 630,000.00	(N/A) ACCEPTED	
640	Goods	7452179576	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), PICK-UP, CENTRAL REGION	Central Region	Ton	1000	$ 48.00	(N/A)	$ 48,000.00	(N/A) ACCEPTED	
641	Goods	7452179186	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), DELIVERED, CENTRAL REGION	Central Region	Ton	10000	$ 61.00	(N/A)	$ 610,000.00	(N/A) ACCEPTED	
					Group	Central Region	ACCEPTED	Total Group Extended Price		$ ~~42,074,400.00~~ 42,528,000.00		
10	Goods	7450857402	74508	ASPHALT PRIMER, EMULSIFIED - PICK-UP, NORTH REGION	North Region	Gallon	180500	$ 3.00	(N/A)	$ 541,500.00	(N/A) ACCEPTED	
20	Goods	7450857187	74508	ASPHALT PRIMER, EMULSIFIED - DELIVERED, NORTH REGION	North Region	Gallon	72000	$ 7.00	(N/A)	$ 504,000.00	(N/A) ACCEPTED	
30	Goods	7450857052	74508	ASPHALT PRIMER, EMULSIFIED - 5 GALLON BUCKET (DELIVERED), NORTH REGION	North Region	Each	750	$ 60.00	(N/A)	$ 45,000.00	(N/A) ACCEPTED	
40	Goods	7450857102	74508	ASPHALT PRIMER, EMULSIFIED - 55 GALLON DRUM (DELIVERED), NORTH REGION	North Region	Each	150	$ 900.00	(N/A)	$ 135,000.00	(N/A) ACCEPTED	
50	Goods	7451058562	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - PICK-UP, NORTH REGION	North Region	Gallon	225000	$ 3.05	(N/A)	$ 686,250.00	(N/A) ACCEPTED	
60	Goods	7451058152	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - DELIVERED, NORTH REGION	North Region	Gallon	90000	$ 7.05	(N/A)	$ 634,500.00	(N/A) ACCEPTED	
70	Goods	7452103582	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - PICK-UP, NORTH REGION	North Region	Ton	300	$ 35.00	(N/A)	$ 10,500.00	(N/A) ACCEPTED	
80	Goods	7452103157	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - DELIVERED, NORTH REGION	North Region	Ton	700	$ 51.00	(N/A)	$ 35,700.00	(N/A) ACCEPTED	
90	Goods	7452108557	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), PICK-UP, NORTH REGION	North Region	Ton	150000	$ 35.00	(N/A)	$ 5,250,000.00	(N/A) ACCEPTED	

Addendum #2

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Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup-%	Extended Price	Catalog # / ID, Date and Mfr	Comments
100	Goods	7452108152	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), DELIVERED, NORTH REGION	North Region	Ton	30000	$ 51.00	(N/A)	$ 1,530,000.00	(N/A) ACCEPTED	
130	Goods	7452109568	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, PICK-UP, NORTH REGION	North Region	Ton	3000	$ 35.00	(N/A)	$ 105,000.00	(N/A) ACCEPTED	
140	Goods	7452109157	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, DELIVERED, NORTH REGION	North Region	Ton	6000	$ 51.00	(N/A)	$ 306,000.00	(N/A) ACCEPTED	
150	Goods	7452109572	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, PICK-UP, NORTH REGION	North Region	Ton	300	$ 37.00	(N/A)	$ 11,100.00	(N/A) ACCEPTED	
160	Goods	7452109173	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, DELIVERED, NORTH REGION	North Region	Ton	600	$ 53.00	(N/A)	$ 31,800.00	(N/A) ACCEPTED	
170	Goods	7452106564	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, PICK-UP, NORTH REGION	North Region	Ton	150	$ 45.00	(N/A)	$ 6,750.00	(N/A) ACCEPTED	
180	Goods	7452106157	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, DELIVERED, NORTH REGION	North Region	Ton	300	$ 61.00	(N/A)	$ 18,300.00	(N/A) ACCEPTED	
190	Goods	7452179559	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, PICK-UP, NORTH REGION	North Region	Ton	105500	$ 43.50	(N/A)	$ 4,589,250.00	(N/A) ACCEPTED	
200	Goods	7452179162	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, DELIVERED, NORTH REGION	North Region	Ton	15100	$ 63.50	(N/A)	$ 958,850.00	(N/A) ACCEPTED	
210	Goods	7452179566	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, PICK-UP, NORTH REGION	North Region	Ton	75000	$ 43.00	(N/A)	$ 3,225,000.00	(N/A) ACCEPTED	
220	Goods	7452179176	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, DELIVERED, NORTH REGION	North Region	Ton	30000	$ 64.00	(N/A)	$ 1,920,000.00	(N/A) ACCEPTED	
230	Goods	7452180508	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, PICK-UP, NORTH REGION	North Region	Ton	3000	$ 45.50	(N/A)	$ 136,500.00	(N/A) ACCEPTED	
240	Goods	7452180452	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, DELIVERED, NORTH REGION	North Region	Ton	6000	$ 65.50	(N/A)	$ 393,000.00	(N/A) ACCEPTED	

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Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
250	Goods	7452180513	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, PICK-UP, NORTH REGION	North Region	Ton	300	$ 47.50	(N/A)	$ 14,250.00	(N/A) ACCEPTED	
260	Goods	7452180468	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, DELIVERED, NORTH REGION	North Region	Ton	300	$ 67.50	(N/A)	$ 20,250.00	(N/A) ACCEPTED	
270	Goods	7452105561	74521	BINDER COURSE, STONE MATRIX ASPHALT - PICK-UP, NORTH REGION	North Region	Ton	750	$ 61.00	(N/A)	$ 45,750.00	(N/A) ACCEPTED	
280	Goods	7452105155	74521	BINDER COURSE, STONE MATRIX ASPHALT - DELIVERED, NORTH REGION	North Region	Ton	900	$ 77.00	(N/A)	$ 69,300.00	(N/A) ACCEPTED	
290	Goods	7452181563	74521	SURFACE COURSE, STONE MATRIX ASPHALT - PICK-UP, NORTH REGION	North Region	Ton	750	$ 81.00	(N/A)	$ 60,750.00	(N/A) ACCEPTED	
300	Goods	7452181155	74521	SURFACE COURSE, STONE MATRIX ASPHALT - DELIVERED, NORTH REGION	North Region	Ton	900	$ 97.00	(N/A)	$ 87,300.00	(N/A) ACCEPTED	
310	Goods	7452166457	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, PICK-UP, NORTH REGION	North Region	Ton	7500	$ 63.00	(N/A)	$ 472,500.00	(N/A) ACCEPTED	
320	Goods	7452166412	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, DELIVERED, NORTH REGION	North Region	Ton	7550	$ 79.00	(N/A)	$ 596,450.00	(N/A) ACCEPTED	
330	Goods	7452182492	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, PICK-UP, NORTH REGION	North Region	Ton	750	$ 57.00	(N/A)	$ 42,750.00	(N/A) ACCEPTED	
340	Goods	7452182445	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, DELIVERED, NORTH REGION	North Region	Ton	1500	$ 73.00	(N/A)	$ 109,500.00	(N/A) ACCEPTED	
350	Goods	7452175563	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - PICK-UP, NORTH REGION	North Region	Ton	1500	$ 35.00	(N/A)	$ 52,500.00	(N/A) ACCEPTED	
360	Goods	7452175160	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - DELIVERED, NORTH REGION	North Region	Ton	3000	$ 51.00	(N/A)	$ 153,000.00	(N/A) ACCEPTED	
370	Goods	7451456561	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP, NORTH REGION	North Region	Ton	95400	$ 100.00	(N/A)	$ 9,540,000.00	(N/A) ACCEPTED	

Addendum #2

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
380	Goods	7451456566	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, NORTH REGION	North Region	Ton	2250	$ 100.00	(N/A)	$ 225,000.00	(N/A) ACCEPTED	
390	Goods	7451456153	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - DELIVERED, NORTH REGION	North Region	Ton	23800	$ 141.00	(N/A)	$ 3,355,800.00	(N/A) ACCEPTED	
400	Goods	7455689162	74556	SEALER, JOINT, ASPHALT, HOT-POURED - DELIVERED, NORTH REGION	North Region	Pound	2250	$ 6.00	(N/A)	$ 13,500.00	(N/A) ACCEPTED	
410	Goods	6301278747	63012	SURFACE TREATMENT, ASPHALT - SEALANT, COLORED, PICK-UP, NORTH REGION	North Region	Gallon	450	$ 95.00	(N/A)	$ 42,750.00	(N/A) ACCEPTED	
420	Goods	6301278742	63012	SURFACE TREATMENT, ASPHALT - SEALER, COLORED, DELIVERED, NORTH REGION	North Region	Gallon	450	$ 105.00	(N/A)	$ 47,250.00	(N/A) ACCEPTED	
430	Goods	7459901102	74599	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	North Region	Each	22	$ 3200.00	(N/A)	$ 70,400.00	(N/A) ACCEPTED	
440	Goods	7459901112	74599	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	North Region	Each	22	$ 4800.00	(N/A)	$ 105,600.00	(N/A) ACCEPTED	
450	Goods	9623905196	96239	HAULING SERVICES - HAULING BITUMINOIS MILLINGS FROM SITE TO PLANT, NORTH REGION	North Region	Ton	100000	$ 29.00	(N/A)	$ 2,900,000.00	(N/A) ACCEPTED	
460	Goods	7451110102	74511	ASPHALT, PERVIOUS HOT MIX - PICK UP, NORTH REGION	North Region	Ton	1000	$ 66.00	(N/A)	$ 66,000.00	(N/A) ACCEPTED	
470	Goods	7451110117	74511	ASPHALT, PERVIOUS HOT MIX - DELIVERED, NORTH REGION	North Region	Ton	4000	$ 82.00	(N/A)	$ 328,000.00	(N/A) ACCEPTED	
480	Goods	7459901118	74599	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	North Region	USD	1	$ 50.00	(N/A)	$ 50.00	(N/A) ACCEPTED	

