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## CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY WEST LINE BRIDGE REHABILITATION

BRIDGE NUMBER 7.8 KEDZIE AVENUE  
8.0 HOMAN AVENUE  
8.2 ST. LOUIS AVENUE  
8.4 CENTRAL PARK AVENUE  
8.6 HAMLIN AVENUE  
8.8. PULASKI AVENUE

CHICAGO, ILLINOIS

INVITATION AND INSTRUCTIONS FOR BIDDERS, CONTRACTOR PROPOSAL,  
BID BOND, FORM OF CONSTRUCTION CONTRACT,  
CONTRACTOR'S SWORN STATEMENT, with ATTACHMENTS AND EXHIBITS

(Contract 8-0993)

Prepared by:

Envirodyne Engineers, Inc.  
168 N. Clinton Street  
Chicago, Illinois 60661

For:

Chicago and North Western  
Transportation Company  
165 North Canal Street  
Chicago, Illinois 60606



Issue for bid: March 10, 1993

*att  
allen  
miller*

MAIL

*215.00  
Buck  
3/17-50*

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## INVITATION AND INSTRUCTIONS FOR BIDDERS

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### ARTICLE 1 - RECEIPT AND OPENING OF BIDS

SEALED BIDS for the rehabilitation of existing Bridge Number 7.8 over Kedzie Avenue, 8.0 over Homan Avenue, 8.2 over St. Louis Avenue, 8.4 over Central Park Avenue, 8.6 over Hamlin Avenue, and 8.8 over Pulaski Road on the Chicago and North Western Transportation Company's West Line, Geneva Subdivision located in Chicago, Illinois; the work as illustrated and documented herein; and other work related thereto (Contract 8-1993), will be received in the office of the Chicago and North Western Transportation Company until 10:00 o'clock A.M. on Thursday, March 25, 1993. Bids shall be addressed to Mr. Carlos Gamboa, Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois 60606, and endorsed with the name of the Bidder and the title "Bid for Contract 8-1993". It is the intent of this Contract to incorporate Plans and Specifications prepared for Contract 1-1991, 2-1993, 3-1993, 4-1992, 5-1993, and 6-1993 into Contract 8-1993.

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. A party who has quoted prices on materials to Bidder is not disqualified from quoting price to other Bidders for the materials or from submitting a bid directly for the Work.

Alternative bids will not be considered unless called for.

Construction of the aforementioned project is funded by the Federal Transit Administration ("FTA"), formerly known as the Urban Mass Transportation Administration ("UTMA"), the Illinois Department of Transportation ("IDOT") and the C&NW pursuant to financial assistance agreements with said agencies.

Attention is called to the fact that Bidders not only offer to assume the obligation and liabilities imposed upon the Contractor in the Form of Construction Contract, but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the Contract, but Bidders must familiarize themselves with every provision and its effect.

### ARTICLE 2 - PREPARATION OF BIDS

Bids shall be submitted upon the forms bound herewith. Strict compliance with the instructions and forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid forms shall be suitably filled in, in ink.

Each bid must be submitted in the envelope provided by C&NW.

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Each bid must give the full business address of the Bidder and be signed by the duly authorized representative with his or her usual signature. Bids by partnerships must furnish the full names and address of all partners and must be signed by all partners. Bids by corporations must be signed with the legal name of the corporation, followed by the secretary, or other person authorized to bind it in the matter. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Chicago and North Western Transportation Company (Company), satisfactory evidence of the

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authority of the officer signing a bid shall also be printed below the signature or attached in the form of a Certification by the Bidder's corporate secretary. Failure to properly sign a bid will disqualify same.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder.

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, circulars, schedules, and all other instructions pertaining to the Work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and Bidder shall not secure relief on the plea of error in the bid. If there is a difference between the unit prices written in words and written in figures, the unit prices written in words shall govern unless the extensions of the unit prices indicate that the unit prices written in figures were intended.

Any bid which is conditional upon the use of escalator clauses or price adjustments will be rejected.

## ARTICLE 3 - MODIFICATIONS PRIOR TO RECEIPT OF BIDS

The right is reserved, as the interest of the Company may require, to revise or amend the Specifications and Plans prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda. Copies of such addenda as may be issued will be furnished to all prospective Bidders known to have received a set of Contract Documents. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the Consulting Engineers will enable bidders to revise their bids. In such case, the addendum or addenda will include an announcement of the new date for opening bids.

## ARTICLE 4 - INTERPRETATION OF PLANS AND SPECIFICATIONS

If any person, partnership, or corporation who contemplates submitting a bid for the proposed Construction Contract is in doubt as to the true meaning of any part of the Plans, Specifications, addenda, or other parts of the Contract Documents, he, they, or it may submit to the Consulting Engineers a written request for an interpretation thereof. The person, partnership, or corporation submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract documents will be made only in an addendum or addenda duly issued, and a copy of each addenda will be mailed or delivered to each person known to have received a set of Contract Documents. The Company will not be responsible for any other explanation or interpretation of the proposed documents. The receipt of all addenda must be acknowledged and said addenda must be attached to the Contract Documents and shall become a part thereof.

## ARTICLE 5 - HOLDING AND WITHDRAWAL OF BIDS

Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except that, when a bid arrives by mail after the time fixed for opening but before award is made and it is

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Shown to the satisfaction of the official authorized to make the award that the nonarrival on time was due solely to delay in the mails or independent courier service for which the Bidder was not responsible, such bid will be received and considered. No responsibility will attach to an official for the premature opening of a bid not properly addressed and identified. Telegraphic bids and telegraphic modification of bids will not be considered.

Bids may be withdrawn on written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

No bid may be withdrawn for a period of sixty (60) days after the time fixed for opening of the bids without forfeiture of the certified check or Bid Bond accompanying the bid.

## ARTICLE 6 - QUALIFICATIONS OF BIDDERS

The Company may make such investigations as it deems necessary to determine the ability of the Bidder and his subcontractors to perform the Work, and the Bidder shall furnish to the Company all such information and data for this purpose as the Company may request, including but not limited to the following:

- 1) A statement of the experience of Bidder's subcontractors' supervisory forces.
- 2) A detailed list of the plant and equipment which the Bidder and Bidder's subcontractors propose to follow.
- 3) A detailed description of the method and program of Work Bidder and Bidder's subcontractors propose to follow.
- 4) A financial statement as of the date of the end of the last full quarter immediately preceding the certified date of the opening of bids and an annual report containing a financial statement (prepared and certified to by Bidder's outside certified public auditors if made) for the Bidders most recent complete fiscal year.
- 5) A certification that all bids due for furnishing labor, equipment, and supplied on contracts in force at the time of opening of bids are paid or satisfactorily settled.

C&NW, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 200d-4 and Title 49; Code of Federal Regulations, Subtitle A., Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation) issued to pursuant to said Act, hereby notified all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this Invitation, minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation and will not be discriminated against on the grounds of race, color, creed or national origin in consideration for an award.

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

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All bidders will be required to submit the employment information requirements contained in the bid documents to C&NW DBE Director within the specified time period prior to the bid opening. The successful bidder will be required to comply with all applicable Federal, State of Illinois, and Equal Employment Opportunity laws and regulations.

Any contract resulting from these bids is subject to financial assistance contracts between C&NW and the Federal Transit Administration ("FTA") and the Illinois Department of Transportation ("IDOT").

The Company reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Company that such Bidder and Bidder's subcontractors are properly qualified to carry out the obligation of the Contract and to complete and to complete the Work contemplated therein.

## ARTICLE 7 - PERFORMANCE OF WORK BY BIDDER

The successful Bidder will be required to perform with his own organization and with the assistance of workmen under his immediate superintendence the following

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major items of the Work, except as provided otherwise in the Specifications. Not more than half of the dollar volume of the Work will be performed by subcontract, excluding value of supplies, materials, equipment, shop fabrication, and transportation.

Major items of Work to be performed by the Successful Bidder shall include the items listed in the proposal unit price schedule.

## ARTICLE 7a - SURETY'S CONSENT

All proposals shall contain the name and address of a responsible surety, satisfactory to the Company and a Surety's consent shall be given on the form attached hereto and submitted with the executed proposal.

