

Construction Solicitation #56937 (BID)

**Term Agreement for Water Main Construction and Lead Service Line
Replacement: CBD/City Wide Specialty Contract - District Four (re-bid)**

Specification Number:1258048A

Required for use by: DEPARTMENT OF WATER MANAGEMENT

Bid/Proposal Submittal Date and Time: 11:00 AM Central Time, 02-DEC-2025

Deadline for Questions: 04:00 PM Central Time, 13-NOV-2025

Buyer: PESHOFF, NANCY

Email Address: nancy.peshoff@cityofchicago.org

Phone Number: 312-744-7664

Pre-Solicitation Conference Date and Time: 10:00 AM Central Time, 07-NOV-2025

Pre-Solicitation Conference Location: 2N_Mezzanine Conference Center_M-04_Great Fire; 2 N. LaSalle St,
Chicago, IL 60602.

Site Visit Date & Time: N/A

Site Visit Location: N/A

Please submit your response to:

<http://www.cityofchicago.org/eProcurement>
iSupplier vendor portal registration is required.
Allow 3 business days to complete registration.

BRANDON JOHNSON
MAYOR

SHARLA ROBERTS
CHIEF PROCUREMENT OFFICER

Specification Number: 1258048A

Type of Funding:

Title: 1258048A: Term Agreement for Water Main Construction and LSLR

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1 Header Information**1.1 General Information**

Title	1258048A: Term Agreement for Water Main Construction and LSLR		
Description	Term Agreement for Water Main Construction and Lead Service Line Replacement: CBD/City Wide Specialty Contract - District Four (re-bid)		
Preview Date	03-NOV-2025 10:00:00	Open Date	03-NOV-2025 10:00:00
Close Date	11:00 AM Central Time, 02-DEC-2025	Award Date	Not Specified
Time Zone	Central Time	Buyer	PESHOFF, NANCY
Quote Style	Sealed	Email	nancy.peshoff@cityofchicago.org
Event	Construction	Outcome	Blanket Purchase Agreement

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	088-3060 PURCHASING 333 S STATE STREET Chicago, IL 60604 United States	Bill-To Address	088-3060 PURCHASING 333 S STATE STREET Chicago, IL 60604 United States
Payment Terms	IMMEDIATE	Carrier	
FOB		Freight Terms	
Total Agreement Amount (USD)	Not Specified	Minimum Release Amount (USD)	Not Specified

1.3 Requirements

KEY SOLICITATION PARAMETERS	
BID DEPOSIT: 5% of Base Bid	
Type	No Response Required
PERFORMANCE BOND: Equal to 100% of Base Bid	
Type	No Response Required
CONTRACT SPECIFIC GOALS: 10.20% MBE / 2.82% WBE / 1% VBE	
Type	No Response Required
FUNDING SOURCE: CITY and IEPA FUNDING	
Type	No Response Required
DPS UNIT: Design and Construction	
Type	No Response Required
DRAWINGS: See Book 3	
Type	No Response Required
Value Type	Numeric Value only
MAPS: See Book 2	
Type	No Response Required
Value Type	Numeric Value only
CONTRACT TERM: Twelve (12) Month Term plus Twelve (12) Month Option to Extend	
Type	No Response Required

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KEY SOLICITATION PARAMETERS PRE-BID CONFERENCE: Yes, Strongly Encouraged Type No Response Required Enter the EDS number from your EDS Certificate and attach the certificate. Value Type Numeric Value only Provide your answer below
--

1.4 Attachments

Name	Data Type	Description
ATTACHMENT 01: ePROC APPENDIX	File	ATTACHMENT 01: ePROC APPENIX
ATTACHMENT 02: BOOK 1	File	ATTACHMENT 02: BOOK 1
ATTACHMENT 03: BOOK 2	File	ATTACHMENT 03: BOOK 2
ATTACHMENT 04: BOOK 3	File	ATTACHMENT 04: BOOK 3