City of Chicago
Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
490	Goods	7459901123	74599	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	North Region	USD	1	$ 75.00	(N/A)	$ 75.00	(N/A) ACCEPTED	
500	Goods	7459901128	74599	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	North Region	USD	1	$ 100.00	(N/A)	$ 100.00	(N/A) ACCEPTED	
510	Goods	7459901133	74599	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	North Region	USD	1	$ 125.00	(N/A)	$ 125.00	(N/A) ACCEPTED	
613	Goods	7451455561	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP, NORTH REGION	North Region	Ton	1500	$ 88.00	(N/A)	$ 132,000.00	(N/A) ACCEPTED	
614	Goods	7451455566	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, NORTH REGION	North Region	Ton	3000	$ 88.00	(N/A)	$ 264,000.00	(N/A) ACCEPTED	
615	Goods	7451455153	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - DELIVERED, NORTH REGION	North Region	Ton	3000	$ 129.00	(N/A)	$ 387,000.00	(N/A) ACCEPTED	
622	Goods	7452179550	74521	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	North Region	Ton	1000	$ 54.00	(N/A)	$ 54,000.00	(N/A) ACCEPTED	
623	Goods	7452179150	74521	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	North Region	Ton	10000	$ 70.00	(N/A)	$ 700,000.00	(N/A) ACCEPTED	

Addendum #2

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
624	Goods	7452179555	74521	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	North Region	Ton	1000	$ 52.00	(N/A)	$ 52,000.00	(N/A) ACCEPTED	
625	Goods	7452179155	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), DELIVERED, NORTH REGION	North Region	Ton	10000	$ 68.00	(N/A)	$ 680,000.00	(N/A) ACCEPTED	
634	Goods	7452179570	74521	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	North Region	Ton	1000	$ 50.00	(N/A)	$ 50,000.00	(N/A) ACCEPTED	
635	Goods	7452179180	74521	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	North Region	Ton	10000	$ 66.00	(N/A)	$ 660,000.00	(N/A) ACCEPTED	
636	Goods	7452179575	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), PICK-UP, NORTH REGION	North Region	Ton	1000	$ 48.00	(N/A)	$ 48,000.00	(N/A) ACCEPTED	
637	Goods	7452179185	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), DELIVERED, NORTH REGION	North Region	Ton	10000	$ 64.00	(N/A)	$ 640,000.00	(N/A) ACCEPTED	

Group **North Region** **Total Group Extended Price** $43,159,950.00 ACCEPTED

562	Goods	7450857403	74508	ASPHALT PRIMER, EMULSIFIED - PICK-UP, SOUTH REGION	South Region	Gallon	180500	$ 3.00	(N/A)	$ 541,500.00	(N/A) ACCEPTED	
563	Goods	7450857188	74508	ASPHALT PRIMER, EMULSIFIED - DELIVERED, SOUTH REGION	South Region	Gallon	72000	$ 7.00	(N/A)	$ 504,000.00	(N/A) ACCEPTED	
564	Goods	7450857053	74508	ASPHALT PRIMER, EMULSIFIED - 5 GALLON BUCKET (DELIVERED), SOUTH REGION	South Region	Each	750	$ 60.00	(N/A)	$ 45,000.00	(N/A) ACCEPTED	
565	Goods	7450857103	74508	ASPHALT PRIMER, EMULSIFIED - 55 GALLON DRUM (DELIVERED), SOUTH REGION	South Region	Each	150	$ 900.00	(N/A)	$ 135,000.00	(N/A) ACCEPTED	

Addendum #2

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
566	Goods	7451058563	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - PICK-UP, SOUTH REGION	South Region	Gallon	225000	$ 3.05	(N/A)	$ 686,250.00	(N/A) ACCEPTED	
567	Goods	7451058153	74510	ASPHALT PRIMER, EMULSIFIED MODIFIED (W/POLYMER) - DELIVERED, SOUTH REGION	South Region	Gallon	90000	$ 7.05	(N/A)	$ 634,500.00	(N/A) ACCEPTED	
568	Goods	7452103563	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - PICK-UP, SOUTH REGION	South Region	Ton	300	$ 35.00	(N/A)	$ 10,500.00	(N/A) ACCEPTED	
569	Goods	7452103158	74521	BASE COURSE, BITUMINOUS (SUPERPAVE) - DELIVERED, SOUTH REGION	South Region	Ton	700	$ 56.00	(N/A)	$ 39,200.00	(N/A) ACCEPTED	
570	Goods	7452108558	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), PICK-UP, SOUTH REGION	South Region	Ton	150000	$ 35.00	(N/A)	$ 5,250,000.00	(N/A) ACCEPTED	
571	Goods	7452108153	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0L, N30 (LOW ESAL), DELIVERED, SOUTH REGION	South Region	Ton	30000	$ 56.00	(N/A)	$ 1,680,000.00	(N/A) ACCEPTED	
574	Goods	7452109569	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, PICK-UP, SOUTH REGION	South Region	Ton	3000	$ 35.00	(N/A)	$ 105,000.00	(N/A) ACCEPTED	
575	Goods	7452109158	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N50, DELIVERED, SOUTH REGION	South Region	Ton	6000	$ 56.00	(N/A)	$ 336,000.00	(N/A) ACCEPTED	
576	Goods	7452109573	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, PICK-UP, SOUTH REGION	South Region	Ton	300	$ 37.00	(N/A)	$ 11,100.00	(N/A) ACCEPTED	
577	Goods	7452109174	74521	BINDER COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - IL-19.0, N70, DELIVERED, SOUTH REGION	South Region	Ton	600	$ 58.00	(N/A)	$ 34,800.00	(N/A) ACCEPTED	
578	Goods	7452106565	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, PICK-UP, SOUTH REGION	South Region	Ton	150	$ 45.00	(N/A)	$ 6,750.00	(N/A) ACCEPTED	
579	Goods	7452106158	74521	BINDER COURSE, BITUMINOUS CONCRETE, POLYMERIZED (SUPERPAVE) - IL-19.0, N90, DELIVERED, SOUTH REGION	South Region	Ton	300	$ 66.00	(N/A)	$ 19,800.00	(N/A) ACCEPTED	
580	Goods	7452179560	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, PICK-UP, SOUTH REGION	South Region	Ton	105500	$ 43.50	(N/A)	$ 4,589,250.00	(N/A) ACCEPTED	

Addendum #2

City of Chicago

PU085C

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
581	Goods	7452179163	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX C, N30, DELIVERED, SOUTH REGION	South Region	Ton	15100	$ 68.50	(N/A)	$ 1,034,350.00	(N/A) ACCEPTED	
582	Goods	7452179567	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, PICK-UP, SOUTH REGION	South Region	Ton	75000	$ 43.00	(N/A)	$ 3,225,000.00	(N/A) ACCEPTED	
583	Goods	7452179177	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30, DELIVERED, SOUTH REGION	South Region	Ton	30000	$ 69.00	(N/A)	$ 2,070,000.00	(N/A) ACCEPTED	
584	Goods	7452180509	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, PICK-UP, SOUTH REGION	South Region	Ton	3000	$ 45.50	(N/A)	$ 136,500.00	(N/A) ACCEPTED	
585	Goods	7452180453	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N50, DELIVERED, SOUTH REGION	South Region	Ton	6000	$ 70.50	(N/A)	$ 423,000.00	(N/A) ACCEPTED	
586	Goods	7452180514	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, PICK-UP, SOUTH REGION	South Region	Ton	300	$ 47.50	(N/A)	$ 14,250.00	(N/A) ACCEPTED	
587	Goods	7452180469	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE) - MIX D, N70, DELIVERED, SOUTH REGION	South Region	Ton	300	$ 72.50	(N/A)	$ 21,750.00	(N/A) ACCEPTED	
588	Goods	7452105562	74521	BINDER COURSE, STONE MATRIX ASPHALT - PICK-UP, SOUTH REGION	South Region	Ton	750	$ 61.00	(N/A)	$ 45,750.00	(N/A) ACCEPTED	
589	Goods	7452105156	74521	BINDER COURSE, STONE MATRIX ASPHALT - DELIVERED, SOUTH REGION	South Region	Ton	900	$ 82.00	(N/A)	$ 73,800.00	(N/A) ACCEPTED	
590	Goods	7452181564	74521	SURFACE COURSE, STONE MATRIX ASPHALT - PICK-UP, SOUTH REGION	South Region	Ton	750	$ 81.00	(N/A)	$ 60,750.00	(N/A) ACCEPTED	
591	Goods	7452181156	74521	SURFACE COURSE, STONE MATRIX ASPHALT - DELIVERED, SOUTH REGION	South Region	Ton	900	$ 102.00	(N/A)	$ 91,800.00	(N/A) ACCEPTED	
592	Goods	7452166458	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, PICK-UP, SOUTH REGION	South Region	Ton	7500	$ 63.00	(N/A)	$ 472,500.00	(N/A) ACCEPTED	
593	Goods	7452166413	74521	CONCRETE MIXTURE, BITUMINOUS POLYMERIZED (SUPERPAVE) - IL-4.75, N50, DELIVERED, SOUTH REGION	South Region	Ton	7550	$ 84.00	(N/A)	$ 634,200.00	(N/A) ACCEPTED	

