



Skyway Concession Company
205 North Michigan Avenue, Suite 2510
Chicago, Illinois 60601
312-552-7100

TO: Proposal Manager
FROM: Rob Ladson
Infrastructure Manager
DATE: May 15, 2019
SUBJECT: **SCC 2019-02: 2019 Skyway Construction Works**
 X Invitation for Bids (IFB)
 Request for Proposals (RFP)

Overview:

Skyway Concession Company (hereby “SCC”), the privately owned company that operates the Chicago Skyway under a Lease Agreement with the City of Chicago (hereby “The City”), is requesting bids from responsible Contractors (hereby “Contractor”, “Firm”, or “Consultant”) for the following services:

The SCC seeks Construction Services Work that consist of the following projects:

- 1. Pavement Resurfacing Project: Pavement resurfacing and placement of pavement markings, and raised pavement markers along the Skyway mainline.**
- 2. 87th Street Exit Ramp Reconstruction Project: Removal and reconstruction of the 87th Street Exit Ramp.**
- 3. Deck Patching Project: Work includes completing various Partial-Depth repairs on a variety of structures.**

The work shall include all step, items, and materials necessary to complete the Scope of Work for each project in accordance with the current CDOT and IDOT standards and specifications, the Scope of Services, Special Provisions and the RFP. Detailed scope and requirements are discussed in subsequent sections.

Interested bidders must complete and submit Bid Documents (**See Exhibit D**) via email by the Due Date set forth in the RFP.

1.0 INSTRUCTIONS:

1.1 **SUBMIT OFFERS TO:**
Skyway Concession Company LLC
Attn: Rob Ladson
Email: rladson@chicagoskyway.org

LABEL BID/PROPOSAL CONTAINER:
Project ID: *SCC 2019-02*
Project Title: *Roadway Construction Works*

1.2 **DUE DATE & TIME FOR PROPOSAL SUBMISSION:**

Date: May 29, 2019
Time: Noon (local time)

1.3 **SUBMITTALS:** Submit all bids & questions to: rladson@chicagoskyway.org

1.4 **BID FIRM TIME:** 20 Days from Opening

1.5 **SECURITY:**

Payment Bond: (See sample contract)
 Performance Bond: (See sample contract)
 Bid Bond: Not required

1.6 **PRE-BID MEETING:** Yes X No
Mandatory Attendance: X Yes No
No meeting is scheduled.

While no group site visit is planned, interested contractors must visit the site prior to submitting a bid. Contractors are required to perform a site visit at each site. Anything found after the bid, which could have been anticipated by a site visit, will not be allowed to be an additional charge. It is the contractor’s responsibility to verify all field conditions prior to bidding.

1.7 **PROJECT CONTACT:** Skyway Concession Company LLC
Attn: Rob Ladson
Title: Infrastructure Manager
Email: rladson@chicagoskyway.org
Phone: (574) 344-9675

If apparent errors, discrepancies, or unclear statements are found in the documents, contact SCC. All questions will be documented and responded to in writing to all document holders.

1.8 **CRITERIA FOR EVALUATION AND AWARD**

The SCC will evaluate how well each proposal/bid meets the requirements in terms of “responsiveness” to the specifications. Consideration will be given based upon the best price, best product, best service, but most importantly, the capability to meet the scheduled dates to perform the works as expected.

Basis of award will be based on the price submitted, the contractor’s ability to complete the project, and the past performance of the Contractor(s).

The SCC also reserves the right to reject any and all bids.

1.9 CONTRACT COMPLETION DATE

The contract must be substantially completed by **November 16, 2019**.

If contract is not substantially completed on or before the contract substantial completion date shown above, \$2,000.00 or as specified in the contract will be assessed as liquidated damages, not as penalty, but as damages sustained, for each calendar day that the contract is not completed. Contract completion is for all items listed on the schedule of Pay Items.

2.0 SPECIFIC TERMS AND CONDITIONS

The specifications for this proposal consist of minimum quality and appropriate physical and performance characteristics. Proposal which do not meet the minimum specifications may be considered non-responsive.