## ARTICLE 8 - BID SECURITY

Each bid must be accompanied by a deposit in a sum equal to five percent (5%) of the Bidder's Total Bid as security for proper execution of the contract, together with Surety's Consent in the form attached hereto. Such deposit shall consist of a certified check in United States money upon a state or national bank or trust company, drawn to the order of the Company, or bid bond, written for a period of sixty (60) days prepared on the form of Bid Bond attached hereto and having as Surety thereon such surety company or companies approved by the Company and authorized to transact business as a surety in the State of Illinois.

The bid security shall be forfeited to the Company in liquidation of damages sustained in the event that the successful Bidder fails or refuses to execute a satisfactory contract and file an acceptable Performance Bond and Labor and Material Payment Bond within seven (7) days after date of notice from the Company that the Construction Contract is ready for execution.

## ARTICLE 9 - RETURN OF PROPOSAL GUARANTY

As soon as bid prices have been compared, the Company may at its discretion, return the guaranty deposits accompanying such proposals as, in its judgement, would not likely be considered in making the award. All other Proposal Guaranties will be held until the Contract and Bonds have been executed, after which they will be returned to the respective Bidders whose proposals they accompany. In no case will a Proposal Guaranty be held for more than sixty (60) days after opening of bids.

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## ARTICLE 10 - CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction and labor under which the Work will be performed, and will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans, Specifications and other Contract Documents. Failure to do so will not relieve a Successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in Bidder's bid.

The Contract Price shall include all permits, insurance, materials, plant facilities, work and expense necessary to perform the work in accordance with the Contract Documents at the Contract Price. The Contract Price shall include any and all amounts for sales for use taxes, or any other taxes which may apply.

Bidders shall inform themselves of the safety precautions which will be required during the progress of the Work including watchmen, flagmen, signals, barricades, warning signs, temporary protective work, and other appropriate and reasonable measures to safeguard the traveling public and their workmen. The Successful Bidder shall carry on the work and cooperate with the other contractor or contractors, so there will be no interference with any of the construction at the site.

Should a Bidder find discrepancies in or omissions from the Plans, Specifications, or other documents, or should a Bidder be in doubt as to their meaning, such Bidder should at once notify the Consulting Engineers and obtain clarification prior to submitting any bid.

## ARTICLE 11 - ACCEPTANCE OF BID AND AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Bids, the Company will accept one of the Bids or will act in accordance with Article 15 of this "Invitation and Instructions for Bidders". The acceptance of the Bid will be by notice in writing mailed to or delivered at the address designated in the Bid. If, within seven (7) days after the acceptance of a Bid, the Successful Bidder shall refuse or neglect to attend at the office of the Company and to execute the Contract and furnish the required Contractor's Bond properly signed by the Contractor and surety or sureties satisfactory to the Company as hereinafter provided, the Bidder shall be deemed to be in default and shall forfeit Bidder's bid security deposit.

When the Construction Contract has been executed on the part of the Company, it shall be forwarded to the Successful Bidder.

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## ARTICLE 12 - EXECUTION OF CONTRACT

As stated previously, the Successful Bidder will be required to execute the Contract and furnish Performance Bond and a Labor and Material Payment Bond within seven (7) days after acceptance of successful Bidder's bid.

If the Successful Bidder is a partnership, the Contract must be signed by each of the individuals who are partners; if a corporation, the Contract shall be signed in the correct corporate name by an officer or agent designated in a resolution of its Board of Directors, duly certified by the Secretary and bearing the seal of the corporation.

## ARTICLE 13 - SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed Construction Contract, the Successful Bidder must deliver to the Company an executed Performance Bond in the amount of one hundred percentum (100%) of the accepted bid as security for the faithful performance of the Construction Contract and for the payment of all persons performing labor and furnishing materials in connection therewith, prepared in the form of Performance Bond attached hereto and having as surety thereon such surety company or companies approved by the Company and authorized to transact business as a surety in the state of Illinois.

If the Successful Bidder is a partnership, the Performance Bond shall be signed by each of the individuals who are partners; if a corporation, the Performance Bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the Performance Bond corresponding to the number of counterparts of the Construction Contract. Each executed Performance Bond shall be accompanied by (a) appropriate acknowledgements of the respective parties (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Contractor or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer, or representative was issued; and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

## ARTICLE 14 - PERIOD OF COMPLETION

The date for starting work shall be fixed in a written notice which shall be mailed by the Company to the Successful Bidder or delivered not more than ten (10) calendar days before the starting date fixed therein. The Work shall commence on or before the starting date fixed in said notice and shall be completed in every detail within the number of consecutive calendar days stated in the Bidder's proposal beginning with the date specified in the notice plus such extensions of time as may be granted in accordance with the Contract.

The Company reserves the right to waive any informality in bids received, to reject any or all bids, or to accept that bid which will, under the circumstances, best serve the interests of the Company.

Any bid which is incomplete, obscure, or irregular, or omits one or more unit prices, or in which the unit prices are obviously unbalanced; or is accompanied by an insufficient or irregular bid security may be rejected.

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In the event that the Successful Bidder fails to execute the Construction Contract upon his part of to furnish satisfactory surety upon the Performance Bond; the Company, after declaring forfeited the security deposit of such Bidder, reserves the option to accept the bid of any other bidder within ten (10) days from such default, in which case such acceptance shall have the same effect as to such Bidder as though he were the originally Successful Bidder.

## ARTICLE 15 - RIGHT TO ACCEPT AND REJECT BIDS

The Company reserves the right to waive an informality in bids received, to reject any or all bids, or to accept that bid which will, under the circumstances, best serve the interests of the Company.

If awarded, the Contract shall be awarded to the lowest responsive, responsible bidder. The low bid shall be calculated on the base bid, or the base bid plus one or more of any of the alternate bids, in any combination, solely as determined by C&NW pursuant to its best interests. In determining the lowest responsible bid, consideration will be given to price, financial responsibility of the bidder, completion date, responsiveness to the specifications, suitability of the equipment offered for its intended use and the experience of C&NW and of other purchasers with the bidders.

C&NW may conduct a price and/or cost analysis of the bid as set forth in UMTA circular 42201B, Page I-11. A price analysis is the process of examining the bid and evaluating a proposed price without evaluating the separate cost elements. The price analysis, through comparison to other similar procurements, will be based on established or competitive prices of the elements used in the comparison. The comparison will be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis will be made of this difference and costs attached thereto.

C&NW may, in addition to or in a place of a price analysis, conduct a cost analysis of the bid price. A cost analysis is the process of verifying individual cost elements that make up the total cost proposed.

The price and/or cost analysis will be made by C&NW in conjunction with this bid. If C&NW cannot perform the needed analysis, C&NW may obtain the services of a qualified firm to perform the cost analysis.

By submitting its bid, the bidder agrees to furnish, upon request from C&NW, all information (including a list of subcontractors and suppliers and their prices) reasonably necessary for such analysis. Furthermore, C&NW may request that the contractor show, in detail, the kinds, quantities, and prices of direct material and direct labor used to develop prices/costs submitted in the bid. In addition, C&NW reserves the right to request and receive information explaining and estimating process, including the judgmental factors and methods used to project from known data, and the contingencies used. C&NW may require the bidder to show how it computes and applies indirect costs and to show trend and budgetary data.

C&NW may also conduct a pre-award facility survey of the bidder. This survey may include, but is not limited to determining if bidder has the experience and capability and the

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necessary facilities and financial resources to complete the contract in a satisfying manner within the required time.

C&NW award will be made within one hundred and twenty (120) days after the date of the bid opening, or any mutually agreed extension thereof.

C&NW's bid protest procedures are available upon request. You have the right to protest this RFQ or RFP. There are important time limits set forth in the procedures which are summarized here, but this paragraph is not meant to substitute the procedures. Any discrepancies between this paragraph and the bid protest procedures shall be decided by applying the procedures. If you wish to protest this solicitation, the protest must be filed with C&NW no later than five (5) days before opening of bids. If you wish to protest the bid evaluation, the protest must be filed with C&NW no later than ten (10) days after the bid opening. If you wish to protest award of the contract, the protest must be filed with C&NW, in writing, no later than seven (7) days after C&NW notifies bidders, in writing, no later than seven (7) days after C&NW notified bidders, in writing or orally, of the lowest responsive and responsible bidder. FTA will only review the protest regarding the alleged failure of the grantee to have written protest procedures or allege failure to follow such procedures. For more details concerning FTA's role in bid protests, bidders are referred to C&NW's bid protest procedures and UMTA circular 4220.1B, Chapt. V.