Addendum #2

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
594	Goods	7452182493	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, PICK-UP, SOUTH REGION	South Region	Ton	750	$ 57.00	(N/A)	$ 42,750.00	(N/A) ACCEPTED	
595	Goods	7452182446	74521	SURFACE COURSE, POLYMERIZED BITUMINOUS CONCRETE - SUPERPAVE, MIX E, N90, DELIVERED, SOUTH REGION	South Region	Ton	1500	$ 78.00	(N/A)	$ 117,000.00	(N/A) ACCEPTED	
596	Goods	7452175564	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - PICK-UP, SOUTH REGION	South Region	Ton	1500	$ 35.00	(N/A)	$ 52,500.00	(N/A) ACCEPTED	
597	Goods	7452175161	74521	SHOULDERS, BITUMINOUS (SUPERPAVE) - DELIVERED, SOUTH REGION	South Region	Ton	3000	$ 56.00	(N/A)	$ 168,000.00	(N/A) ACCEPTED	
598	Goods	7451456562	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP, SOUTH REGION	South Region	Ton	95400	$ 100.00	(N/A)	$ 9,540,000.00	(N/A) ACCEPTED	
599	Goods	7451456567	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, SOUTH REGION	South Region	Ton	2250	$ 100.00	(N/A)	$ 225,000.00	(N/A) ACCEPTED	
600	Goods	7451456154	74514	BITUMINOUS MATERIALS, HIGH PERFORMANCE COLD PATCH ASPHALT - DELIVERED, SOUTH REGION	South Region	Ton	23800	$ 146.00	(N/A)	$ 3,474,800.00	(N/A) ACCEPTED	
601	Goods	7455689163	74556	SEALER, JOINT, ASPHALT, HOT-POURED - DELIVERED, SOUTH REGION	South Region	Pound	2250	$ 6.00	(N/A)	$ 13,500.00	(N/A) ACCEPTED	
602	Goods	6301278748	63012	SURFACE TREATMENT, ASPHALT - SEALANT, COLORED, PICK-UP, SOUTH REGION	South Region	Gallon	450	$ 95.00	(N/A)	$ 42,750.00	(N/A) ACCEPTED	
603	Goods	6301278743	63012	SURFACE TREATMENT, ASPHALT - SEALER, COLORED, DELIVERED, SOUTH REGION	South Region	Gallon	450	$ 105.00	(N/A)	$ 47,250.00	(N/A) ACCEPTED	
604	Goods	7459901103	74599	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	South Region	Each	22	$ 3200.00	(N/A)	$ 70,400.00	(N/A) ACCEPTED	

Addendum #2

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
605	Goods	7459901113	74599	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	South Region	Each	22	$ 4800.00	(N/A)	$ 105,600.00	(N/A) ACCEPTED	
606	Goods	9623905197	96239	HAULING SERVICES - HAULING BITUMINOIS MILLINGS FROM SITE TO PLANT, SOUTH REGION	South Region	Ton	100000	$ 34.00	(N/A)	$ 3,400,000.00	(N/A) ACCEPTED	
607	Goods	7451110103	74511	ASPHALT, PERVIOUS HOT MIX - PICK UP, SOUTH REGION	South Region	Ton	1000	$ 66.00	(N/A)	$ 66,000.00	(N/A) ACCEPTED	
608	Goods	7451110118	74511	ASPHALT, PERVIOUS HOT MIX - DELIVERED, SOUTH REGION	South Region	Ton	4000	$ 87.00	(N/A)	$ 348,000.00	(N/A) ACCEPTED	
609	Goods	7459901119	74599	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	South Region	USD	1	$ 50.00	(N/A)	$ 50.00	(N/A) ACCEPTED	
610	Goods	7459901124	74599	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	South Region	USD	1	$ 75.00	(N/A)	$ 75.00	(N/A) ACCEPTED	
611	Goods	7459901129	74599	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	South Region	USD	1	$ 100.00	(N/A)	$ 100.00	(N/A) ACCEPTED	
612	Goods	7459901134	74599	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	South Region	USD	1	$ 125.00	(N/A)	$ 125.00	(N/A) ACCEPTED	

City of Chicago

Catalog RFQ - Lines by Group

PU085C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
619	Goods	7451455562	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP, SOUTH REGION	South Region	Ton	1500	$ 88.00	(N/A)	$ 132,000.00	(N/A) ACCEPTED	
620	Goods	7451455567	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - PICK-UP 10 TON MINIMUM, SOUTH REGION	South Region	Ton	3000	$ 88.00	(N/A)	$ 264,000.00	(N/A) ACCEPTED	
621	Goods	7451455154	74514	BITUMINOUS MATERIALS, COLD PATCH ASPHALT - DELIVERED, SOUTH REGION	South Region	Ton	3000	$ 134.00	(N/A)	$ 402,000.00	(N/A) ACCEPTED	
630	Goods	7452179552	74521	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	South Region	Ton	1000	$ 54.00	(N/A)	$ 54,000.00	(N/A) ACCEPTED	
631	Goods	7452179152	74521	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	South Region	Ton	10000	$ 75.00	(N/A)	$ 750,000.00	(N/A) ACCEPTED	
632	Goods	7452179557	74521	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	South Region	Ton	1000	$ 52.00	(N/A)	$ 52,000.00	(N/A) ACCEPTED	
642	Goods	7452179572	74521	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	South Region	Ton	1000	$ 52.00	(N/A)	$ 52,000.00	(N/A) ACCEPTED	
643	Goods	7452179182	74521	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	South Region	Ton	10000	$ 71.00	(N/A)	$ 710,000.00	(N/A) ACCEPTED	
644	Goods	7452179577	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), PICK-UP, SOUTH REGION	South Region	Ton	1000	$ 50.00	(N/A)	$ 50,000.00	(N/A) ACCEPTED	
645	Goods	7452179187	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5LC, MIX "C", N30 WITH GTR (PG 64-22 MODIFIED), DELIVERED, SOUTH REGION	South Region	Ton	10000	$ 69.00	(N/A)	$ 690,000.00	(N/A) ACCEPTED	

City of Chicago

Catalog RFQ - Lines by Group

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
				Group	South Region		Total Group Extended Price			$		
633	Goods	7452179157	74521	SURFACE COURSE, BITUMINOUS CONCRETE (SUPERPAVE), LOW ESAL - IL-9.5L, MIX "C", N30 (LOW ESAL) WITH GTR (PG 64-22 MODIFIED), DELIVERED, SOUTH REGION	South Section	Ton	10000	$ 73,00	(N/A)	$ 730,000.00	(N/A) ACCEPTED	ACCEPTED
				Group	South Section	ACCEPTED	Total Group Extended Price			$ 44,532,200.00		
						ACCEPTED	Total Price			$ 129,766,550.00		

Addendum #2

14. ADDITIONAL PROPOSAL INFORMATION

14.1. PERSON TO CONTACT REGARDING BID:

NAME: Anne Bigane Wilson PHONE (312) 738-0600

ADDRESS: 935 W. Chestnut, Ste 203

Chicago, IL 60622

14.2. INDICATE IF YOU ARE:

MANUFACTURER:	YES: X	NO:
EXCLUSIVE DISTRIBUTOR*:	YES:	NO:
AUTHORIZED IDSTRIBUTOR*:	YES:	NO:

If an exclusive or authorized distributor, of the proposer manufacturer, the bidder must attach to the bid current written documentation from the manufacturer verifying bidder's status.

MANUFACTURER'S NAME: Ogden Avenue Materials, Inc

ADDRESS: 931 N Ogden Ave

Chicago, IL 60622

PHONE: (312) 738-0600

14.3. LOCATION OF FACILITY WHERE IVENTORY IS MAINTAINED:

ADDRESS: 1) 931 N Ogden, Chicago, IL 60622

2) 3741 S. Pulaski, Chicago, IL 60623

PHONE: (312) 738-0600

14.4. ON-LINE ORDERING INFORMATION

The City of Chicago utilized the Oracle Financial Management Procurement System (FMPS).
Is your company compatible? ____ Yes X No

If not, what is software procurement system does your company utilize?

NA

Does your company have On-line Catalog? ____ Yes X No

If so, what is your email address: _____

_____

_____

_____

14.5. TEXT FILE

Is a Text File Catalog included with your bid? _____ Yes X No

14.6. EXCEPTIONS (EXPLAIN):

_____

_____

_____

_____

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into as of this 15th day of February, 2011, by and between Ogden Avenue Materials, Inc. & Reliable Asphalt Corp. Joint Venture ("Ogden Reliable JV" or "Contractor") and the City of Chicago ("City"), acting through its Department of Transportation and its Department of Law (the City and Ogden Reliable JV being the "Parties").