2.1 IDOT and CDOT PRE-QUALIFICATIONS

Each contractor should highlight the IDOT and CDOT Pre-Qualifications that are relevant to the work they propose.

2.2 RESERVATION

The Skyway Concession Company reserves the right to reject any or all proposals. The SCC reserves the right to modify the scope of work during the solicitation period and up to the issuance of a contract.

2.3 PAYMENT OF TOLLS

The contractor is required to pay the full amount of tolls, if any, incurred during the duration of the contract, with the exception of the Construction Time agreed with the SCC. Said tolls will not be refunded by Skyway Concession Company, and/or toll amounts will be billed with charges incurred outside of the Construction Time.

2.4 COMPLIANCE WITH APPLICABLE LAW

The contractor must warrant that it shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations – including, but not limited to, best industry practices.

2.5 **WAGE RATES**

Contractor will be required to pay the prevailing wage rate to all or any of their employees (including subcontractors) covered by the Prevailing Wage Act, as ascertained by the City of Chicago, Illinois Department of Labor, and/or its successors.

Current Prevailing Rates are referenced, but not limited to, the following website:
<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

2.6 **SUBCONTRACTING/JOINT VENTURES** Allowed Not Allowed

The Skyway Concession Company intends to contract with one entity per contract and that one entity shall be contractually responsible for performance. Assignments for subcontracting are allowable, but information or assignees and subcontractors will be required prior to finalization of a contract. For any joint venture to be acceptable, one vendor must take full contractual responsibility for the obligation.

2.7 **EQUAL OPPORTUNITY AND M./W.B.E. PROGRAM**

Skyway Concession Company is committed to providing fair and representative opportunities for minorities, women and M./W.B.E.s in all contracts related to the Skyway. Neither Skyway Concession Company nor its Contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts related to the Skyway. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable Law, to ensure that M./W.B.E.s are afforded a fair and representative opportunity to participate in SCC's contracts related to the Skyway.

Contractor shall commit to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

1. M.B.E.s at least **25%** of total contract value
2. W.B.E.s at least **5%** of total contract value

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

To determine progress towards meeting the contracting goal, the Skyway needs to distinguish work being done by City of Chicago certified M./W.B.E. businesses. The contractor shall describe the means in which it will comply with this requirement within its proposal/bid.

2.8 CHICAGO RESIDENCY REQUIREMENTS:

The project shall comply with Section 2-92-330 of the Chicago Municipal Code regarding residential preference requirements. As such, **the total hours worked on the project shall be performed by at least 50% of actual residents of the City of Chicago.** This does not include residents of the suburbs of Chicago and/or other areas outside the city limits in their ordinance.

All bids shall state they meet the Residential Preference Requirements and document how those requirements will be met.

2.9 WORK LIMITS

The Contractor shall perform work within the Chicago Skyway right-of-way limits. The project may require restriction or closures on local roadways or railroad right-of-way to complete the work. The Contractor is responsible for coordinating with all local government agencies, railroads, utilities, land owners, etc. needed to perform the work – including obtaining permits, access, permission, etc., and payment of any fees involved.

With exception of maintenance of traffic control at local roadways, the Contractor shall keep vehicles, materials, and staging to within property maintained by the SCC or else obtain authorization from the property owner.

2.10 APPLICATION FOR PAYMENT

- a. The Contractor shall submit to the SCC a monthly invoice for the work performed within the pay period. The invoice should be received by the SCC no later than the 5th of each month to ensure timely processing. A waiver of lien and a “Sworn Statement of The Contractor and Subcontractor to Owner” shall accompany all invoices.
- b. Invoices must contain the following:
 - i. Project Title
 - ii. The firm name and address
 - iii. Invoice number
 - iv. Invoice beginning and ending date
 - v. Date of submission
- c. Invoice must be itemized as follows:
 - i. Items description
 - ii. Quantity
 - iii. Unit of Measure
 - iv. Unit Cost
 - v. Quantity for current invoice
 - vi. Total cost of item to date
- d. All line items must be identical to the schedule of pay items.