1.5 Response Rules

- ☐ Solicitation is restricted to invited suppliers
- ☐ Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- ☐ Suppliers are allowed to respond to selected lines
- ☒ Suppliers are allowed to provide multiple responses
- ☐ Buyer may close the solicitation before the Close Date
- ☐ Buyer may manually extend the solicitation while it is open

2 Price Schedule**2.1 Line Information**

Display Rank As **No indicator displayed**
 Ranking **Price Only**
 Cost Factors **None**

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
1 100 - Mobilization / Job Set-Up		1	Lump Sum		
2 101a - Traffic Control - Residential Street		3	Each		
3 101b - Traffic Control - Collector, Secondary Arterial and Primary Arterial Streets		4	Each		
4 102 - Televised Inspection of Sewers and Sewer Structures		310	Linear Foot		
5 110a - Additional Trench Excavation (Within Trench Neat Lines) 8 to 12 feet from Ground Level		50	Cubic Yard		
6 110b - Additional Trench Excavation (Within Trench Neat Lines) 12 to 16 feet from Ground Level		20	Cubic Yard		
7 111a - Streetcar Track and Tie Removal - With Jumper Cable		230	Linear Foot		
8 111b - Streetcar Track and Tie Removal - Without Jumper Cable		450	Linear Foot		
9 112 - Rock Excavation		70	Cubic Yard		
10 113 - Test Hole		50	Each		
11 120a - Water Main Installed in Open Cut - 8-Inch		2,500	Linear Foot		
12 120b - Water Main Installed in Open Cut - 12- Inch		2,000	Linear Foot		
13 120c - Water Main Installed in Open Cut - 16- Inch		500	Linear Foot		
14 120d - Water Main Installed in Open Cut - 24- Inch		2,000	Linear Foot		
15 120e - Water Main Installed in Open Cut 30-Inch to 36- Inch		1,500	Linear Foot		
16 120f - Water Main Installed in Open Cut - 42- Inch to 48- Inch		500	Linear Foot		

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Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
17 120g - Water Main Installed in Open Cut & 60- Inch (Ductile Iron or PCCP)		250	Linear Foot		
18 120h - Water Main (Restrained Joint) Installed in Open Cut & 8- Inch		500	Linear Foot		
19 120i - Water Main (Restrained Joint) Installed in Open Cut & 12- Inch		500	Linear Foot		
20 120j - Water Main (Restrained Joint) Installed in Open Cut & 16- Inch		250	Linear Foot		
21 120k - Water Main (Restrained Joint) Installed in Open Cut & 24- Inch		200	Linear Foot		
22 120l - Water Main (Restrained Joint) Installed in Open Cut & 30- Inch to 36- Inch		200	Linear Foot		
23 120m - Water Main (Restrained Joint) Installed in Open Cut & 42 Inch to 48- Inch		100	Linear Foot		
24 120n - Water Main (Restrained Joint) Installed in Open Cut & 60- Inch		100	Linear Foot		
25 121a - Valve Installation - 8-Inch		5	Each		
26 121b - Valve Installation - 12-Inch		4	Each		
27 121c - Valve Installation - 16-Inch		2	Each		
28 121d - Butterfly Valve Installation - 24-Inch		4	Each		
29 121e - Butterfly Valve Installation - 36-Inch		4	Each		
30 121f - Butterfly Valve Installation - 48-Inch		2	Each		
31 121g - Butterfly Valve Installation - 54-Inch		2	Each		
32 122a - Resilient Wedge Valve - 8-Inch		3	Each		
33 122b - Resilient Wedge Valve - 12-Inch		3	Each		
34 122c - Resilient Wedge Valve - 16-Inch		1	Each		
35 123a - Hydrant		25	Each		