RECITALS

WHEREAS, the City is a home rule unit of government as defined in Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Ogden Reliable JV is a joint venture formed between Ogden Avenue Materials, Inc., an Illinois corporation, and Reliable Asphalt Corporation, an Illinois Corporation; and

WHEREAS, the Parties entered into a contract dated March 11, 2008, P.O. No. 17005, for the supply to the City of asphalt primers, hot mix asphalt, high-performance cold patch, hot-pour joint sealer and colored asphalt surface treatment, for a term of three years ("Contract"); and

WHEREAS, the Contract included a price escalation provision set out in Section 3.18 Price Escalation of the Contract; and

WHEREAS, Addendum No. 1 to the Contract was issued by the City, which includes a Price Escalation Clause (Section 3.18, a copy of which is attached as Exhibit A to this Agreement), which replaces the price escalation provision included in the Contract; and

WHEREAS, the Addendum No. 1 Price Escalation Clause provides that at the beginning of Contract Year 2, at the beginning of Contract Year 3, and at the beginning of each extension year (if any) Ogden Reliable JV is eligible for a price adjustment to its originally bid pricing; and

WHEREAS, the Addendum No. 1 Price Escalation Clause lays out the terms of the price adjustment in both a narrative, meaning the first four paragraphs in the Addendum No. 1 Price Escalation Clause ("Narrative"), and an illustration, meaning the last three paragraphs in the Addendum No. 1 Price Escalation Clause, starting with the paragraph labeled "ILLUSTRATION:" ("Illustration"); and

WHEREAS, the calculation for determining the price adjustment described in the Narrative differs from the calculation set out in the Illustration; and

WHEREAS, at the beginning of Contract Year 2, Ogden Reliable JV relied on the Illustration and the City on the Narrative in determining the price adjustment

applicable to Contract Year 2 pricing, and thereby the Parties achieved different price adjustment results; and

WHEREAS, the City's calculation resulted in a price decrease of five percent (5%) and Ogden Reliable JV's calculation resulted in a price increase of twenty-three percent (23%); and

WHEREAS, the City implemented the price adjustment it calculated and decreased by five percent (5%) all payments made to Contractor during Contract Year 2; and

WHEREAS, with respect to Contract Year 2, Contractor contested such price decrease premised on the Narrative, and further demanded a 23% price increase to originally bid prices based on Contractor's reliance on the Illustration (the "Price Adjustment Dispute"); and

WHEREAS, the City and Ogden Reliable JV wish to settle, compromise and resolve any and all disputes related to the Price Adjustment Dispute; and

WHEREAS, the Parties have negotiated a settlement whereby the Parties agree that (1) the City will refund Ogden Reliable JV the amounts the City deducted from payments to Ogden Reliable JV during Contract Year 2 attributable to the five percent price adjustment decrease, (2) originally bid prices will control during Contract Year 2, and (3) the Narrative will control matters relating to price adjustments, which will be applicable to Contract Year 3 and any extension years; and

WHEREAS, the parties acknowledge and agree that this settlement is not an admission of liability by or on the part of any party or an acknowledgement of the accuracy of the other party's interpretation of the Contract, and further acknowledge and agree that the settlement is made to resolve this issue expeditiously and to avoid the cost and uncertainty of the outcome of litigation; and

WHEREAS, the parties acknowledge that this Agreement shall be a complete release and settlement of all claims, disputes, and all causes of action and requests for additional payment or any monetary or other relief relating to the Price Adjustment Dispute; and

WHEREAS, Ogden Reliable JV acknowledges that the Contract has not been completed and closed out, and the City reserves its rights to bring any other causes of action, including but not limited to breaches of contract and any other claims allowable under law as they relate to the Contract;

NOW, THEREFORE, in consideration of the promises, covenants, and obligations of the parties as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. **Recitals.** The foregoing Recitals are hereby incorporated herein as stipulations and agreements of the parties as between themselves and for the purposes of this Agreement.

2. **Definitions.** All terms not specifically defined in this Agreement shall have the meanings set forth in the Contract.

3. **Refund in Contract Year 2.** As pertains to Contract Year 2, the Parties agree that the City shall refund Ogden Reliable JV, the sum of $609,979.30 in complete satisfaction of all of Ogden Reliable JV's claims relating to the Price Adjustment Dispute ("Settlement Amount").

4. **Narrative Controls:** This Settlement represents the express written agreement by the parties to interpret the Addendum No. 1 Price Escalation Clause such that the Narrative controls price adjustments implemented pursuant to this Addendum No. 1 Price Escalation Clause and such that the Illustration will be given no effect by the Parties with respect to Contract Year 3 and future years (if the City exercises the extension options in the Contract).

5. **Contract Year 2 Pricing:** The Parties agree that with respect to Contract Year 2, originally bid prices will apply, without adjustment pursuant to the Price Escalation Clause.

6. **Price Adjustment for Contract Year 3:** Based on the Narrative, the Parties agree that a price adjustment in the amount of four percent (4%) increase will apply to payments City makes to Contractor in Contract Year 3, commencing on March 1, 2010, through February 28, 2011.

7. **Source of Funds for Payment.** The source of the funds for payment of the Settlement Amount is Fund number 01-0310-84-2155-0101-0340.

8. **Release.** In consideration of this Agreement, and the monies paid pursuant to this Agreement, Ogden Reliable JV, on its own behalf and on behalf of its officers, employees, agents, representatives, and attorneys, hereby releases, waives and discharges all claims, demands, disputes, and all causes of action and requests for additional payment or any monetary or other relief relating to the Price Adjustment Dispute, whether known or unknown, which have been brought or could have been brought by Ogden Reliable JV or on its behalf against the City and the City's future, current, or former officers, agents, employees, attorneys, and other representatives (collectively, "Waiver and Release").

9. **No Admission of Wrongdoing.** This Agreement shall not in any way be construed as an admission of fault or liability on the part of either of the parties, which expressly deny any fault or wrongdoing. Further, nothing hereunder shall

be construed as an agreement to toll any applicable statue of limitations. It is understood and agreed that the terms of this Agreement have been made solely to accomplish an expeditious resolution and settlement of the matter in controversy between the parties and for no other purpose.

10. **Contract Provisions Not Affected.** Except as expressly provided herein, this Agreement shall not affect or modify in any way any requirements or obligations of Ogden Reliable JV under the Contract.

11. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties solely with respect to the Price Adjustment Dispute, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the Price Adjustment Dispute.

12. **Joint Participation.** The parties warrant and represent that they have each knowingly and voluntarily entered into this Agreement following consultation with their respective legal counsel, and participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13. **Advice of Counsel.** In entering into this Agreement, Ogden Reliable JV and the City represent that each has relied upon the advice of its attorney, who is the attorney of its choice, and that the terms of this Agreement have been interpreted and explained by its attorney, and that these terms are fully understood and voluntarily accepted by Ogden Reliable JV and the City.

14. **Binding Nature of Agreement.** The parties understand and agree that this Agreement will inure to the benefit of and be binding upon both of the parties, their executors, administrators, receivers, successors, predecessors and assigns.

15. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles and transmitted copies of signed counterparts of this Agreement shall be deemed to be authentic and valid.

16. **Controlling Law.** This Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with the laws of the State of Illinois.

17. **Venue.** The venue of any action commenced for the purposes of interpretation, implementation and/or enforcement of the terms and conditions of this Agreement shall be the Circuit Court of Cook County, Illinois.

18. **No Third Party Rights.** Nothing in this Agreement is intended or shall be interpreted to confer any rights, privileges or rights of action of any kind upon any person or entity not a party to this Agreement, or to effectuate a release by the parties of any claims or causes of action that either party has or may have against any person or entity not a party to this Agreement.

19. **Modifications.** This Agreement may not be altered, amended, changed, terminated, or modified in any respect without the express written consent of the parties hereto.

20. **Authority.** Ogden Reliable JV and the City represent that the person(s) signing this Agreement on their behalf has the authority to execute this document and thereby bind Ogden Reliable JV and the City, respectively.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed as of the day and year first indicated above, with the Agreement becoming effective upon the date on which the signature of the final party is affixed.

Ogden Avenue Materials, Inc.
& Reliable Asphalt Corp. Joint Venture

By: _____
Print Name: Anne Bigane Wilson
President, Ogden Avenue Materials, Inc.

Dated: 5/10/11

By: _____
Print Name: William Haworth
President, Reliable Asphalt Corp.

Dated: 5-11-11

City of Chicago
Department of Transportation

By: _____
Bobby Ware
Commissioner, Chicago Department of Transportation

Dated: _____

Mara Georges, Corporation Counsel, Department of Law

By: _____
Diane M. Pezanoski,
Deputy Corporation Counsel

Dated: _____

Jamie Rhee, Chief Procurement Officer

_____

18. **No Third Party Rights.** Nothing in this Agreement is intended or shall be interpreted to confer any rights, privileges or rights of action of any kind upon any person or entity not a party to this Agreement, or to effectuate a release by the parties of any claims or causes of action that either party has or may have against any person or entity not a party to this Agreement.

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IN WITNESS HEREOF, the parties have caused this Agreement to be signed as of the day and year first indicated above, with the Agreement becoming effective upon the date on which the signature of the final party is affixed.

Ogden Avenue Materials, Inc.
& Reliable Asphalt Corp. Joint Venture

By: _____
Print Name: ANNE BIGANE WILSON
President, Ogden Avenue Materials, Inc.

Dated: 07/29/11

By: _____
Print Name: William E. Hancock
President, Reliable Asphalt Corp.