Any bid which is incomplete, obscure, or irregular, or omits one or more unit prices or in which the unit prices are obviously unbalanced; or is accompanied by an insufficient or irregular bid security may be rejected.

In the event that the Successful Bidder fails to execute the Construction Contract upon his part or to furnish satisfactory surety upon the Performance Bond; the Company, after declaring forfeited the security deposit of such Bidder, reserves the option to accept the Bid of any other Bidder within ten (10) days from such default, in which case such acceptance shall have the same effect as to such Bidder as though he were the original Successful Bidder.

## ARTICLE 16 - BOUND COPY OF CONTRACT DOCUMENTS

The bound copy of the Contract Documents shall remain intact. The information for Bidders, Contractor's Proposal, Bond Forms, Acknowledgements, Surety's Consent, Form of Construction Contract, Specifications, Special Conditions or Addenda shall not be removed from the bound copy of the Contract Documents prior to returning same to the Company.

## ARTICLE 17 - INSURANCE

Insurance of the types and amounts and other requirements as specified in "Article 1.49 - Special Conditions" of the Specifications shall be carried by the Successful Bidder throughout the lifetime of the Construction Contract. No separate payment will be made for insurance provided by the Contractor and all costs in connection herewith shall be absorbed or included in the bid items.

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## ARTICLE 18 - SUCCESSFUL BIDDER/CONTRACTOR

For purposed of this Invitation and Instruction's to Bidders and the Contract Documents, the term Successful Bidder shall also mean Contractor.

## ARTICLE 19 - CONTRACT DOCUMENTS

Contract 8-1992 shall include Technical Specifications dated January 25, 1993 and Contract Plans dated January 25, 1993 for Contracts 1-1993, 2-1993, 3-1993, 4-1992, 5-1993 and 6-1993. The Contractor's Bid shall be the sum of the six Contracts mentioned above. Work at each bridge shall be governed by the Contract Documents prepared for that bridge.

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Exhibit - C

## ELIGIBLE BIDDER AND PRICE CERTIFICATE

I, Douglas E. Patterson hereby

certify that KIEWIT WESTERN CO. is Not  
(Enter name of firm for which certification is made)

Included on the U.S. Comptroller General's Consolidated List of Persons or Firms Debarred From Federal Contracts for violations of various public contracts incorporating labor standards provisions.

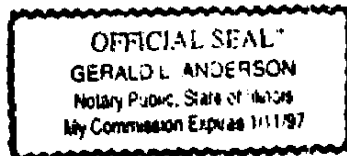
I also hereby certify that the firm prices quoted to Metra are the same firm prices that would be quoted to any other potential customer for the same quantity under the same quality under the same terms and conditions.



(Signature of company official)  
Douglas E. Patterson  
Vice President

SUBSCRIBED AND SWORN TO BEFORE ME THIS

25th day of March, 1993

  
NOTARY PUBLIC

SEAL

NOTE: This form must be submitted with bids only for contracts to be funded by FTA/IDOT

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CONTRACTOR PROPOSAL  
FOR THE  
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
C&NW WEST LINE, GENEVA SUBDIVISION  
BRIDGE REHABILITATION

TO: Mr. Carlos Gamboa  
Chicago and North Western Transportation Company  
165 North Canal Street  
Chicago, Illinois 60606

Sirs: The following proposal is made on behalf of the undersigned Bidder(s) and no others.

The undersigned KIEWIT WESTERN CO.

does hereby agree to enter into the Construction Contract in the form attached hereto with the Chicago and North Western Transportation Company (Company), for rehabilitation of existing Bridges 7.8, 8.0, 8.2, 8.4, 8.6 and 8.8 also referred to as the Kedzie Avenue, Homan Avenue, St. Louis Avenue, Central Park Avenue, Hamlin Avenue, and Pulaski Road Bridges on the Chicago and North Western Transportation Company's West Line, Geneva Subdivision located in Chicago, Illinois; the work as illustrated and documented herein; and other work related thereto (Contract 8-1993), and to furnish all labor, material, equipment, plant and other facilities, and to perform all Work necessary or proper for or incidental to the Work herein called for, complete in every respect, in strict accordance with the Plans, Specifications and other Contract Documents, and any future changes made therein, as provided in the Contract and Specifications, and to perform all other obligations and to assume all liability imposed upon the Contractor; and further agrees to accept in full compensation therefor the prices named in the following schedule, and except as otherwise provided in the Contract and Specifications such prices only:

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PROPOSAL

SCHEDULE OF PRICES - BASE BID

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
 CANW WEST LINE, GENEVA SUBDIVISION BRIDGE NOS 7 & KFDZIE AVENUE

80 HOMAN AVENUE  
 82 ST LOUIS AVENUE  
 84 CENTRAL PARK AVENUE  
 86 HAMLIN AVENUE  
 88 PULASKI AVENUE

(CONTRACT # 1993)

PAY ITEM ACCOUNT NO	DESCRIPTION	UNIT	APPROX QUANTITIES	UNIT PRICE		TOTAL PRICE (APPROX QUAN TIMES UNIT PRICE)
				IN FIGURES	WRITTEN IN WORDS	
01700 100	GENERAL CONDITIONS	LS	1	45,000	Forty Five Thousand DOLS AND 00 CTS	45,000
01800 100	MOBILIZATION	LS	1	30,000	Thirty Thousand DOLS AND 00 CTS	30,000
01501 100	TRAFFIC CONTROL	LS	1	80,000	Eighty Thousand DOLS AND 00 CTS	80,000
01600 100	SELECTIVE STRUCTURAL STEEL DEMOLITION	LS	1	170,000	ONE HUNDRED SEVENTY THOUSAND DOLS AND 00 CTS	170,000
02050 101	SELECTIVE STONE MASONRY DEMOLITION	LS	1	70,000	SEVENTY THOUSAND DOLS AND 00 CTS	70,000
02160 100	EXCAVATION SUPPORT SYSTEM	SF	9,546	01	ZERO AND ONE DOLS CTS	95 46
02170 100	TEMPORARY SUPPORT STRUCTURES	LS	1	300,000	THREE HUNDRED THOUSAND DOLS AND 00 CTS	300,000
02201 100	STRUCTURAL EXCAVATION	CY	634	45	FORTY FIVE AND ZERO DOLS CTS	28,530
02202 100	POROUS GRANULAR BACKFILL	CY	649	35	THIRTY FIVE AND ZERO DOLS CTS	22,715

CANW TRANSPORTATION COMPANY  
 88 GENEVA ST. CHICAGO, ILL. 60611

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PROPOSAL (CONTRACT # 1993) BASE BID

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**PROPOSAL**  
**SCHEDULE OF PRICES - BASE BID**  
**CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY**  
**CANW WEST LINE - GEN'A SURDIVISION BRIDGE NOS 7 & KEDZIE AVENUE**

80 HOMAN AVENUE  
 82 ST. LOUIS AVENUE  
 84 CENTRAL PARK AVENUE  
 86 HAMILL AVENUE  
 88 PULASKI AVENUE

(CONTRACT R 1491)

PAY ITEM ACCOUNT NO.	DESCRIPTION	UNIT	APPROX QUANTITIES	UNIT PRICE		TOTAL PRICE (APPROX QUANTITIES TIMES UNIT PRICE)
				IN FIGURES	WRITTEN IN WORDS	
02500 100	PAVEMENT	LS	1	3500	THREE THOUSAND FIVE HUNDRED AND ZERO	3500
02502 100	CURB AND GUTTERS	LF	50	35	THIRTY-FIVE AND ZERO	1750
02520 100	CONCRETE SIDEWALK PAVEMENT	SF	400	5	FIVE AND ZERO	2000
02704 100	MPE UNDERDRAINS	LF	493	50	FIFTY AND ZERO	24,650
03200 100	CONCRETE REINFORCEMENT	LBS	28,436	075	ZERO AND SEVENTY-FIVE	21,327
03700 100	CAST-IN PLACE CONCRETE	CY	252	900	NINE HUNDRED AND ZERO	226,800
04500 100	MASONRY RESTORATION & TUCKPOINTING	SF	8,743	750	SEVEN AND FIFTY	65,572
05120 100	STRUCTURAL STEEL	LS	1	1099000	ONE MILLION AND NINETY-NINE THOUSAND	1,099,000
05530 100	STEEL GRATE WALKWAY	LF	464	25	TWENTY-FIVE AND ZERO	11,600