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Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
Installation					
36 123b - High Rise Hydrant Installation (< 40 Feet)		3	Each		
37 123c - High Rise Hydrant Installation (Additive for height > 40 Feet)		1	Each		
38 123d - High Rise Hydrant Installation (Additive for height > 80 Feet)		1	Each		
39 124a - 8-Inch Side Connection to 16-Inch and Smaller Water Main		3	Each		
40 124b - 12-Inch Side Connection to 16-Inch and Smaller Water Main		1	Each		
41 124c - 16-Inch Side Connection to 16-Inch and Smaller Water Main		1	Each		
42 124d - 12-Inch Side Connection to 24-Inch-30-Inch Water Main		2	Each		
43 124e - 12-Inch Side Connection to 36-Inch - 48-Inch Water Main		2	Each		
44 124f - 16-Inch Side Connection to 24-Inch - 30-Inch Water Main		2	Each		
45 124g - 16-Inch Side Connection to 36-Inch - 48-Inch Water Main		2	Each		
46 125a - 12-Inch and Smaller Fittings (Inside the CBD) - Not Shown on Drawings		850	Pound		
47 125b - 16-Inch and Larger Fittings (Inside the CBD) - Not Shown on Drawings		850	Pound		
48 125c - 12-Inch and Smaller Fittings (Outside the CBD) - Not Shown on Drawings		2,500	Pound		
49 125d - 16-Inch and Larger Fittings (Outside the CBD) - Not Shown on Drawings		2,500	Pound		
50 126a - Test Tap and Basin on CI or DI Pipe		3	Each		
51 126b - Test Tap and		2	Each		

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Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
Basin on PCCP					
52 127a - Insulation of Water Main		150	Linear Foot		
53 127b - Insulation of Water Service		400	Linear Foot		
54 128a - Install 8-Inch D.I. Restrained Joint Water Main Within 20-Inch Casing Pipe By Jacking and Boring		70	Linear Foot		
55 128b - Install 12-Inch D.I. Restrained Joint Water Main Within 24-Inch Casing Pipe By Jacking and Boring		90	Linear Foot		
56 129a - Replacement of Existing Sewer with Ductile Iron Pipe, 6-Inch Dia.		1,100	Linear Foot		
57 129b - Replacement of Existing Sewer with Ductile Iron Pipe, 8-Inch Dia.		960	Linear Foot		
58 129c - Replacement of Existing Sewer with Ductile Iron Pipe, 10 to 12-Inch Dia.		100	Linear Foot		
59 129d - Replacement of Existing Sewer with Ductile Iron Pipe, 15 to 16-Inch Dia.		100	Linear Foot		
60 129e - Replacement of Existing Sewer with Ductile Iron Pipe, 18-Inch Dia.		100	Linear Foot		
61 129f - Replacement of Existing Sewer with Ductile Iron Pipe, 24-Inch Dia.		50	Linear Foot		
62 130a - Replace Existing Roundway (1-Inch) and Shut-Off Box		2	Each		
63 130b - Replace Existing Roundway (1 ½ to 2- Inch) and Shut-Off Box		2	Each		
64 130c - Replace Existing Shut-Off Box		3	Each		
65 130d - Replace Existing Valve Box		3	Each		
66 130e - Upgrade Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (4 to 6-Inch)		2	Each		
67 130f - Upgrade		2	Each		

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Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (8 to 12-Inch)					
68 130g - Construct New Valve Basin		2	Each		
69 135 - Water Main Quality PVC Drain Connection 6-Inch by Pipe Bursting		100	Linear Foot		
70 140a - 8-Inch Tee Connection to 16-Inch and Smaller Water Main		2	Each		
71 140b - 12-Inch Tee Connection to 16-Inch and Smaller Water Main		2	Each		
72 140c - 16-Inch Tee Connection to 16-Inch and Smaller Water Main		2	Each		
73 140d - 8-Inch Tee Connection to 24 to 36- Inch Water Main		2	Each		
74 140e - 12-Inch Tee Connection to 24 to 36- Inch Water Main		2	Each		
75 140f - 16-Inch Tee Connection to 24 to 36- Inch Water Main		2	Each		
76 141a - 8-Inch Connection to Existing Fitting or Pipe		3	Each		
77 141b - 12-Inch Connection to Existing Fitting or Pipe		3	Each		
78 141c - 16-Inch Connection to Existing Fitting or Pipe		1	Each		
79 141d - 24-Inch Connection to Existing Fitting or Pipe		4	Each		
80 141e - 30 Inch to 36-Inch Connection to Existing Fitting or Pipe		4	Each		
81 141f - 42 Inch to 48- Inch Connection to Existing Fitting or Pipe		2	Each		
82 141g - 60-Inch Connection to Existing Fitting or Pipe		2	Each		
83 142 - 8-Inch or 12- Inch Pressure Connection to 16-Inch and Smaller C.I. or D.I. Water Main		2	Each		