Dated: 07/27/11

City of Chicago

Department of Transportation

By: _____
Gabe Klein
Commissioner, Chicago Department of Transportation
Dated: _____

Stephen Patton, Corporation Counsel, Department of Law

_____
Dated: 7/27/11

Department of Procurement Services

By: _____
Jamie Rhee
Chief Procurement Officer
Dated: 6/27/11

Modification Summary Report

Contract (PO) Number: 17005

Modification Revision Number: 5

Specification Number: 33355A

Name of Contractor: OGDEN CONST & RELIABLE ASPHALT

City Department: CHICAGO DEPARTMENT OF TRANSPORTATION

Title of Contract: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

Mod Req Number	Mod Reason	Description
54292		Time Extension Spec # 33355A PO # 17005 Ogden Construction & Reliable Asphalt

Term of Contract: Start Date: 3/1/2008

End Date: 2/28/2012

Procurement Services Contact Person: LARRY WASHINGTON

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

Vendor Number: 1071961

Submission Date:

2.28.11

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)
http://www.cityofchicago.org

Ms. Ann Bigane Wilson
Ogden Construction/Reliable Asphalt J.V.
935 West Chestnut St. – Suite 203
Chicago, IL 60642

Subject:	Asphalt Primers, Hot Mix Asphalt, High-Performance, Cold Patch. Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment
Specification Number:	33355A
Contract Number:	17005
Modification Number:	54292
Re:	Twelve (12) Month Time Extension

Dear Ms. Wilson:

This is to advise you that the City of Chicago elects to extend the above-referenced contract for twelve (12) months under the same terms and conditions as the original contract, all in accordance with the provisions in Section 3.17 entitled Contract Extension Option. The extension will start March 1, 2011 and end February 28, 2012.

Your contract requires that you notify the City of any changes in ownership. Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is: https://webapps.cityofchicago.org/EDSWeb

Furthermore, please transmit a current certificate of insurance as required by your contract. Submit these documents to Larry L. Washington, Contract Administrator, within thirty (30) days of receipt of this letter.

If you have any questions concerning this matter, please contact Larry L. Washington, Contract Administrator, at 312-744-8981, larry.washington@cityofchicago.org.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/llw

cc: File (Specification No.: (33355A)
Fred Roberson, CDOT
L. Washington, Dept. of Procurement Services

NEIGHBORHOODS

BUILDING CHICAGO TOGETHER

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 20515
Certificate Printed on: 02/09/2011

Date of This Filing:02/09/2011 01:44 PM
Original Filing Date:02/09/2011 01:44 PM

Disclosing Party: Ogden Avenue Materials / Reliable Asphalt Corporation Joint Venture
Filed by: Mr. William E Haworth

Title:Manager

Matter: Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot Pour Joint Sealer and Colored Asphalt Surface Treatment
Applicant: Ogden Avenue Materials / Reliable Asphalt Corporation Joint Venture
Specification #: 33355A
Contract #: 17005

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

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

Modification Summary Report

Contract (PO) Number: 17005

Modification Revision Number: 6

Specification Number: 33355A

Name of Contractor: OGDEN CONST & RELIABLE ASPHALT

City Department: CHICAGO DEPARTMENT OF TRANSPORTATION

Title of Contract: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

Mod Req Number	Mod Reason	Description
61831		Line Item Addition Spec # 33355A PO # 17005 Ogden Construction

Term of Contract: Start Date: 3/1/2008

End Date: 2/29/2012

Procurement Services Contact Person: LARRY WASHINGTON

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

Vendor Number: 1071961

Submission Date: SEP 9 2011

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
CONTRACT MODIFICATON

Specification No.: 33355A **Contract No.:** 17005
Contractor: Ogden Construction/Reliable Asphalt (J.V.) **Vendor No.:** 1071961 A
Modification No.: 61831
Original Contract Award: $130,220,150.00 D.U.R.,
Current Contract Value: $130,220,150.00 D.U.R.
Plus: $1,188,000.00 D.U.R.,
Adjusted Contract Value: $131,408,150.00 D.U.R.,

This "Modification" is made, entered into and upon execution, with all signatures required by law, by and between the CITY OF CHICAGO ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Chicago Department of Transportation ("Department"), at Chicago, Illinois, and Ogden Construction/Reliable Asphalt (J.V.) ("Contractor").

WHEREAS, the CITY and CONTRACTOR have heretofore entered into an agreement for 'Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot-Pour Joint Sealer and Colored Asphalt Surface Treatment' (the "Services") dated the 1st day of March 2008 (hereinafter referred to as the Contract) whereby the Contractor provides certain 'Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot –Pour Joint Sealer and Colored Asphalt Surface Treatment' therein set forth for the City; and

The parties agree as follows:

TERMS AND CONDITIONS

The following additional and revised terms comply with the terms and conditions and are hereby incorporated into the above referenced contract.

The purpose of this Modification is to amend the Contract, pursuant to Section 3.19 "Unspecified Primers, Asphalt, Cold Patch, Sealer or Treatment", of the Contract by adding three (3) additional line items:

DESCRIPTION	PRICE/PER GALLON	Estimated Quantities
HFE-90 Liquid AC Emulsion	$9.00	44,000 delivered to the North District Yard (Bosworth)
HFE-90 Liquid AC Emulsion	$9.00	44,000 delivered to the Central District Yard (Pershing)
HFE-90 Liquid AC Emulsion	$9.00	44,000 delivered to the South District Yard (103rd)

AUDITS

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than five percent (5%) of the total value, based on the Contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing five percent (5%) or more of the total value, based on the Contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with A or B above is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

DISPUTES

Except as otherwise provided in this Contract, Contractor must and the City may bring any dispute arising under this Contract which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago Illinois, 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

AIRPORT SECURITY RULES AND REGULATIONS

Aviation Security

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other

applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges section below.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

General Requirements Regarding Airport Operations

Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower. Use of the airport for air transportation takes precedence over all of Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

If Contractor requires interruption of airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, Contractor must request the Deputy Commissioner in charge of the project to provide specific requirements and/or instructions which are applicable to the particular work site areas, including but not limited to areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractor must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint. Contractor

must not permit or allow its employees, Subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractor must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

Any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to FAA Advisory Circular 150/5345-43E, Specification of Obstruction Lighting Equipment. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and during daylight periods when aircraft ceiling is below 500 feet and visibility is less than five (5) miles. Information on ceiling and visibility may be obtained by Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask Contractor to post obstruction lights.

For any work on the airfield, Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size two feet by three feet (2' x 3') for hand use, and one size three feet by five feet (3' x 5') in length. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all Subcontractors, material men, laborers, invitees and all other persons under Contractor's control, is grounds for the Chief Procurement Officer to declare an event of default and terminate this Contract immediately.

Airport Security Badges

Contractor must obtain from the airport badging office Airport Security Badges for any person working at the airport on Contractor's behalf. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver's Licenses and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). Contractor is responsible for requesting and completing the form for each person who will be working at the Airport on Contractor's behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and

have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. Contractor must make available to the Commissioner, within one day of request, the personnel file of any person who will be working on the project.

In order for a person to have an Airport Security Badge, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on any person working on its behalf.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver's Licenses must be adhered to:

- All individuals must wear and display their Airport Security Badges on their outer apparel at all times while at the airport.

- All individuals operating a vehicle on the Aircraft Operations Area ("AOA") must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver's License. Each individual operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.

- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.

- Individuals must remain within their assigned areas and haul routes unless otherwise instructed by the Department of Aviation.

Contractor's personnel who function as supervisors, and those that escort Contractor's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

CHICAGO LIVING WAGE

A. Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

   1. If Contractor has twenty-five (25) or more full-time employees, and

   2. If at any time during the performance of this Contract, Contractor and/or any

Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then

3. Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Contract.

B. Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Contract when the conditions set forth in 1.a. and 1.b. above are met, and will continue until the end of the term of this Contract.

C. As of July 1, 2011, the Base Wage will be $11.18 per hour. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

D. Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.

E. Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections 1-4 above do not apply.

PROHIBITION ON CERTAIN CONTRIBUTIONS -Mayoral Executive Order No. 05-1

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
   a. joint ownership of a motor vehicle;
   b. a joint credit account;
   c. a joint checking account;
   d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

SECTION 11-4-1600(E) OF THE MUNICIPAL CODE OF CHICAGO

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

FEDERAL TERRORIST (NO-BUSINESS) LIST

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S.

Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

FIRMS OWNED OR OPERATED BY INDIVIDUALS WITH DISABILITIES

The City encourages contractors to use subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

Except as herein modified all other terms and conditions of said Contract as heretofore approved shall remain unchanged and in full force and effect.

Execution of this Modification by Contractor is duly authorized by Contractor, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Modification, including each and every representation, certification, and warranty contained herein, or as may be required by the terms and conditions hereof.

SUBCONTRACTOR PAYMENTS

Contractor must submit a status report of Subcontractor payments monthly for the life of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at:

http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The form must be received by the tenth (10th) calendar day of each month. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

(i) Total amount invoiced by the Contractor for the prior month;
(ii) The name of each particular Subcontractor or supplier utilized during the prior month;
(iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this contract;
(iv) The vendor/supplier number of each Subcontractor or supplier;
(v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its services, or provided specified materials in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

ELECTRONIC ORDERING AND INVOICES

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor will accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor will provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services.