- e. The contractor shall submit W/MBE Amounts and Percentages with every invoice.
- f. The contractor shall submit certified payrolls for the invoiced period.
- g. Upon request, the contractor must support the quantities with data substantiating their correctness.
- h. The SCC processes invoices once a month. Failure to submit an invoice in a timely fashion will delay payment.

2.11 **PERMITS AND OTHER RELATED DOCUMENTS**

Unless stated otherwise in the contract documents, the contractor shall obtain, at no cost to the SCC, all permits, right-of-access, easements, etc. to perform the work. (e.g. city of Chicago, utilities, railroad, local, state, and / or federal) Copies of all of these documents shall be provided to the SCC within sixty (60) days of receipt. The contractor shall notify the SCC immediately if permit applications are denied and provide all correspondence with railroad, utilities, local, state, and / or federal agencies.

2.12 **SALES TAX**

The SCC has a long-term lease agreement with The City, pursuant to which, The City maintains ownership of the Chicago Skyway. Therefore, the following purchases made by the Contractor (and/or its subcontractors), as an agent of SCC in connection with work done on the Chicago Skyway, are exempt from paying Illinois state and local sales and use taxes (including the Retailers' Occupation Tax, Use Tax, Service Occupation Tax, and Service Occupation Use Tax), and The City's sales and use taxes: **(1) purchases of materials to be incorporated into real property owned by the City (e.g., the Chicago Skyway) and (2) purchases of personal property otherwise required to be transferred to the City.**

Any other purchases, services, rentals, etc., are subject to sales tax. The Contractor shall be responsible for paying all sales tax on all goods and services liable for sales tax. The sales tax shall be included in the unit prices of the various pay items. No separate item will be provided.

Exhibit E shows The City's exemption certificate, which should be used only for purchases that are exempt.

2.13 **SCHEDULE AND CONTRACT COMPLETION DATE**

Each bid submitted shall include a preliminary schedule. However, upon award of contract, the selected contract shall submit a detailed schedule and completion date.

The detailed schedule shall outline The Work for every segment per day for the duration of the project. This schedule shall depict the lane closure (work) by lane, direction, between which mile posts, the day and time of the closure, and the type of work (e.g. milling, paving, deck patching) being performed. The schedule is to be presented to the SCC at the Pre-Construction meeting for discussion and approval.

2.14 **INSURANCE**

The Contractor shall submit a bid to include the insurance coverage shown in the sample contract.

2.15 **CERTIFIED PAYROLLS**

The Contractor must furnish SCC with weekly certified copies of payrolls and monthly EEO Reports in accordance with Section XIII.B.2.d of the Contract, from the Contractor and all its Subcontractors. Each EEO Report shall include Chicago residency requirements.

2.16 **SAMPLE CONTRACT**

A sample contract has been included with the RFP (See **Exhibit F**). The provisions of the contract shall become a part of these special provisions.

3.0 SCOPE OF SERVICES & SPECIAL PROVISIONS

The Construction Services Work consists of projects that each have a unique Scope of Service and Special Provision which are located as follows

- Exhibit A: Pavement Resurfacing Project
- Exhibit B: 87th Street Exit Ramp Reconstruction Project
- Exhibit C: Deck Patching Project

4.0 PROPOSAL FORMAT AND CONTENT

All proposals must be prepared in a comprehensive manner as to content, but there is no need for expensive binders, color displays, or other promotional materials that are not germane to the proposal.