CANW TRANSPORTATION COMPANY  
 BRIDGE NOS 7 & 8, 8, 8, 8, 8, 8 AND 8 & 8

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PROPOSAL  
 CONTRACT R 1491 BASE BID

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PROPOSAL  
SCHEDULE OF PRICES - BASE BID

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
CANW WEST LINE - GENEVA SUBDIVISION BRIDGE NOS 7 & KEDZIE AVENUE

- 80 HUMAN AVENUE
- 82 ST LOUIS AVENUE
- 84 CENTRAL PARK AVENUE
- 86 HAMILTON AVENUE
- 88 PULASKI AVENUE

(CONTRACT # 1967)

PAY ITEM ACCOUNT NO	DESCRIPTION	UNIT	APPROX QUANTITIES	UNIT PRICE		TOTAL PRICE (APPROX QUAN TIMES UNIT PRICE)
				IN FIGURES	WRITTEN IN WORDS	
(CHARGE ITEM)	PAINT EXISTING STEEL STRUCTURE	LS	1	150,000 -	ONE HUNDRED FIFTY THOUSAND AND ZERO CTS	150,000 -

TOTAL BASE BID

TOTAL BASE BID (WRITTEN IN WORDS)

Two Million Three Hundred Twenty Three Thousand Five Hundred Thirty Nine Dollars and No Cents

IN FIGURES

2,323,539.00

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**PROPOSAL**  
**SCHEDULE OF PRICES - ALTERNATE THREE**  
 CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
 CANW WEST LINE, GENEVA SUBDIVISION BRIDGE NOS 7 & KEDZIE AVENUE

80 HOMAN AVENUE  
 82 ST. LOUIS AVENUE  
 84 CENTRAL PARK AVENUE  
 86 HAMLIN AVENUE  
 88 PULASKI AVENUE

(CONTRACT # 1993)

PAY ITEM ACCOUNT NO	DESCRIPTION	UNIT	APPROX QUANTITIES	IN FIGURES	UNIT PRICE		TOTAL PRICE (APPROX QUANTITIES TIMES UNIT PRICE)
					WRITTEN IN WORDS		
01740 110	GENERAL CONDITIONS	LS	1	2,000	Twenty Thousand	AND ZERO	2,000
01840 110	MOBILIZATION	LS	1	40,000	Forty Thousand	AND ZERO	40,000
01901 110	TRAFFIC CONTROL	LS	1	30,000	THIRTY THOUSAND	AND ZERO	30,000
02050 110	SELECTIVE STRUCTURAL STEEL DEMOLITION	LS	1	80,000	EIGHTY THOUSAND	AND ZERO	80,000
02050 111	SELECTIVE STONE MASONRY DEMOLITION	LS	1	30,000	THIRTY THOUSAND	AND ZERO	30,000
02160 110	EXCAVATION SUPPORT SYSTEM	LF	0	0	ZERO	AND ONE	0
02170 110	TEMPORARY SUPPORT STRUCTURES	LS	1	50,000	FIFTY THOUSAND	AND ZERO	50,000
02201 110	STRUCTURAL EXCAVATION	CY	283	45	Forty-Five	AND ZERO	12,735
02203 110	POROUS GRANULAR BACKFILL	CY	283	35	THIRTY-FIVE	AND ZERO	9,905

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**PROPOSAL**  
**SCHEDULE OF PRICES - ALTERNATE THREE**  
 (CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
 CANW WEST LINE - GENEVA SUBDIVISION - BRIDGE NOS 7 & KEDZIE AVENUE

R 0 HOMAN AVENUE  
 R 2 ST LOUIS AVENUE  
 R 4 CENTRAL PARK AVENUE  
 R 6 HAMILIN AVENUE  
 R 8 MILWAUKEE AVENUE

(CONTRACT # 1993)

PAY ITEM ACCOUNT NO.	DESCRIPTION	UNIT	APPROX QUANTITIES	UNIT PRICE		TOTAL PRICE (APPROX QUANTITIES TIMES UNIT PRICE)
				IN FIGURES	WRITTEN IN WORDS	
02704 110	PIPE UNDERDRAINS	LF	182	50	FIFTY AND ZERO	9100
02501 110	PAVEMENT	LS	1	1500	ONE THOUSAND FIVE HUNDRED AND ZERO	1500
02502 110	CURB & GUTTERS	LF	0	35	THIRTY-FIVE AND ZERO	0
02510 110	SIDEWALK PAVEMENT	SF	0	5	FIVE AND ZERO	0
01300 110	CONCRETE REINFORCEMENT	LBS	15,290	0.75	ZERO AND SEVENTY-FIVE	11467.50
01300 110	CAST-IN-PLACE CONCRETE	CU YD	R4	950	NINE HUNDRED AND ZERO	79800
04500 110	TUCKPOINTING	SF	0	750	SEVEN HUNDRED AND FIFTY	0
05120 110	STRUCTURAL STEEL	LS	1	749000	SEVEN HUNDRED AND FORTY-NINE THOUSAND	749000
09900 110	PAINT EXISTING STEEL STRUCTURE	LS	1	75000	SEVENTY-FIVE THOUSAND AND ZERO	75000

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PROPOSAL

SCHEDULE OF PRICES - ALTERNATE THREE  
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
CANW WEST LINE, GENEVA SUBDIVISION - BRIDGE NOS 7 & KEDZIE AVENUE

- 40 HOMAN AVENUE
- 42 ST LOUIS AVENUE
- 44 CENTRAL PARK AVENUE
- 46 HAMLIN AVENUE
- 48 MILWAUKEE AVENUE

(CONTRACT 8 1943)

TOTAL ALTERNATE THREE

TOTAL ALTERNATE THREE (WRITTEN IN WORDS)	IN FIGURES
<i>One Million One Hundred Ninety Four Thousand Five Hundred Seven D. 16.00 and Fifty Cents</i>	<i>1,194,507.50</i>

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The undersigned declares that he has visited and examined the site of the work, has examined the Plans and the Form of Construction Contract, Information for Bidders, Specifications, Special Conditions and Addenda, attached hereto and made a part hereof, and will perform all the items, covenants and conditions, of the Contract, all in strict conformity to the requirements of the Plans and Specifications.

If this proposal is accepted, the undersigned, within seven (7) calendar days after the delivery of notice of award, will attend in person or by duly authorized representative, at the office of the Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois, or at such other place as may be designated, and will then and there deliver the Construction Contract with the Company in the form aforesaid, duly executed and with its execution duly proved; and the undersigned will at the same time deliver to Company in accordance with the terms of said Contract, surety in the sum of one hundred percent (100%) of the amount of the Construction Contract in the forms annexed hereto and made a part hereof with the following named sureties, or if these sureties be not approved by the Company, with such other sureties as the Company shall approve; and if the undersigned shall fail to furnish such satisfactory surety, the acceptance of the proposal shall not bind the Company to the Construction Contract.

The Aetna Casualty and Surety Company  
151 Farmington Avenue  
Hartford, CT 06156  
[Insert here the Surety offers]

The bid is secured in accordance with the requirements contained in the Invitation and Instructions for Bidders with the enclosed \* Bid Bond in the sum of \$ 5% of the Total Bid . It is understood that in case the undersigned is (are) not the Successful Bidder, the \* Bid Bond will be returned as provided for in the Invitation and Instructions for Bidders.

\* Insert the words Certified Check or Bid Bond.

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If this proposal be accepted by the Company and the Successful Bidder shall refuse or neglect, within the seven (7) days after the notice of award that the Construction Contract has been awarded to him, to execute the same and furnish the bond required with surety satisfactory to the Company, then the deposit of 5% of the Bid accompanying the proposal shall be forfeited to and retained by the Company, as, and for liquidated damages in respect of, and only in respect of, the delay which will result therefrom in commencing and completing the Work described herein, and the Company may let the Construction Contract; and the undersigned and his surety shall in addition, be liable to said owner for the difference, if any, between this bid and the sum at which the next highest Bidder, or the person or corporation to whom the Construction Contract shall be finally awarded, would be entitled to receive upon completion, the amount of said difference to be calculated upon the estimated quantities for comparing bids set forth in this proposal, which difference the Company shall be entitled to receive, and the Successful Bidder and his surety shall be bound to pay, immediately upon the letting of the Construction Contract to another.