The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

PARTICIPATION BY OTHER LOCAL GOVERNMENT AGENCIES

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

FALSE STATEMENTS

False statements made in connection with this Agreement, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or contract documents constitute a material breach of the Agreement. Any such misrepresentation renders the Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing a such misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to Chicago Municipal Ordinance 1-21-010.

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.

IN WITNESS WHEREOF, the City of Chicago and Contractor have executed this Modification Agreement as of the date written herein.

Contract No.: 17005

Specification No.: 33355A

Amend. / Mod. No.: 61831

Vendor Name: Ogden Construction/ Reliable Asphalt J.V.

Total Amount (Value): $1,188,000.00 D.U.R.

Fund Chargeable: 01-011-0400-84-2015-0140

Ogden Construction

By: _____

Its: _____

Attest: _____

Reliable Asphalt

By: W Hawoth

Its: Pres

Attest: Robert Soltis Asst Secretary

State of ILLINOIS

County of Cook.

This instrument was acknowledged before me on this 3rd day of August, 2011 by William E. Hayworth as President (or other authorized officer) and Robert Soltis as Asst. Secretary of Reliable Asphalt Corporation. (Corporation Name).

(Seal)

Brenita B. Strong

Notary Public Signature

Commission Expires: 1/25/14

OFFICIAL SEAL
BRENITA B STRONG
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/25/14

CITY OF CHICAGO

Rahm Emanuel

Mayor

Date

Comptroller

Date 8/9/11 K Hawthorne

The undersigned has determined, on behalf of the City of Chicago, with regard to this Contract Amendment/Modification, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

Jamie L. Miller

Chief Procurement Officer Date

IN WITNESS WHEREOF, the City of Chicago and Contractor have executed this Modification Agreement as of the date written herein.

Contract No.: 17005

Specification No.: 33355A

Amend. / Mod. No.: 61831

Vendor Name: Ogden Construction/ Reliable Asphalt J.V.

Total Amount (Value): $1,188,000.00 D.U.R.

Fund Chargeable: 01-011-0400-84-2015-0140

Ogden ~~Construction~~ AVE. MATERIALS

By: ANNE BIGANE WILSON
Its: PRESIDENT

Attest:

Reliable Asphalt

By:
Its:

Attest:

State of ILLINOIS
County of COOK

This instrument was acknowledged before me on this 3RD day of AUGUST, 2011 by ANNE BIGANE WILSON as President (or other authorized officer) and JAMES T DEMOS as ASST Secretary of OGDEN AVE. MATLS (Corporation Name).

(Seal)

Notary Public Signature
Commission Expires: 4-7-12

OFFICIAL SEAL
JOHN P GROSS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/07/12

CITY OF CHICAGO

Rahm Emanuel

Mayor Date

Comptroller Date 9/5/11

K Hawthorne

The undersigned has determined, on behalf of the City of Chicago, with regard to this Contract Amendment/Modification, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

Chief Procurement Officer Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2010

PRODUCER (847)228-8400 FAX (847)228-8505
Joseph M. Wiedemann & Sons, Inc.
505 East Golf Road
Arlington Heights, IL 60005
M. Kathy Leahy

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Ogden Avenue Materials, Inc.
935 W. Chestnut
Suite 203
Chicago, IL 60622

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty	
INSURER B: American Casualty Co.	
INSURER C: Valley Forge Insurance Co	20508C
INSURER D: Transportation Insurance Co.	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	CI078261485	12/31/2010	12/31/2011	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CI068899195	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
D		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	C2067078929	12/31/2010	12/31/2011	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC224483184	12/31/2010	12/31/2011	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

Bituminous material & asphalt primers (hot mix) High performance cold patch, Hot pour joint sealer and colored asphalt surface treatment. Specification #33355A.
The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from The City of Chicago.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
John Wiedemann/ALP

©ACORD CORPORATION 1988

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2011

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

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

PRODUCER
Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg IL 60173-

CONTACT NAME:
PHONE (A/C, No, Ext): (847) 797-5700 FAX (A/C, No): 847-440-9130
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Co	
INSURER B: St. Paul Fire & Marine	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Reliable Asphalt Corp
3741 South Pulaski Rd.
Chicago IL 60623

COVERAGES CERTIFICATE NUMBER: 766290560 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			GLO508780506	9/30/2010	9/30/2011	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			BAP508780406	9/30/2010	9/30/2011	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UK01202524	9/30/2010	9/30/2011	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC508780607	9/30/2010	9/30/2011	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Re: Hot Mix job - Contract #17005 and Specification #33355A. It is agreed that the certificate holder is added as Additional Insured, when required by written contract, on the General Liability as respects to operations performed by the Named Insured.

CERTIFICATE HOLDER

City of Chicago
Department of Procurement Services
121 North LaSalle Street, #403
Chicago IL 60602-

CANCELLATION 10 days for non-payment of premium

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 24074
Certificate Printed on: 08/02/2011

Date of This Filing:08/02/2011 11:39 AM
Original Filing Date:08/02/2011 11:39 AM

Disclosing Party: Ogden Avenue Materials / Reliable Asphalt Corporation Joint Venture
Filed by: Mr. William E Haworth

Title:Manager

Matter: Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot Pour Joint Sealer and Colored Asphalt Surface Treatment
Applicant: Ogden Avenue Materials / Reliable Asphalt Corporation Joint Venture
Specification #: 33355A
Contract #: 17005

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

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

Modification Summary Report

Contract (PO) Number: 17005

Modification Revision Number: 10

Specification Number: 33355A

Name of Contractor: OGDEN CONST & RELIABLE ASPHALT

City Department: CHICAGO DEPARTMENT OF TRANSPORTATION

Title of Contract: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

Mod Req Number	Mod Reason	Description
62415		011th District BREN PRODUCTS Contract #18487

Term of Contract: Start Date: 3/1/2008

End Date: 2/28/2013

Procurement Services Contact Person: LARRY WASHINGTON

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

Vendor Number: 1071961

Submission Date:

DEC 12 2011

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

[illegible]

Ms. Anne Bigane Wilson
Ogden Construction/Reliable Asphalt
935 West Chestnut St. – Suite 203
Chicago, IL 60642-5445

Subject:	Asphalt Primers, Hot Mix Asphalt, High-Performance Cold Patch, Hot Pour Joint Sealer and Colored asphalt Surface Treatment
Specification Number:	33355A
Contract Number:	17005
Modification Number:	62415
Re:	Three Hundred Sixty Five (365) Day Time Extension

Dear Ms. Wilson:

This is to advise you that the City of Chicago elects to extend the above-referenced contract for three hundred sixty five (365) days, under the same terms and conditions as the original contract, all in accordance with the provisions in Section 3.17 entitled Contract Extension Option. The extension will start March 1, 2012 and end February 28, 2013.

Your contract requires that you notify the City of any changes in ownership and complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one page EDS Certificate of Filing, which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is: https://webapps.cityofchicago.org/EDSWeb

Furthermore, please transmit a current certificate of insurance as required by your contract. Submit these documents to Larry L. Washington, Contract Administrator, within fifteen (15) days of receipt of this letter.

If you have any questions concerning this matter, please contact Larry L. Washington, Contract Administrator, at 312-744-8981, larry.washington@cityofchicago.org.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/llw

cc: File (Specification No.: (33355A)
F. Roberson, CDOT
L. Washington, DPS

TAG

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 27159
Certificate Printed on: 12/07/2011

Date of This Filing:12/07/2011 12:59 PM
Original Filing Date:12/07/2011 12:59 PM

Disclosing Party: Ogden Avenue Materials / Reliable Asphalt Corporation Joint Venture
Filed by: Mr. William E Haworth

Title:Manager

Matter: Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot Pour Joint Sealer and Colored Asphalt Surface Treatment
Applicant: Ogden Avenue Materials / Reliable Asphalt Corporation Joint Venture
Specification #: 33355A
Contract #: 17005

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

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/7/2011

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

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

PRODUCER

Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg IL 60173-

CONTACT NAME:
PHONE (A/C, No, Ext): (847) 797-5700 FAX (A/C, No): 847-440-9130
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul Fire & Marine	24767
INSURER B: Wausau Underwriters Insurance	26042
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Reliable Asphalt Corp
3741 South Pulaski Rd.
Chicago IL 60623

COVERAGES CERTIFICATE NUMBER: 78697600 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			TBJZ91457760021	9/30/2011	9/30/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			ASJZ91457760031	9/30/2011	9/30/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			OK01202922	9/30/2011	9/30/2012	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCJZ91457760011	9/30/2011	9/30/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: Specification No.33355A, Contract No.17005, Modification No. 62415.
It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations parfomed by the Nemed Insured in connection with this project: City of Chicago, Department of Procurement.

CERTIFICATE HOLDER

City of Chicago, Department of Procurement
Attn: Jamie Rhee, Chief Procurement Officer
121 North LaSalle Street, Room 403
Chicago IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daniel D. Kjerson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2011

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

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

PRODUCER
J. M. Wiedemann & Sons
505 East Golf Road
Arlington Heights, IL 60056

CONTACT NAME:
PHONE (A/C, No, Ext): (847)228-8400 FAX (A/C, No): (847)228-8505
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty	20443
INSURER B: American Casualty Company	20427
INSURER C: Transportation Insurance Company	20494
INSURER D: Valley Forge Insurance Co.	20508
INSURER E:	
INSURER F:	

INSURED
Ogden Avenue Materials, Inc.
936 W. Chestnut
Suite 203
Chicago, IL 60622

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			1078261465	12/31/2011	12/31/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			1068699195	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DED X RETENTION $ 10,000			2067078929	12/31/2011	12/31/2012	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2024483184	12/31/2011	12/31/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Anne Bigane Wilson is excluded from the Workers Compensation policy.