- ◆ Submit proposals electronically.
- ◆ If necessary, the contractor may submit more than one (1) bid/proposal with different construction/staging schedules and/or fees.
- ◆ Submit a maximum of 10 pages for the Bid. (MBE / WBE certifications do not count toward the page limit.)
- ◆ Experience of contractor on projects with similar magnitude and complexity, including experience with transportation systems and related issues, and familiarity with the operations of the Skyway.
- ◆ Experience of key personnel to be assigned to the projects with similar magnitude and complexity in conducting such tests and with familiarity with the operations of the SCC.
- ◆ Documentation certifying the areas the firm is pre-qualified by IDOT. (IDOT certifications do not count toward the page limit.)
- ◆ The Bid Documents shall identify any and all steps necessary to complete the work to the satisfaction of IDOT, CDOT (if applicable) and the FHWA.
- ◆ Contractors must understand that the Chicago Skyway is a toll facility and that traffic delays and backups due to construction detract from the Skyway Concession Company’s (SCC) patrons. As such, the project must be designed so that construction must be done under live traffic. If any mainline closures are necessary, proposals shall include the design approach and construction method to ensure at least 2 lanes of traffic are open in each direction.
- ◆ Proposal shall include a schedule documenting the projected timeline needed to complete the project.
 - ◆ Proposal shall identify each “deliverables” the firm will provide.
 - ◆ Proposal shall include a schedule with firm dates for deliverables.
- ◆ Proposal shall identify the MBE and WBEs needed to meet the MBE / WBE requirements listed above.
- ◆ **Exhibit D (Bid Documents)** shows the documents required for each bid. However, additional attachments shall be provided to comply with the conditions set forth in this section.
- ◆ The bids review and the final selection of the contractor will solely reside with the SCC. Any questions regarding the project should be submitted in writing. The SCC will document any questions and provide a written response to all bidders invited to submit a Statement of Proposals.
- ◆ The project will be solely funded by the SCC. No state or federal funds will be involved.

EXHIBIT A:

**Pavement Resurfacing Project
Scope of Service & Special Provision**

(Provided as a Separate File)

EXHIBIT B:

**87th Street Exit Ramp Reconstruction Project
Scope of Service & Special Provision**

(Provided as a Separate File)

EXHIBIT C:

**Deck Patching Project
Scope of Service & Special Provision**

(Provided as a Separate File)

EXHIBIT D:

Bid Documents

Date: _____

To the Skyway Concession Company, LLC ("SCC"):

1) Proposal of:

Contractor: _____
(Company Name)_____
(Business Address)_____
(Business Address)Bid Contact Person: _____
(Name and Title)_____
(Telephone)_____
(Email)

For the improvement identified and advertised for bids in the Invitation for Bids as:

Project ID: SCC 2019-02**Project Name:** 2019 Skyway Roadway Construction Works**Description:** Work includes the Resurfacing Project, the 87th Street Ramp Reconstruction Project and the Deck Patching Project.

- 2) The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the SCC. This proposal will become part of the contract and the terms and conditions contained in the contract documents will govern performance and payments.
- 3) **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda form of contract, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this bid proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4) **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.
- 5) **EXECUTION OF CONTRACT:** The SCC will execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. The SCC shall not be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.

- 6) **AFFIRMATIVE ACTION PLAN.** The undersigned bidder understands and agrees that a written Equal Employment Opportunity and Affirmative Action Plan (“EEO/AA Plan”) must be provided to SCC prior to commencement of work. **The EEO/AA Plan must address how the Contractor will maintain and report the minimum minority, female, and Chicago residency employment requirements as stated in Chapter XXII of the Contract.** The undersigned bidder understands and agrees that failure to comply with the minimum employment requirements may result in liquidated damages.
- 7) **MBE/WBE PARTICIPATION.** The undersigned bidder understands and agrees that: a) not less than 25% of the total dollar value of this Contract shall be awarded to MBE firm(s), and b) not less than 5% of the total dollar value of this Contract shall be awarded to WBE firm(s). All MBEs and WBEs must be currently certified with the City of Chicago in the area(s) of specialty listed.

Name of MBE	Type of Work Performed	Total Participation (\$)	Total Participation (%)*
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
TOTAL MBE		\$	%

Name of WBE	Type of Work Performed	Total Participation (\$)	Total Participation (%)*
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
TOTAL WBE		\$	%

*Note: 100% MBE or WBE participation is credited for the use of a MBE or WBE “contractor”, “firm”, or “manufacturer.” 60% participation is credited for the use of a MBE or WBE “distributor” or “supplier”.