The undersigned further agrees that, if awarded the Construction Contract, Successful Bidder will commence Work within three (3) calendar days after written notice to commence work and that Successful Bidder will fully complete the Work not later than October 15, 1993, or 198 calendar days after notice to proceed.

Any extensions to the date of completion noted above will be as provided elsewhere in the Contract Documents.

The undersigned propose to proceed with the Work in the following manner:

Each phases's work will proceed in the following manner:

- |                             |                                              |
|-----------------------------|----------------------------------------------|
| 1. Trackwork removal        | 5. A. Concrete                               |
| 2. Shoring                  | B. Structural Steel Removal                  |
| 3. A. Steel Demolition      | 6. Painting                                  |
| B. Stone Removal            | 7. New Track Work                            |
| 4. A. Structural Excavation | 8. Masonry Repair Concurrent with other work |
| B. Stone Removal            |                                              |

Phasing will be as per plans and specifications.

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The undersigned acknowledges receipt of the following addenda to the Plans and Specifications (give number and date of each).

Addendum No. <u>1</u>	Dated: <u>March 10, 1993</u>
Addendum No. <u>2</u>	Dated: <u>March 16, 1993</u>
Addendum No. <u>3</u>	Dated: <u>March 22, 1993</u>
Addendum No. _____	Dated: _____

FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDUM MAY RESULT IN REJECTION OF THE BID AS NOT RESPONSIVE.

To induce the acceptance of the Bid, the undersigned hereby makes each and every representation and warranty made by the Contractor in the Contract and the other papers bound herewith.

Said Information for Bidders, all papers required by it and submitted herewith, said Construction Contract and all papers made part thereof by its terms, are hereby made part of this Bid.

The Company, or the Consulting Engineer, may cause any notice intended for the undersigned to be delivered by independent carrier or sent postpaid by U.S. Mail to :

KIEWIT WESTERN CO.

1301 E. Higgins Road

Elk Grove Village, IL 60007

93443441

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The undersigned states that there are no persons interested as principals on this Proposal other than those named herein.

This Proposal is made without any connection with any other persons making a proposal or bid for the same purpose, and is in all respects fair and without collusion or fraud. No representative, officer, agent or employee of the Company, is interested directly or indirectly, as contracting party, partner, stockholder, surety or otherwise, in the supplies, work or business to which it relates, or in any portion of the profits thereof.

WITNESS:

(1) Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 1985

Address: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

(2) Name: \_\_\_\_\_

(Individual)

Address: \_\_\_\_\_

(To be filled in if Bidder is an Individual)

Attest: (Seal)

By: 

Gerald L. Anderson

Title: Ass't. Secretary

Name of Bidder: KIEWIT WESTERN CO.  
(To be filled in, if Bidder is a Corporation)

Incorporated in  
the State of: Delaware

By: 

Title: Douglas E. Patterson, Vice President

(To be filled in if Bidder is a Corporation)

WITNESS:

Name of Bidder: \_\_\_\_\_

(1) Name: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

(2) Name: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_  
(If a partnership, all partners must sign)

(To be filled in for each Partner if Bidder is a Partnership)

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## SURETY'S CONSENT

That for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the The Aetna Casualty and Surety Company

\_\_\_\_\_ consents and agrees that if the Construction Contract for which the attached proposal is made be awarded to Kiewit Western Co.

\_\_\_\_\_ the undersigned will become bound as surety for its faithful performance, and if the said \_\_\_\_\_ Kiewit Western Co.

\_\_\_\_\_ shall omit or refuse to execute such Construction Contract within seven (7) days from the time when notified so to do, then the undersigned will pay, without proof of notice, on demand, to the Chicago and North Western Transportation Company, any difference between the sum to which the next higher bidder or the person, persons, or corporation to whom the contract shall be finally awarded, would be entitled to receive upon such completion, and the amount of the foregoing proposal, the amount of said difference to be calculated upon the estimated quantities for comparing bids set forth in the proposal attached thereto.

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## SURETY'S CONSENT (Cont'd)

IN WITNESS WHEREOF, the undersigned has caused this Surety's Consent to be executed by its proper officers and its corporate seal to be hereto affixed this 25th day of March, 1993.

(Note: The Surety must sign below and state his place of business or residence)

The Aetna Casualty and Surety Company

By: Patricia A. Larson  
Patricia A. Larson  
Title: Attorney-in-Fact

~~Attest~~ COUNTERSIGNATURE

Kevin P. Nagel

Kevin P. Nagel, IL Resident Agent

(Surety must be authorized to do business in the State of Illinois as a surety. If Surety is a company or corporation, attach acknowledgment and statement here, with authority for signatures.)

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THE AETNA CASUALTY AND SURETY COMPANY  
Hartford, Connecticut 06155

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Robert Q. Lambka, P. A. Foss, Philip G. Dehn, Terry K. Bartel or Patricia A. Larson - -

of Omaha, Nebraska its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s):  
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all contents incident thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as this certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be void and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (with or seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile only and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, or the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appearing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be void and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be void and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Senior Vice President and its corporate seal to be hereon affixed this 22nd day of January 1993



THE AETNA CASUALTY AND SURETY COMPANY

By Joseph P. Kiernan  
Joseph P. Kiernan  
Senior Vice President

State of Connecticut }  
County of Hartford } as, Hartford

On the 22nd day of January 1993, before me personally came JOSEPH P. KIERNAN, to me known, who, being by me duly sworn, did depose and say that he/she is the Senior Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.

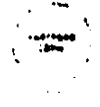


Rosalind A. Christie  
Rosalind A. Christie  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of the AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut, Dated this 25th day of March 1993.



By John W. Welch  
John W. Welch  
Secretary

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## NAME AND RESIDENCE IF BIDDER IS AN INDIVIDUAL

NAME \_\_\_\_\_ Title \_\_\_\_\_ Residence(\*) \_\_\_\_\_

## NAMES AND RESIDENCES OF OFFICERS, IF BIDDER IS A CORPORATION

NAME Douglas E. Patterson Vice President 1011 Alden Lane  
Buffalo Grove, IL  
Title Residence(\*)

## NAMES AND RESIDENCES OF PARTNERS, IF BIDDER IS A PARTNERSHIP

NAME \_\_\_\_\_ General or Limited Partner Residence(\*) \_\_\_\_\_

NAME \_\_\_\_\_ General or Limited Partner Residence(\*) \_\_\_\_\_

\* Give Street Number of Residence. Do not give business address.

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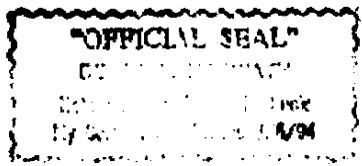
(Acknowledgment of Principal, if a Corporation)

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 25th day of March, 19 93, before me personally appeared Douglas E. Patterson, to me personally known, and personally known to me to be the Vice President of KIEWIT WESTERN CO., a corporation, who, being by me duly sworn, did depose and say that his address is 1011 Alden Lane, Buffalo Grove, IL that he was, on the date of the execution of the foregoing instrument, the said officer of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my HAND and affixed my OFFICIAL SEAL the day and year first above written.

Debra L. Hornath  
Notary Public in and for  
County and State aforesaid.



(SEAL)

My commission expires 6/8, 1994

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Kiewit Western Co.

as Principal, and The Aetna Casualty and Surety Company

as SURETY,

are held firmly bound unto the Chicago and North Western Transportation Company, hereinafter called the Company, in the penal sum of Five Percent (5%) of the Total Amount Bid-  
\_\_\_\_\_ dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated this 25th day of March 1993, for rehabilitation of existing Bridge Numbers 7.8, 8.0, 8.2, 8.4, 8.6 and 8.8 also referred to as the Kedzie Avenue, Homan Avenue, St. Louis, Central Park Avenue, Hamlin Avenue and Pulaski Road Bridges on the Chicago and North Western Transportation Company's West Line, Geneva Subdivision located in Chicago, Illinois; the work as illustrated and documented herein; and other work related thereto (Contract 7-1993, which includes Contracts 1-1993, 2-1993, 3-1993, 4-1993, 5-1993 and 6-1993) and to furnish all labor, materials, equipment, plant, and other facilities, and to perform all work necessary or proper for or incidental to the construction of the Work herein called for, complete in every respect, in strict accordance with the Plans, Specifications, and Construction Contract.