Bituminous materiel and asphalt primers (hot mix) High performance cold patch, Hot pour joint sealer and colored asphalt surface treatment. Specification #33355A

The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from The City of Chicago.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Modification Summary Report

Contract (PO) Number: 17005

Modification Revision Number: 16

Specification Number: 33355A

Name of Contractor: OGDEN CONST & RELIABLE ASPHALT

City Department: CHICAGO DEPARTMENT OF TRANSPORTATION

Title of Contract: ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

Mod Req Number	Mod Reason	Description
76316	TIME EXTENSION	1 Year Time Extension - PO17005 ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT

Term of Contract: Start Date: 3/1/2008

End Date: 2/28/2014

Procurement Services Contact Person: LARRY WASHINGTON

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

Vendor Number: 1071961

Submission Date: 12-13-12

DEPARTMENT OF PROCUREMENT SERVICES

MEMORANDUM

Date: NOV 30 2012

Ms. Anne Bigane Wilson
Ogden/Reliable J.V.
935 West Chestnut Street – Suite 203
Chicago, IL 60642-5445

Subject:	Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot Pour Joint Sealer and Colored Asphalt Surface Treatment
Specification Number:	33355A
Contract Number:	17005
Modification Number:	76316
Re:	One (1) Year Time Extension

Dear Ms. Wilson:

This is to advise you that the City of Chicago elects to extend the above-referenced contract for one (1) year, under the same terms and conditions as the original contract, all in accordance with the provisions in Section 3.17 entitled Contract Extension Option. The extension will be effective March 1, 2013 through February 28, 2014.

Your contract requires that you notify the City of any changes in ownership and complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one page EDS Certificate of Filing, which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is: https://webapps.cityofchicago.org/EDSWeb.

Furthermore, please transmit a current certificate of insurance naming the City of Chicago as an additional insured required by your contract. Please submit these documents within seven (7) calendar days of receipt of this letter.

If you have any questions concerning this matter, please contact Larry L. Washington, Contract Administrator, at 312-744-8981, larry.washington@cityofchicago.org.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/llw

cc: Reliable Asphalt
File (Specification No. 33355A)
Dao Ngo, CDOT
L. Washington, DPS

T.O.G.

130

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 38865
Certificate Printed on: 12/10/2012

Date of This Filing:12/10/2012 03:38 PM
Original Filing Date:12/10/2012 03:38 PM

Disclosing Party: Ogden Avenue Materials / Reliable Asphalt Corporation Joint Venture
Filed by: Mr. William E Haworth

Title:Manager

Matter: Asphalt Primers, Hot Mix Asphalt, High Performance Cold Patch, Hot Pour Joint Sealer and Colored Asphalt Surface Treatment
Applicant: Ogden Avenue Materials / Reliable Asphalt Corporation Joint Venture
Specification #: 33355A
Contract #: 17005

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

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

CORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2012

HIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH ERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICI ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ EPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

ODUCER

urance Agency, Ltd.
Century Centre
0 E. Golf Road
aumburg IL 60173-

CONTACT NAME: Stephanie Heller
PHONE (A/C, No, Ext): (847) 797-5700
FAX (A/C, No): 847-440-9123
E-MAIL ADDRESS: sheller@assuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC
INSURER A: St. Paul Fire & Marine	22314
INSURER B: Wausau Underwriters Insurance	26042
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

RED

able Asphalt Corp
1 South Pulaski Rd.
cago IL 60623

VERAGES CERTIFICATE NUMBER: 497069824 REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY			TBJZ91457760022	9/30/2012	9/30/2013	EACH OCCURRENCE	$1,000,000
X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
POLICY X PRO-JECT LOC							$
AUTOMOBILE LIABILITY			ASJZ91457760032	9/30/2012	9/30/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
X ANY AUTO						BODILY INJURY (Per person)	$
ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							$
X UMBRELLA LIAB X OCCUR			ZUP11S1037A12NF	9/30/2012	9/30/2013	EACH OCCURRENCE	$5,000,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
DED X RETENTION $10,000							$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCJZ91457760012	9/30/2012	9/30/2013	X WC STATU-TORY LIMITS / OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Contract #17005.
agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to ations performed by the Named Insured in connection with this project.

RTIFICATE HOLDER

City of Chicago
Department of Procurement Services
121 N. LaSalle St. #403
Chicago IL 60602-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daniel A. Kforos

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/12

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

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

PRODUCER

Joseph M. Wiedemann & Sons, Inc.
505 E. Golf Road, Suite A
Arlington Heights, IL 60005

CONTACT NAME:
PHONE (A/C, No, Ext): (847)228-8400 FAX (A/C, No): (847)228-8505
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Casualty	20443
INSURER B:	American Casualty Company	20427
INSURER C:	Transportation Insurance Company	20494
INSURER D:	Valley Forge Insurance Company	20508
INSURER E:		
INSURER F:		

INSURED

Ogden Avenue Materials, Inc.
935 W. Chestnut
Suite 203
Chicago, IL 60622

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			1078261485	12/31/2012	12/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			1068899195	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2067078929	12/31/2012	12/31/2013	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2024483184	12/31/2012	12/31/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Anne Bigane Wilson is excluded from the Workers Compensation policy.

Bituminous material and asphalt primers (hot mix) High performen cold patch, Hot pour joint sealer, and colored asphalt surface treatment. Specification #33355A.

The City of Chicago is additional insured as respects to operation and activities of, or on behalf of the named insured, performed under contra with or permit from the City of Chicago.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE JOSEPH M. WIEDEMANN & SONS, INC.
by

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CORD

CERTIFICATE OF LIABILITY INSURANCE

12/10/2012

HIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH ERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICI ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ EPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

DUCER

urance Agency, Ltd.
Century Centre
) E. Golf Road
aumburg IL 60173-

CONTACT NAME: Stephanie Heller
PHONE (A/C, No, Ext): (847) 797-5700 FAX (A/C, No): 847-440-9123
E-MAIL ADDRESS: sheller@assuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC
INSURER A: St. Paul Fire & Marine	22314
INSURER B: Wausau Underwriters Insurance	26042
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

RED

able Asphalt Corp
1 South Pulaski Rd.
cago IL 60623

VERAGES **CERTIFICATE NUMBER:** 497069824 **REVISION NUMBER:**

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

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY			TBJZ91457760022	9/30/2012	9/30/2013	EACH OCCURRENCE	$1,000,000
X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
POLICY X PRO-JECT LOC							$
AUTOMOBILE LIABILITY			ASJZ91457760032	9/30/2012	9/30/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
X ANY AUTO						BODILY INJURY (Per person)	$
ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							$
X UMBRELLA LIAB / X OCCUR			ZUP11S1037A12NF	9/30/2012	9/30/2013	EACH OCCURRENCE	$5,000,000
EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
DED X RETENTION $ 10,000							$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCJZ91457760012	9/30/2012	9/30/2013	X WC STATU-TORY LIMITS / OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Contract #17005.
agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to ations performed by the Named Insured in connection with this project.

TIFICATE HOLDER

City of Chicago
Department of Procurement Services
121 N. LaSalle St. #403
Chicago IL 60602-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daniel S. Kfaro

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Department of Procurement Services

Department of Finance

FAQ

Contact Info

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Print Version

Contract Details

Contract (PO) Number:	17005
Specification Number:	33355A
Award Date:	03/11/2008
Original Award Amount:	Up To $130,220,150.00
Current Award Amount	**DUR** View Payment Details
Vendor Name:	OGDEN CONST & RELIABLE ASPHALT Show all contracts for this vendor | Show all disclosures for this vendor
Description:	ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT
Buyer Name:	
Target Market:	No.

Original Contract

DUR in the Award Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
17005	17005 - D1 17005 - D2 17005 - D3 17005 - D4	03/11/2008	03/01/2008	02/28/2011	Up To $130,220,150.00

Modifications/Amendments

Modification #	Description	Disclosure #	Award Date	Start Date	End Date	Amount
1700510	ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT		12/13/2011	03/01/2008	02/28/2013	DUR
1700516	ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT		11/30/2012	03/01/2008	02/28/2014	DUR
170054	ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT		01/27/2011	03/01/2008	02/28/2012	DUR

	SEALER AND COLORED ASPHALT SURFACE TREATMENT					
170055	ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT		03/08/2011	03/01/2008	02/29/2012	DUR
170056	ASPHALT PRIMERS, HOT MIX ASPHALT, HIGH-PERFORMANCE COLD PATCH, HOT-POUR JOINT SEALER AND COLORED ASPHALT SURFACE TREATMENT		08/10/2011	03/01/2008	02/29/2012	$1,188,000.00

EXHIBIT 3

General Conditions

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SUPPLY/SERVICE

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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 Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. 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 Chief Procurement Officer. 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 Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. 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 Chief Procurement Officer 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 REQUIREMENTS

1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

1) Employers' Liability coverage with a limit of
$500,000 each Accident
$500,000 each Employee
$500,000 Policy Limit for Disease

2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

(a) All premises and operations;

(b) Broad Form Blanket Contractual Liability;

(c) Products/Completed Operations;

(d) Broad Form Property Damage Liability;

(e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**
Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

1) Liability - All Autos: Bodily Injury & Property Damage - $1,000,000 per Occurrence

2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**
In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

1) $2,000,000 each occurrence for all liability

2) $2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured
Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers
All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

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 Chief Procurement Officer 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 Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer 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 Chief Procurement Officer 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 Chief Procurement Officer 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 Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. 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.
A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;

2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;

3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;

5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;

6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;

7. Any assignment of this contract for the benefit of creditors;

8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition 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 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.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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 Chief Procurement Officer. 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)

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.