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Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
84 143a - New Exterior Water Service, from the Water Main to the Roundway, Trenchless (1-inch)		150	Linear Foot		
85 143b - New Exterior Water Service, from the Water Main to the Roundway, Open Cut (1-inch)		600	Linear Foot		
86 143c - New Exterior Water Service, from the Water Main to the Roundway, Trenchless (1-1/2 to 2 -inch)		150	Linear Foot		
87 143d - New Exterior Water Service, from the Water Main to the Roundway, Open Cut (1-1/2 to 2 -inch)		600	Linear Foot		
88 143e - New Exterior Water Service, from the Roundway into the Building, Trenchless (1-inch)		75	Linear Foot		
89 143f - New Exterior Water Service, from the Roundway into the Building, Open Cut (1-inch)		300	Linear Foot		
90 143g - New Exterior Water Service, from the Roundway into the Building, Trenchless (1-1/2 to 2 -inch)		75	Linear Foot		
91 143h - New Exterior Water Service, from the Roundway into the Building, Open Cut (1-1/2 to 2 -inch)		300	Linear Foot		
92 143i - Extra Copper Interior Water Service (1-inch)		250	Linear Foot		
93 143j - Extra Copper Interior Water Service (1-1/2 to 2 inch)		250	Linear Foot		
94 143k - Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Copper Service (1-Inch)		5	Each		
95 143l - Water Service: Tap New or Existing Water Main, Connect New and		10	Each		

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Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
Reconnect Existing Copper Service (1- 1/2 to 2-Inch)					
96 143m - Water Service: Resilient Wedge Valve and Reconnect Existing Service (3 to 6-Inch)		10	Each		
97 143n - Water Service: Resilient Wedge Valve and Reconnect Existing Service (8 to 12-Inch)		8	Each		
98 143o - Water Service Pipe: Type K Copper (1-Inch) - Open Cut		30	Linear Foot		
99 143p - Water Service Pipe: Type K Copper (1-1/2 to 2-Inch) - Open Cut		60	Linear Foot		
100 143q - Water Service Pipe: Ductile Iron (4-Inch) ; Open Cut		70	Linear Foot		
101 143r - Water Service Pipe: Ductile Iron (6-Inch) ; Open Cut		70	Linear Foot		
102 143s - Outside Meter Installation in Vault		3	Each		
103 144a - 8-Inch or 12-Inch Connection to 24-Inch to 30-Inch - Remove and Replace Existing Tapping Connection Sleeve		2	Each		
104 144b - 8-Inch or 12-Inch Connection to 36- Inch to 42-Inch - Remove and Replace Existing Tapping Connection Sleeve		2	Each		
105 144c - 8-Inch or 12-Inch Connection to 48-Inch - Remove and Replace Existing Tapping Connection Sleeve		2	Each		
106 150 - Removal of Existing Fire Hydrant (Abandoned Water Main)		30	Each		
107 151 - Abandonment of Existing Valve and		15	Each		