- 8) **SCHEDULE OF WORK.** The undersigned bidder must attach a schedule of work for which clearly shows how he/she intends to complete the work in accordance with the rules and instructions set forth in this RFP.

- 9) **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract.

Bid Tabulation: Pavement Resurfacing Project

SCC 2019-02: SCC Roadway Construction Works

Bidder: _____

Skyway Resurfacing Project

Item #	Description	Units	Original Quote		
			Quantity	Unit Price	Price
1	MOBILIZATION/DEMobilIZATION	L SUM	1		
2	INDEPENDENT ASPHALT TESTING	L SUM	1		
3	SURFACE MILLING, ASPHALT, 3.00"	SQ YD	19,363		
4	SURFACE MILLING, ASPHALT, 2.00"	SQ YD	0		
5	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE*, STONE MATRIX ASPHALT, N80 (IL 9.5mm)	TON	2,169		
6	POLYMERIZED LEVELING BINDER* (MACHINE METHOD), IL 4.75, N50	TON	1,084		
7	BITUMINOUS MATERIALS (TACK COAT)	GAL	1,936		
8	PROFILOGRAPH	L SUM	1		
9	MAINTENANCE OF TRAFFIC	L SUM	1		
10	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EACH	236		
11	SNOWPLOWABLE RAISED PAVEMENT MARKER	EACH	236		
12	THERMOPLASTIC PAVEMENT MARKING - LINE 4", WHITE	FOOT	4,710		
13	THERMOPLASTIC PAVEMENT MARKING - LINE 5", WHITE	FOOT	2,370		
14	THERMOPLASTIC PAVEMENT MARKING - LINE 4", YELLOW	FOOT	4,710		
15	THERMOPLASTIC PAVEMENT MARKING - LINE 8", WHITE	FOOT	200		
16	THERMOPLASTIC PAVEMENT MARKING - LINE 24", WHITE	FOOT	0		
17	MODIFIED URETHANE PAVEMENT MARKING - LINE 4", WHITE	FOOT	0		
18	MODIFIED URETHANE PAVEMENT MARKING - LINE 4", YELLOW	FOOT	0		
19	MODIFIED URETHANE PAVEMENT MARKING - LINE 8", WHITE	FOOT	0		
20	WATERBLASTING REMOVAL	L SUM	0		
Project Total					

*The Unit Weight used to calculate all Hot-Mix Asphalt Surface Mixtures is 112 Lbs/Sq Yd-In.

NOTES:

- a) Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
- b) The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.
- c) If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.
- d) A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown

Bid Tabulation: 87th Street Exit Ramp Reconstruction Project

SCC 2019-02: SCC Roadway Construction Works
87th Street Exit Ramp Reconstruction Project

Bidder: _____

Item #	Items	Units	Original Quote		
			Quantity	Unit Price	Price
35100300	AGG BASE CSE A 4	SQ YD	2,047		
42000401	PCC PVT 9 JOINTED	SQ YD	1,580		
42001300	PROTECTIVE COAT	SQ YD	342		
44000100	PAVEMENT REM	SQ YD	1,554		
44000500	COMB CURB GUTTER REM	FOOT	1,382		
60260100	INLETS ADJUST	EACH	7		
60604400	COMB CC&G TB6.18	FOOT	2,558		
63000001	SPBGR TY A 6FT POSTS	FOOT	1,300		
63200310	GUARDRAIL REMOV	FOOT	1,300		
67100100	MOBILIZATION	LSUM	1		
70100800	TRAF CONT-PROT 701401	LSUM	1		
70100820	TRAF CONT-PROT 701451	LSUM	1		
78001130	PAINT PVT MK LINE 6	FOOT	124		
78001150	PAINT PVT MK LINE 12	FOOT	47		
78001180	PAINT PVT MK LINE 24	FOOT	51		
X0323160	VIDEO INSP OF SS	FOOT	922		
X7010216	TRAF CONT & PROT SPL	LSUM	1		
Project Total					