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.

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

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 Chief Procurement Officer 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 Chief Procurement Officer.

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 CHIEF PROCUREMENT OFFICER
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 Chief Procurement Officer 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 Chief Procurement Officer.

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 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-33 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.

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-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 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 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 elegibility 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.

GC-41 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability acct, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder , see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

EXHIBIT 4

Evidence of Insurance

OGDEAVE-01 EALLEN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2013

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

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

PRODUCER
Joseph M. Wiedemann & Sons
505 East Golf Road
Arlington Heights, IL 60005

CONTACT NAME:
PHONE (A/C, No, Ext): (847) 228-8400 FAX (A/C, No): (847) 228-8505
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty	20443
INSURER B : Transportation Insurance Company	20494
INSURER C : National Fire Ins Hartford	20478
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ogden Avenue Materials, Inc.
935 W. Chestnut
Suite 203
Chicago, IL 60622

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			1078261485	12/31/2012	12/31/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			1068899195	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2067078929	12/31/2012	12/31/2013	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2024483184	12/31/2012	12/31/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Excluded Officers on the Work Comp policy are:
Anne Bigane Wilson - President
Maureen Dillian, Secretary
Jim Demos, Assistant Secretary

CERTIFICATE HOLDER

The Cook County Highway Dept.,
Office of Cook County Chief Procurement Officer
118 N. Clark St, Rm 1018
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2013

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

PRODUCER

Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg IL 60173-

CONTACT NAME: Stephanie Heller
PHONE (A/C, No, Ext): (847) 797-5700 FAX (A/C, No): 847-440-9123
E-MAIL ADDRESS: sheller@assuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : St. Paul Fire & Marine	22314
INSURER B : Wausau Underwriters Insurance	26042
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Reliable Asphalt Corp
3741 South Pulaski Rd.
Chicago IL 60623

COVERAGES **CERTIFICATE NUMBER:** 1101772159 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			TBJZ91457760022	9/30/2012	9/30/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			ASJZ91457760032	9/30/2012	9/30/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ZUP11S1037A12NF	9/30/2012	9/30/2013	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCJZ91457760012	9/30/2012	9/30/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Proof of Insurance

CERTIFICATE HOLDER

The Cook County Highway Dept., Office of Cook County
Chief Procurement Officer
118 N Clark St, Rm 1018
Chicago IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Exhibit 5

Cook County Board Authorization

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications "(Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

> ***"Affiliated Entity"*** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.
>
> ***"Bidder," "Proposer," "Undersigned,"*** or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.
>
> ***"Proposal,"*** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .
>
> ***"Code"*** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
>
> ***"Contractor"*** or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.
>
> ***"EDS"*** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.
>
> ***"Lobby"*** or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.
>
> ***"Lobbyist"*** means any person or entity who lobbies.
>
> ***"Prohibited Acts"*** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation; and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

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)

x 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** [x] **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: Matias Trucking Inc

Address: 8755 W. 82nd Pl, Justice, IL 60458

E-mail: matias@matiastrucking.com

Contact Person: Libardo Lizarzo Phone: (773) 447-0564

Dollar Amount Participation: $

Percent Amount of Participation: 25 %

*Letter of Intent attached? Yes x No
*Letter of Certification attached? Yes x 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 <u>must</u> be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

OCT 3 0 2012

Libardo Lizarzo
Matias Trucking, Inc.
8755 West 82nd Place
Justice, Illinois 60458

Annual Certificate Expires: September 15, 2013

Dear Mr. Lizarzo:

We are pleased to inform you that Matias Trucking, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until September 15, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by September 15, 2013.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by July 15, 2013.**

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

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority and Women Business Enterprise if you fail to:

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Matias Trucking Inc.

Address: 8755 W. 82nd Pl

City/State: Justice, IL Zip 60458

Phone: (773) 447-0564 Fax: (708) 563-2821

Email: matias@matiastrucking.com

Certifying Agency: City of Chicago

Certification Expiration Date: 09/15/2013

FEIN #: 36-4201673

Contact Person: Libardo Lizarzo

Contract #: 13-30-12432

Participation: [ ] Direct [X] Indirect

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

[x] 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:

Hauling raw materials, (aggregates) into Pulaski plant, 3741 S Pulaski Rd, Chicago for production of cold patch asphalt

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

25% of contract paid $3/ton delivered to plant. Terms: Net 30 days

(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 Dascription of Service/ Supply and Fee/Cost were completed.

Signature (*M/WBE*)

Libardo Lizarzo

Print Name

Matias Trucking Inc

Firm Name

04/03/2013

Date

Signature (*Prime Bidder/Proposer*)

Anne Bigane Wilson

Print Name

Ogden Avenue Materials/Reliable Asphalt Corp, JV

Firm Name

04/03/2013

Date

Subscribed and swom before me

this 3rd day of April, 20 13.

Notary Public

SEAL

OFFICIAL SEAL
GRACIELA MARTINEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES [illegible]

Subscribed and sworn before me

this 3rd day of April, 20 13.

Notary Public

SEAL

OFFICIAL SEAL
JOHN P GROSS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/07/16

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

[ ] **FULL MBE WAIVER** [x] **FULL WBE WAIVER**

[ ] **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

____ % of Reduction for MBE Participation
10 % 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)**

[x] (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)** This is a commodity contract which is manufactured by the bidder.

[ ] (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)**

[x] (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.

This is tied to CDOT contract 17005, which is in full compliance with the MWBE goals set by both the City of Chicago and Cook County.

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

none

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: X No: _____

b) If yes, list business addresses within Cook County:
Ogden Avenue Materials/Reliable Asphalt Corp, JV

3741 S Pulaski Rd

Chicago, IL 60623

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: X 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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

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) __x__ 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 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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

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

Identifying Information:

Name Ogden Avenue Materials/Reliable Asphalt Corp, JV D/B/A: _____ EIN NO.: 35-2257242

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 [x] 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 Avenue Materials, Inc.	935 W. Chestnut St, Ste 203, Chicago, IL 60642	50%
Reliable Asphalt Corporation	3741 S. Pulaski Rd, Chicago, IL 60623	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 [X] 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):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] 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)

President - Ogden Avenue Materials
Title

Signature

03/18/2013
Date

awilson@biganepaving.com
E-mail address

(312) 738-0600
Phone Number

Subscribed to and sworn before me
this 18th day of March, 2013.

X
Notary Public Signature

My commission expires:

OFFICIAL SEAL
V MARTINEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/19/16

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 offiee 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 Ethies 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 Deeember 31 of each year.

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Anne Bigane Wilson Title: President

Business Entity Name: Ogden Avenue Materials/Reliable Asphalt Corp, JV Phone: (312) 738-0600

Business Entity Address: 3741 S. Pulaski Rd. Chicago, IL 60623

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County ***and*** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.			
2.			
3.			
4.			
5.			

If more space is needed, attach an additional sheet following the above format.

x There is ***no*** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Owner/Employee's Signature

03/18/2013
Date

Subscribe and sworn before me this 18th Day of March, 2013

a Notary Public in and for Cook County

(Signature)

OFFICIAL SEAL
V MARTINEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/19/16

NOTARY PUBLIC SEAL

My Commission expires 7/19/16

Completed forms must be filed within **30** days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

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 Chief Procurement Officer 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 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 Chief Procurement Officer 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 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 Chief Procurement Officer 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 Chief Procurement Officer 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 Corp, JV

BUSINESS ADDRESS: 3741 S. Pulaski Rd, Chicago, IL 60623

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

CONTACT PERSON: Anne Bigane Wilson FEIN/SSN: 35-2257242

*COOK COUNTY BUSINESS REGISTRATION NUMBER:

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

*BY:
Anne Bigane Wilson, Ogden Avenue Materials

Date: 03/18/2013

Subscribed to and sworn before me this

18th day of March, 20 13.

My commission expires: 4-7-16

X
Notary Public Signature

OFFICIAL SEAL
JOHN P GROSS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/07/16

Notary Seal

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

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".

WITNESSETH:

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 convenants 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.

PARTY	REPRESENTATIVE	ALTERNATES
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 shred 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 persecution 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: _____

Title: PRESIDENT

of Ogden Avenue Materials, Inc.

ATTEST:

Jr C. Mehr

By: _____

Title: Pres.

of Reliable Asphalt Corporation

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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:_____* CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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:_____* CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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BUSINESS NAME:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____* CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A CORPORATION
(SECTION 9)

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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 Prasident 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.**

SIGNATURE BY A CORPORATION
(SECTION 9)

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 Chief Procurement Officer 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.

SIGNATURE BY A CORPORATION
(SECTION 9)

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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 10)

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

Shu E. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 23 DAY OF April, 20 13.

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

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

13-30-12432

OR

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

TOTAL AMOUNT OF CONTRACT: $ 159,920.50
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 17 2013

COM_____

APPROVED AS TO FORM:

Not Required

ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)