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Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
Basin					
108 152a - Abandonment of Existing Unused Water Service (Smaller than 3-Inch)		4	Each		
109 152b - Abandonment of Existing Unused Water Service (3-Inch and Larger)		4	Each		
110 153a - Water Main Abandonment (Cut and Cap, or Plug Existing Water Main)		3	Each		
111 153b - Water Main Abandonment (Remove Existing Fitting and Reconnect)		3	Each		
112 160a - Special Soils Waste Excavation and Disposal		2,300	Cubic Yard		
113 160b - Waste Characterization Analysis		7	Each		
114 160c - Soil Boring Mobilization & Sampling		7	Each		
115 161a - Nitrile Gaskets for 4-Inch Pipe		5	Each		
116 161b - Nitrile Gaskets for 6-Inch Pipe		5	Each		
117 161c - Nitrile Gaskets for 8-Inch Pipe		50	Each		
118 161d - Nitrile Gaskets for 12-Inch Pipe		50	Each		
119 161e - Nitrile Gaskets for 16-Inch Pipe		17	Each		
120 170a - Cut-In Inspection Manhole Assembly: 30-Inch to 36-Inch Pipe		2	Each		
121 170b - Cut-In Inspection Manhole Assembly: 42-Inch Pipe		2	Each		
122 170c - Cut-In Inspection Manhole Assembly: 48-Inch Pipe		2	Each		
123 170d - Cut-In Inspection Manhole Assembly: 54-Inch Pipe		2	Each		
124 170e - Cut-In		2	Each		

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Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
Inspection Manhole Assembly: 60-Inch Pipe					
125 171 - Tapped Inspection Manhole Assembly: (54 or 60-Inch) x 24-Inch		2	Each		
126 172 - Blow-Off Valve Assembly		2	Each		
127 173a - Carbon Fiber Repair of Water Mains - 36 to 48-Inch Diameter		6,000	Square Foot		
128 173b - Carbon Fiber Repair of Water Mains - 54 to 60-Inch Diameter		10,000	Square Foot		
129 180a - Repair Pre-Existing Service Leak on Live Services Smaller than 3- Inch		5	Each		
130 180b - Repair Pre-Existing Service Leak on Live Services 3-Inch and Above		5	Each		
131 181a - Dewatering Services - WeekDAY Crew 8 Hour DAY		20	Day		
132 181b - Dewatering Services - WeekDAY Crew per Hour of OT or SaturDAY Crew per Hour of OT (4 hour minimum; 1.5 x Base Rate)		60	Hour		
133 181c - Dewatering Services - SunDAY Crew per Hour (4 hour minimum; 2 x Base Rate)		60	Hour		
134 190 - Dechlorination		11,000	Linear Foot		
135 191a - PVC Casing Pipe, 2-Inch to 3-Inch Diameter		200	Linear Foot		
136 191b - PVC Casing Pipe, 10-Inch to 12-Inch Diameter		10	Linear Foot		
137 191c - PVC Casing Pipe, 14-Inch Diameter		50	Linear Foot		
138 191d - PVC Casing Pipe, 20-Inch to 24-Inch Diameter		50	Linear Foot		
139 210b - Sub-Base Granular Material, CA-6 Type "B", 6-Inch		2,000	Square Yard		
140 211 - Flowable Fill		50	Cubic		

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Type of Funding:

Title: 1258048A: Term Agreement for Water Main Construction and LSLR

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
Backfill / Controlled Low Strength Material (CLSM)			Yard		
141 220b - Portland Cement Concrete Base Course (Class PV High Early Strength)		4,000	Cubic Yard		
142 221a - Concrete Curb and Gutter and Curb Type B Removal		1,000	Linear Foot		
143 221b - Concrete Combination Curb and Gutter		2,000	Linear Foot		
144 221c - Concrete Curb, Type B		250	Linear Foot		
145 222a - Portland Cement Concrete Sidewalk - 5-Inch, Including KeysTONE and Flares		4,000	Square Foot		
146 222b - Sidewalk / Driveway Removal to proposed Sub-grade		1,000	Square Foot		
147 222c - Portland Cement Concrete ADA Ramps, 5-Inch		1,200	Square Foot		
148 222d - Portland Cement Concrete ADA Ramps, 8-Inch (Example: signalized intersections)		400	Square Foot		
149 222e - Detectable Warning Tiles, Cast Iron (Linear and Radial Tiles)		150	Square Foot		
150 222f - Portland Cement Concrete Sidewalk, 5-Inch, Patterned and Colored		90	Square Foot		
151 223 - Portland Cement Concrete Driveway and Alley Pavement, 8-Inch (Class PV, High Early Strength)		300	Square Foot		
152 224a - Portland Cement Concrete Pavement (Class PV, High Early Strength)		200	Cubic Yard		
153 224b - Bus Pads (Class PV, High Early Strength)		200	Cubic Yard		
154 225 - Furnish and Install Dowel Bars and Tie Bars		5,500	Each		
155 226 - Winter Protection of New		1,600	Square Yard		