NOTES:

- a) Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
- b) The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.
- c) If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.
- d) A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown

Bid Tabulation: Deck Patching Project

SCC 2019-02: SCC Roadway Construction Works
Deck Patching Project

Bidder: _____

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	PRICE
1	MOBILIZATION/DEMOBILIZATION	L SUM	1		
2	MAINTENANCE OF TRAFFIC	L SUM	1		
3	ACCELERATED DECK SLAB REPAIR (PARTIAL)	SY	164		
CONTRACT TOTAL *					

* Total Bid Price shall include Labor, Materials, and Profits

** Quantity of Accelerated Deck Slab Repairs has been measured but is still considered estimated. Final payment will be based upon actual quantities.

Bid Tabulation: Summary

<u>Project</u>	<u>Subtotal</u>
Pavement Resurfacing Project	
87th Street Exit Ramp Reconstruction Project	
Deck Patching Project	
Total of all Projects =	

10) The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the SCC that all requirements of the Invitation for Bids and rules of the SCC have been met, and that the contract will be executed in accordance with the rules of the SCC if an award is made on this bid.

Company: _____ (Company Name)

_____ (Business Address)

_____ (Business Address)

Submitted by: _____ (Signature of Authorized Representative)

_____ (Typed or Printed Name and Title)

_____ (Date)

EXHIBIT E:

City of Chicago Sales Tax Exemption Letter



DEPARTMENT OF FINANCE
CITY OF CHICAGO

Dear Vendor:

The City of Chicago (the City) is exempt from paying Illinois state and local sales taxes, along with Illinois state and local use taxes. These include the Retailers' Occupation Tax, Use Tax, Service Occupation Tax, and Service Occupation Use Tax. Accordingly, any purchases made by your business as an agent of and for the sole benefit of the City are exempt from Illinois state and local sales and use taxes, including the City's sales and use taxes. Such purchases are: (1) purchases of materials to be incorporated into real property owned by the City and (2) purchases of personal property otherwise required to be transferred to the City. Under the same circumstances, the City is also exempt from certain federal excise taxes because of its status as a political subdivision of the State of Illinois.

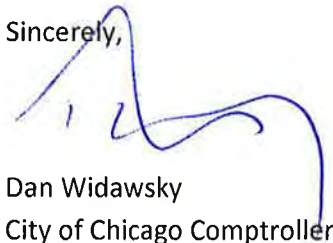
If your business, as an agent of and for the sole benefit of the City, is authorized to make purchases that are tax exempt under Illinois law, attached is a copy of the City's current Illinois sales and use tax exemption certificate to be used for this sole purpose for your records.

The City is also exempt from the Chicago Personal Property Lease Transaction Tax (the Lease Tax). All rentals/leases made as an agent of and for the sole benefit of the City are exempt from the Lease Tax. Please note that the lease of equipment for use by your business in performing services for the City is not exempt.

The City's exemption certificate should be used only for purchases and rentals that are exempt. The fact that your business is performing services for the City does not mean that all of its purchases or rentals are exempt.

If you have any questions or require further assistance, please contact Jason Yost at 312-744-9399.

Sincerely,



Dan Widawsky
City of Chicago Comptroller



Illinois Department of Revenue

Central Registration Division
Sales Tax Exemption Section, 3-222
101 W. Jefferson Street
Springfield, Illinois 62702
217 782-8881

February 6, 2015

CITY OF CHICAGO
JASON YOST
121 N LASALLE ST RM 700
CHICAGO IL 60602

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9998-1874-07
to
CITY OF CHICAGO
of
CHICAGO, IL

The terms and conditions governing use of your exemption number remain unchanged.

Central Registration Division
Illinois Department of Revenue

STS-70 (R-05/14)
IL-492-3524
11-0000108

EXHIBIT F:

SCC Construction Sample Contract

(Provided as a separate document)