Now, THEREFORE, if the principal shall not withdraw said bid within sixty (60) days after the opening of the same, and shall within the period specified therefore, or, if no period be specified, within seven (7) days after the prescribed forms are presented to him for signature, enter into the written Construction Contract with the Company, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for faithful performance and

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proper fulfillment of such Construction Contract, or in the event of the withdrawal of said bid within the period specified, if the Principal shall pay the Company the difference between the amount specified in said bid and the amount for which the Company may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue. However, the maximum payment by the Principal to the Company shall not exceed the amount of the Bid Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 25th day of March, 19 93, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

In Presence of -

Attest:

(SEAL)  
By:   
Gerald L. Anderson  
Title: Assistant Secretary

By:   
Douglas E. Patterson  
Title: Vice President

(Affix Corporate Seal)

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XXXXXXX (Seal) COUNTERSIGNATURE

By: Kevin P. Nagel

Kevin P. Nagel.

Title: Illinois Resident Agent

The Aetna Casualty and Surety Company  
(Corporate Surety)

151 Farmington Avenue Hartford, CT 06156  
(Business Address)

By: Patricia A. Larson  
Patricia A. Larson

Title: Attorney-in-Fact

The rate of premium on this bond is n/a per thousand

Total amount of premium charged \$ none  
(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Gerald L. Anderson Assistant Secretary of the corporation named as principal in the within bond; that Douglas E. Patterson, who signed the said bond on behalf of the principal was then Vice President of said corporation, that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Gerald L. Anderson  
(Corporate Seal), Gerald L. Anderson

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11/11/2011

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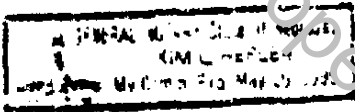
STATE OF NEBRASKA  
COUNTY OF DOUGLAS ) ss.

I, Kim L. Hepler  
a Notary Public in and for said County and State, do hereby certify that  
\_\_\_\_\_ Resident Vice President and  
\_\_\_\_\_ Resident Assistant Secretary  
Patricia A. Larson Attorney-in-Charge

of THE ETNA CASUALTY AND SURETY COMPANY, who is personally  
known to me to be the same person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person, and acknowledged  
that he has signed, sealed and delivered said instrument, for and on  
behalf of THE ETNA CASUALTY AND SURETY COMPANY, for the uses  
and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of March  
19 93.

Kim L. Hepler Notary Public  
Kim L. Hepler  
PRINTED NAME



18-1130-D/10-70



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PROPERTY AND CASUALTY

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THE AETNA CASUALTY AND SURETY COMPANY  
Hartford, Connecticut 06158

## POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and assumed, and does by these presents make, constitute and appoint **Robert D. Lambke, P. A. Foss, Philip G. Dehn, Terry K. Bartel or Patricia A. Larson** - -

of **Omaha, Nebraska** his true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there being noted the following instruments:

to his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby read and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

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

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Senior Vice President and its corporate seal to be hereunto affixed this 22nd day of January, 1993

State of Connecticut }  
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY  
By Joseph P. Kiernan  
Joseph P. Kiernan  
Senior Vice President

On the 22nd day of January, 1993, before me personally came **JOSEPH P. KIERNAN** of the town, who, being by me duly sworn, did declare and say: that he/she is Senior Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Rosalind R. Christie  
Rosalind R. Christie  
Notary Public  
My Commission Expires March 31, 1993

### CERTIFICATE

I, the undersigned, **SECRETARY** of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut, Dated this 25th day of March, 1993.



By John W. Welch  
John W. Welch  
Secretary

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CERTIFIED COPY OF SECTIONS 6, 7, AND 8  
OF ARTICLE V OF BY-LAWS OF  
KIEWIT WESTERN CO.

"OFFICERS - THE PRESIDENT - Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the stockholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

"THE VICE PRESIDENTS (IF ANY) - Section 8. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the board of directors may from time to time prescribe."

\* \* \* \* \*

I, Allen R. Kearns, Secretary of Kiewit Western Co., a corporation organized under the laws of the State of Delaware, do hereby certify that the foregoing is a full, true and correct copy of Sections 6, 7, and 8 of Article V of the By-Laws of said corporation.

I further certify that Douglas E. Patterson is a duly elected, qualified, and acting Vice President of Kiewit Western Co.

IN WITNESS WHEREOF, I have hereunto subscribed my name and have affixed the corporate seal of the corporation this 2nd day of October, 1992.

  
Allen R. Kearns, Secretary of  
KIEWIT WESTERN CO.

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FORM OF  
CONSTRUCTION CONTRACT  
OF THE  
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
CHICAGO, ILLINOIS  
FOR  
Contract 8-1993

This Construction Contract, hereinafter called the "Construction Contract", made this \_\_\_\_\_ day of \_\_\_\_\_, in the year 1993, by and between the Chicago and North Western Transportation Company, hereinafter called the "Company", party of the first part, and Kiewit Western Co.

1301 E. Higgins Road Elk Grove Village, IL 60007

hereinafter called the "Contractor", party of the second part.

Witnesseth, that, in consideration of the covenants and agreement hereinafter mentioned, including the FTA/IDOT Addendum for Construction Contract, Exhibit E, attached hereto, to be performed by the parties hereto, and the payments to be made as hereinafter provided, it is mutually agreed as follows:

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#0001 \*--93-443441  
COOK COUNTY RECORDER

## ARTICLE I - DESCRIPTION OF THE WORK.

The Contractor hereby agrees to furnish all materials, superintendence, labor, equipment, transportation, supplies and other facilities, and to perform all work necessary or proper for or incidental to rehabilitation of existing Bridge Number 7.8, 8.0, 8.2, 8.4, 8.6 and 8.8 also referred to the Kedzie Avenue, Homan Avenue, St. Louis Avenue, Central Park, Hamlin Avenue and Pulaski Road Bridge on the Chicago and North Western Transportation Company's West Line, Geneva Subdivision located in Chicago, Illinois; the work as illustrated and documented herein; and other work related thereto (Contract 8-1993) complete in every respect in strict accordance with the Plans, Specifications and this Construction Contract.

Construction of the aforementioned project is funded by the Federal Transit Administration ("FTA"), formerly known as the Urban Mass Transportation Administration ("UMTA"), the Illinois Department of Transportation ("IDOT") and the C&NW pursuant to Financial Assistance Agreements with said agencies.

Where used in these Documents, the Term "METRA" is substituted by the Term "C&NW", meaning the Chicago and North Western Transportation Company.

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## ARTICLE 2 - CONTRACT TIME

Time is of the essence. The date for Award of the Contract will be March 31, 1993. Within five days of the Bid Opening, the apparent low bidder shall submit a Schedule of Base Bid Work for review by the Company prior to Award of the Contract. Failure to complete the work by the designated completion date will result in the implementation of provisions for liquidated damages.

Prior to Phase I work, the Contractor shall provide the Company with written notice of their intention to proceed with work activities contingent upon availability of the out of service track and completion of track removal activities to be performed by the Company. This written notice shall be submitted to the Company two weeks prior to the planned initiation of Contractor's work activities at out-of-service Track 1. The Contractor shall be provided with an allowance of seven weeks of track out-of-service time to complete work activities necessary to secure Company's provisional acceptance of the Work of this Phase.

Between Phases I & II, the Company will require a minimum of three weeks to conduct activities related to placing out-of service trackage back in service and preparation of the bridge site(s) for Contractor's work activities at the subsequent project Phase.

The Contractor shall be provided with an allowance of seven weeks of track out-of-service time, (per phase), to complete work activities necessary to secure Company's provisional acceptance of the Work of Phases I and II.

All work of the Base Bid Contract shall be complete no later than 3:00 pm on Friday, October 15, 1993. Time required by the Company to place Track 3 (Phase II) back into service will be completed immediately following this time and date.

If selected by the Company for inclusion in the Contract, Alternate Three (Track Two) work activity which is contingent upon Track 2 being out of service shall be performed during a seven week period sometime during the months of April and May; the exact dates of the work will be determined during February of 1994 at the direction of the Company. Contractor shall complete all work activities necessary to secure Company's provisional acceptance of the Work of this Alternate within a seven week track out-of-service time period.

After work activity has started within any Phase or Alternate Phase, the Contractor

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shall not suspend Work without the written permission of the Engineer. When under suspension, the Work shall be put in proper and satisfactory condition and properly protected as directed by the Engineer. In all cases of suspension, the Work shall not again be resumed until permitted by order of the Engineer.

If the Work is suspended by the Contractor or by the Engineer because of the failure or refusal of the Contractor to comply with the orders of the Engineer or with the Plans or Specifications, the Contractor shall accelerate performance of the Work to comply with the established completion dates.

## ARTICLE 3 - EXTENSION OF CONTRACT TIME

No extension of Contract Time will be permitted.

## ARTICLE 4 - WORK PERMITTED BEYOND COMPLETION DATE

Items that will be permitted to be completed after the above specified completion dates are:

NONE.

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It is understood and agreed that the Contractor will repair at his own expense any damages which may be caused to property of the Company either by the Contractor's forces or through the prosecution of the Work.

## ARTICLE 11 - INDEMNITY

The Contractor shall indemnify and save harmless the Company and the Consulting Engineers, their officers, employees and agents, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements, and shall assume all risk, responsibility, and liability for death of or injury to any persons, including, but not limited to officers, employees, agents, patrons, and licensees of the parties hereto, and all risk, responsibility for loss, damage, or injury to any property, including but not limited to, that belonging to the parties hereto, together with all liability for any expenses, attorneys' fees, and costs incurred or sustained by the Company and the Consulting Engineers, arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from Work performed by the Contractor or the acts or omissions of the Contractor's employees or agents.

In addition the Contractor shall, upon the execution and delivery of this Construction Contract, execute and deliver to the Company a good and sufficient Performance Bond of indemnity in an amount equal to the total contract price of the Work provided for herein, at the time of award, as security for the faithful performance by the Contractor of all covenants and agreements on the part of the Contractor contained in this Construction Contract. The surety in such Performance Bond of indemnity shall be a properly organized surety corporation, accepted and approved by the Company and authorized to do business in the State of Illinois as a surety.

This Construction Contract is not intended by any of the provisions of any part of the Construction Contract to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Construction Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Construction Contract. The duties, obligations and responsibilities of the parties to this Construction Contract, with respect to third parties shall remain as imposed by law.

## ARTICLE 12 - CHANGES

The Company, by means of a written notice to the Contractor from the Engineer, shall have the right to make any changes that may be hereafter determined upon in the nature of dimensions of the Work, either before or after its commencement, and such changes, when made, shall be deemed incorporated as parts of this Construction Contract.

Additional Work similar in character to that covered by this Construction Contract shall be paid for at the unit prices herein provided. Variations in unit price quantities caused by such changes shall not form a basis for claims by the Contractor for damages or loss of anticipated profits. If such changes appreciably affect the cost of the Work to the Contractor, he shall, before proceeding with the Work, so notify the Company in writing and the difference shall be equitably adjusted by the Company.

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3.3 CHANGES IN THE SCOPE OF WORK Changes in the contractual scope of work shall be preceded by a duly executed change order or letter of authorization itemizing any change in the contract sum or term of construction.

- a. Any contract modification and change order amounts must be negotiated with C&NW.
- b. On contracts less than \$1,000,000.00, General Contractor's profit added to the sub-contractor's itemized statement cannot exceed 5% and overhead cannot exceed 10%. On contracts over \$1,000,000.00, General Contractor's profit added to the sub-contractor's itemized statement cannot exceed 5% and overhead cannot exceed 5%.
- c. On work performed by General Contractor's own forces, General Contractor will be reimbursed for actual cost of labor, materials, use of tools and use of equipment. On contracts less than \$1,000,000.00, profit cannot exceed 5% and overhead cannot exceed 10%. On contracts over \$1,000,000.00, General Contractor's profit cannot exceed 5% and overhead cannot exceed 5%.
- d. Engineer is to execute a standard C&NW change order form, describing the change in scope including justification for same.

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## ARTICLE 13 - ADJUSTMENT OF DISPUTES.

It is agreed that the decision of the Company shall be final and conclusive in any dispute which may rise between the parties to this Construction Contract relative to or touching the same; and each and every one of said parties do hereby waive any right of action, suit or suits, or other remedy in law or otherwise, by virtue of the covenants and provisions herein, so that the decision of said Company shall, in the nature of an award, be final and conclusive on the right and claims of said parties.

## ARTICLE 14 - SUSPENSION OR TERMINATION OF CONTRACT.

The Company reserves the right at any stage of the Work, to suspend operations thereon, or upon any part thereof, either for a time named or indefinitely, or to terminate this Construction Contract by giving the Contractor ten (10) days' written notice of such suspension or termination. In case of termination of this Construction Contract as provided above, the Engineer shall prepare a final estimate of the value of the Work completed prior to the date Work is terminated, which estimate shall include all material for the portion of Work actually purchased and delivered to the Contractor or specifically designed and ordered for the Work prior to the date of notice that the Work is to be terminated, and which but for such termination would have become a part of the completed Work; provided, however, that only such delivered or ordered materials shall be included as in the opinion of the Engineer were necessary and suitable for the Work; such materials so included shall be delivered to and be the property of the Company. The amount of said final estimate, less any previous payments shall be paid to the Contractor as soon thereafter as possible, and thereupon this Construction Contract shall be terminated. However, before payment of said final estimate shall be made, the Contractor shall submit to the Company satisfactory evidence that all payrolls, bills for material, and other indebtedness in connection with the Work have been paid and that all liens, claims, or suits for labor performed or material furnished in connection with the Work covered by this Construction Contract have been settled. Neither postponement nor suspension of the Work, nor termination of this Construction Contract shall entitle the Contractor to any claim for damage or for anticipated profits or for compensation for detention or for loss of use of agents, servants, tools, equipment, or plant, and the payments which, by and under this Construction Contract, the Company agrees to make shall be taken and accepted by the Contractor as full payments, and shall completely discharge the Company from all liability under this Construction Contract.

It is understood and agreed that the terms and conditions in the above paragraph concerning the suspension of Work or termination of this Construction Contract do not in any manner affect or nullify any provisions contained in the specifications pertaining to the suspension or termination of Work for causes and under conditions therein defined.

If Work is suspended as provided above, Work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice from the Company to the Contractor to do so.

## ARTICLE 15 - COMPLIANCE WITH LAWS.

As a further condition hereof, it is hereby expressly understood and agreed that the Contractor will (i) obtain and comply with and shall require its subcontractors to comply with all building permits, construction permits and licences and

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inspection's related thereto required for the performance of the Work and (2) comply with all laws relating to, as well as each and every order, permit, priority, rule and regulation of every governmental agency having jurisdiction over the Work to be performed and the Contractor hereby further agrees to indemnify, save, and hold the Company and the consulting Engineers, their officers, employees and agents harmless from any loss, cost, damage, or expense arising from, occasioned by, or in any manner connected with violations of any such order, permit, priority, rule or regulation.

## ARTICLE 16 - ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Construction Contract or any part thereof without the consent of the Company, given in writing. Such consent shall not release or relieve the Contractor from any of his obligations and liabilities under this Construction Contract.

## ARTICLE 17 - INTERFERENCE

The Contractor agrees that the Work under this Construction Contract is to be carried out in a manner such that delays to trains operating on active tracks will not occur as a result of Contractor activities. Furthermore, the Contractor agrees that the Work under this Construction Contract is to be carried out in such a manner as to assure the public use of the Company's Kedzie Avenue Commuter Rail Station Facility and its related amenities will not be interrupted or inconvenienced.

## ARTICLE 18 - INSURANCE

It is understood and agreed that the contractor will procure and carry insurance of the types and in the amounts and other requirements as specified in "Article 1. 49--Special Conditions" of the Specifications. All costs for insurance provided by the Contractor are included in the unit bid prices and no extra compensation therefor will be granted.

## ARTICLE 19 - DAILY REPORTS AND ACCOUNTING INFORMATION

If required by the Company, the Contractor shall furnish a daily statement of labor and equipment, distributed as to each item of Work performed, showing hours worked and rates for the various classes of labor. At the completion of the Work, the Contractor shall furnish to the Company, a complete list of unit quantities, unit costs, and such other information as may be required by the Company, a complete list of unit quantities, unit costs, and such other information as may be required by the company. If requested, the Company may examine Contractor and subcontractor records to verify the foregoing. Contractor shall furnish Company with evidence that all applicable sales and use taxes on all materials used in the Work have been paid.

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## ARTICLE 20 - COMPANY NOT EMPLOYER OF CONTRACTOR

The contracting parties are not employer and employee, and nothing in this Construction Contract shall be construed as creating such relationship between the Company and the Contractor. The Contractor may adopt such arrangements as he may desire, subject to the provisions of this Construction Contract, with regard to the details of the Work, and the personnel of the workers, provided, however, that the Work shall be done by the Contractor in such manner as will be consistent with the achievement of the result contracted for within the time herein agreed upon. It is further understood and agreed that, in no event, shall the Company be required to make deductions from compensation or report earnings of employees of the Contractor under any Social Security Act, Railroad Retirement Act, Railroad Retirement Tax Act,

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Unemployment Compensation or Insurance Act, or any other statute, Federal, State or local, purporting to levy a tax on payrolls or the compensation of employees; and the Contractor hereby agrees to indemnify and save the Company harmless from any and all liability, cost, or expense under any such law, growing out of the performance of this Construction Contract.

## ARTICLE 21 - NON-PAYMENT OF CLAIMS.

It is further understood and agreed that, in case the Contractor should fail, neglect, or refuse to pay or otherwise settle any mechanic's lien or to pay or otherwise satisfy any claim arising in favor of any person from or on account of any death or from or on account of any injury to person or to property, as a result of the performance of the Work hereinbefore described, or for any other cause for which the Contractor might be held liable, the Company shall have the right to deduct from any moneys at any time due the Contractor such sum or sums as in the judgment of the Company shall be sufficient to protect it against all damages, costs, attorney's fees, and other expenses, arising on account thereof, including expenses of making necessary investigations of facts. Upon being furnished satisfactory evidence of a full and sufficient release of any such claims, liens, damages, costs, attorney's fees and other expenses, the amount or amounts withheld on account thereof shall, if otherwise due, be paid to the Contractor. Contractor shall provide Company with a Labor and Material Payment Bond in the form of Exhibit "W" within (7) days of final execution of the Contract.

## ARTICLE 22 - BILLS BY COMPANY.

Where Work is being performed on a lump sum or unit price basis, it is understood and agreed that, should any Work be performed for the Contractor by the Company, either from necessity or by the Contractor's request, bills for such service will be rendered to the Contractor by the Company and paid or deducted from monies due the Contractor under this Construction Contract, such bills shall include, but shall not be limited to, the cost of labor plus ten percent (10%) to cover supervision and use of tools, cost of material plus fifteen percent (15%) to cover freight charges and cost of handling and, in addition, the term cost shall include vacation allowance, paid holiday allowance, health and welfare allowance, premiums for workmen's compensation, public liability, and property damage insurance, taxes payable by Company under the Railroad Retirement and Unemployment Insurance Acts, and under any excise, sales, or use tax based on the wages of labor, cost of material, or the gross cost of such Work, as the case may be.

## ARTICLE 23 - INTERPRETATION OF PLANS.

In the handling of the Work covered by this Construction Contract, the Contractor will be governed by the Specifications and Plans. If any uncertainty arises concerning their meaning, the Contractor will confer with and be governed by the interpretation of the Engineer.

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## ARTICLE 24 - EQUAL OPPORTUNITY.

DISADVANTAGED BUSINESS COMPLIANCE REQUIREMENTS. As a condition of Award, the Contractor must comply with the Disadvantaged Business Compliance Requirements contained in Exhibit F. Firms claiming to be minority/female owned and controlled must be certified by C&NW. Applications for certifications may be obtained from the C&NW DBE Department.

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## ARTICLE 25 - CONTRACTOR'S SWORN STATEMENT AND LIEN WAIVERS

The Contractor for itself, its subcontractors and materialmen hereby waives in advance all laborer's materialmen's and mechanic's lien rights against the Company or the property thereof arising out of the furnishing of labor and materials with respect to the Work, including without limitation, its rights if any, under any applicable Illinois statutes, and further agrees that it shall specifically require such waiver in its contract with each subcontractor performing portions of the Work. Contractor acknowledges that the Contract Documents may be recorded where appropriate to provide adequate public notice.

Contractor shall indemnify and save harmless, Company, and such other entities as may be designated by the Company from all claims, demands, causes of action or suits of whatever nature arising out of labor and materials furnished by Contractor and its subcontractors and materialmen under the Contract Documents, and from all laborers', materialmen's and mechanic's liens upon the Work or upon the property upon which the Work is located arising out of labor and materials furnished by Contractor and its subcontractors and will be responsible for all costs, expenses or attorney's fees accrued in defending Company, and such other entities as may be designated by the Company from any such action described above.

Contractor shall, each time there is a change, furnish Company with an updated list, verified by an authorized officer of Contractor, of all subcontractors, materialmen or the like concerned with the performance of the Work contemplated in the Contract Documents.

Prior to or upon Contractor's receipt of any partial payment from Company, Contractor shall provide Company with a sworn Contractor's Statement in the form of Exhibit "X" attached hereto and hereby incorporated into the Contract Documents. Each Contractor's Statement shall list all subcontractors or materialmen which have submitted invoices to Contractor involving charges paid under such partial payment. The Contractor's Statement shall be accompanied by a partial waiver of lien covering all charges paid to each such subcontractor or materialman by the Contractor. Each such partial waiver of lien shall be in the form of Exhibit "Y" attached hereto and hereby incorporated into the Contract Documents. The provision of these documents by Contractor shall be a condition precedent to any further partial payments by the Company.

Prior to final payment by Company, Contractor shall provide Company with a final sworn Contractor's Statement and a final waiver of lien for all Subcontractors and materialmen performing any portion of the Work or providing any materials therefor. Such final waiver of lien shall be in the form of Exhibit "Z" attached hereto and hereby incorporated into the Contract Documents.

Furthermore, Contractor shall provide any other statements, affidavits or the like required by the lien laws of any state in which construction is to occur hereunder at such times and in the form required by said laws to protect Company. "This Agreement will be filed with the Cook County Recorder".

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## ARTICLE 26 - CONFLICT OF INTEREST

No contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except with the approval of C&NW and/or the funding agencies or authorized representative.

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. COOK COUNTY RECORDER

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This Contract shall inure to the benefit of and be binding upon the legal representatives and successors of the parties respectively.

IN WITNESS WHEREOF, the said Contractor and the Company have hereunto set their HANDS, as of the day and year first above written.

ATTEST: (Seal)

By: *[Signature]*

Title: ASSISTANT SECRETARY

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

By: *[Signature]*

Title: Vice President-Planning

WITNESSES:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Individual)

By: \_\_\_\_\_

(SEAL)

ATTEST: (Seal)

By: *[Signature]*

Title: Gerald L. Anderson  
Assistant Secretary

Kiewit Western Co.

(Corporation Name)

By: *[Signature]*

Title: Douglas E. Patterson  
Vice President

WITNESSES:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
(Partnership Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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CONTRACTOR:

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

\_\_\_\_\_  
Title

(SEAL)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
(To be filled in, if a Corporation)

Our Corporation is chartered under the laws of the State of Delaware

\_\_\_\_\_ and the names, titles and business addresses of the executives  
are as follows:

Leonard W. Kearney

\_\_\_\_\_  
President

1000 Kiewit Plaza Omaha, NE 68131

\_\_\_\_\_  
Address

Allen R. Kearns

\_\_\_\_\_  
Secretary

1000 Kiewit Plaza Omaha, NE 68131

\_\_\_\_\_  
Address

Lee Ackerman

\_\_\_\_\_  
Treasurer

1000 Kiewit Plaza Omaha, NE 68131

\_\_\_\_\_  
Address

(If a partnership, all partners must sign)

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