Specification Number: 1258048A

Type of Funding:

Title: 1258048A: Term Agreement for Water Main Construction and LSLR

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
Concrete					
156 227 - Removal of Existing Pavement (Outside Trench Neat Lines)		90	Square Yard		
157 230a - Adjustment of Sewer Manhole, Catch Basin, Valve Basin or Inlet, (per EA)		7	Each		
158 230b - Reconstruction of Manhole, Catch Basin, Valve Basin or Inlet, (per VLF)		11	Vertical Feet		
159 230c - Build New Catch Basin including Frame and Grates, (per EA)		12	Each		
160 230d - Build New Inlet including Frame and Grates, (per EA)		6	Each		
161 231 - Expose Buried Valve Basin and Adjust to Grade		2	Each		
162 232a - Adjustment of Buried Shut-Off Box		2	Each		
163 232b - Adjustment of Buried Valve Box		2	Each		
164 240a - Hot-Mix Asphalt Surface Removal, Up to 2-1/2-Inch (Cold Milling)		4,000	Square Yard		
165 240b - Hot-Mix Asphalt Surface Removal, greater than 2-1/2-Inch and Up to 5-Inch (Cold Milling)		25,000	Square Yard		
166 240c - Hot-Mix Asphalt Surface and Concrete Pavement Removal (Combination) 3-Inch and Under (Cold Milling)		13,000	Square Yard		
167 241b - Hot-Mix Asphalt Surface Course, IL-9.5LH, Mix "C", N30		400	Ton		
168 241c - Hot-Mix Asphalt Surface Course, IL-9.5LH, Mix "D", N50		1,600	Ton		
169 241d - Hot-Mix Asphalt Surface Course, Mix "D", N70		1,600	Ton		
170 241e - Polymerized Hot-Mix Asphalt		700	Ton		

Specification Number: 1258048A

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Type of Funding:

Title: 1258048A: Term Agreement for Water Main Construction and LSLR

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
Surface Course, Mix "E", N70					
171 241f - Hot-Mix Asphalt Binder Course, IL-19, N50		150	Ton		
172 241h - Hot-Mix Asphalt Leveling Binder (Machine Method), N30		120	Ton		
173 241i - Hot-Mix Asphalt Leveling Binder (Machine Method), N50		150	Ton		
174 241j - Hot-Mix Asphalt Leveling Binder (Machine Method), N70		150	Ton		
175 241k - Polymerized Leveling Binder (Machine Method), IL-4.75, N50		60	Ton		
176 241l - Hot-Mix Asphalt Surface Course (Hand Method)		50	Ton		
177 250 - Speed Hump		50	Linear Foot		
178 251a - Thermoplastic Pavement Marking - 4-Inch Line		1,000	Linear Foot		
179 251b - Thermoplastic Pavement Marking - 6-Inch Line		1,500	Linear Foot		
180 251c - Thermoplastic Pavement Marking - 24-Inch Line		1,000	Linear Foot		
181 251d - Thermoplastic Pavement Markings, Thermoplastic Letters and Symbols		500	Square Foot		
182 251e - Pavement Markings Tape for Bicycle Symbols and Arrows		600	Square Foot		
183 260a - Landscape Restoration - Hydro-Seeding		200	Square Yard		
184 270a - Brick / Paver Removal and Salvaging		150	Square Foot		
185 270b - Brick / Paver Resetting		150	Square Foot		
186 270c - Additional Brick Pavers		150	Square Foot		

Specification Number: 1258048A

Type of Funding:

Title: 1258048A: Term Agreement for Water Main Construction and LSLR

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
187 271 - Preformed Thermoplastic Crosswalk Surfacing System		500	Square Foot		
188 290a - Temporary Stair Installation and Removal, <7' Wide Treads		100	Linear Foot		
189 290b - Temporary Stair Installation and Removal, 7' to <12' Wide Treads		100	Linear Foot		

2.2 Line Details

2.2.1 Line 1 100 - Mobilization / Job Set-Up

Category	91360.	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.2 Line 2 101a - Traffic Control - Residential Street

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.3 Line 3 101b - Traffic Control - Collector, Secondary Arterial and Primary Arterial Streets

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.4 Line 4 102 - Televised Inspection of Sewers and Sewer Structures

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.5 Line 5 110a - Additional Trench Excavation (Within Trench Neat Lines) 8 to 12 feet from Ground Level

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

Specification Number: 1258048A

Type of Funding:

Title: 1258048A: Term Agreement for Water Main Construction and LSLR

2.2.6 Line 6 110b - Additional Trench Excavation (Within Trench Neat Lines) 12 to 16 feet from Ground Level

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.7 Line 7 111a - Streetcar Track and Tie Removal - With Jumper Cable

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.8 Line 8 111b - Streetcar Track and Tie Removal - Without Jumper Cable

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.9 Line 9 112 - Rock Excavation

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.10 Line 10 113 - Test Hole

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.11 Line 11 120a - Water Main Installed in Open Cut - 8-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.12 Line 12 120b - Water Main Installed in Open Cut - 12- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.13 Line 13 120c - Water Main Installed in Open Cut - 16- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.14 Line 14 120d - Water Main Installed in Open Cut - 24- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.15 Line 15 120e - Water Main Installed in Open Cut ¿ 30-Inch to 36- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.16 Line 16 120f - Water Main Installed in Open Cut - 42- Inch to 48- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.17 Line 17 120g - Water Main Installed in Open Cut ¿ 60- Inch (Ductile Iron or PCCP)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.18 Line 18 120h - Water Main (Restrained Joint) Installed in Open Cut ¿ 8- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.19 Line 19 120i - Water Main (Restrained Joint) Installed in Open Cut ¿ 12- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.20 Line 20 120j - Water Main (Restrained Joint) Installed in Open Cut ¿ 16- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.21 Line 21 120k - Water Main (Restrained Joint) Installed in Open Cut ¿ 24- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.22 Line 22 120l - Water Main (Restrained Joint) Installed in Open Cut ¿ 30- Inch to 36- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.23 Line 23 120m - Water Main (Restrained Joint) Installed in Open Cut ¿ 42 Inch to 48- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.24 Line 24 120n - Water Main (Restrained Joint) Installed in Open Cut ¿ 60- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.25 Line 25 121a - Valve Installation - 8-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.26 Line 26 121b - Valve Installation - 12-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.27 Line 27 121c - Valve Installation - 16-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.28 Line 28 121d - Butterfly Valve Installation - 24-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.29 Line 29 121e - Butterfly Valve Installation - 36-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.30 Line 30 121f - Butterfly Valve Installation - 48-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.31 Line 31 121g - Butterfly Valve Installation - 54-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.32 Line 32 122a - Resilient Wedge Valve - 8-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.33 Line 33 122b - Resilient Wedge Valve - 12-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.34 Line 34 122c - Resilient Wedge Valve - 16-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.35 Line 35 123a - Hydrant Installation

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.36 Line 36 123b - High Rise Hydrant Installation (< 40 Feet)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.37 Line 37 123c - High Rise Hydrant Installation (Additive for height > 40 Feet)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.38 Line 38 123d - High Rise Hydrant Installation (Additive for height > 80 Feet)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.39 Line 39 124a - 8-Inch Side Connection to 16-Inch and Smaller Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.40 Line 40 124b - 12-Inch Side Connection to 16-Inch and Smaller Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.41 Line 41 124c - 16-Inch Side Connection to 16-Inch and Smaller Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.42 Line 42 124d - 12-Inch Side Connection to 24-Inch- 30-Inch Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.43 Line 43 124e - 12-Inch Side Connection to 36-Inch - 48-Inch Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.44 Line 44 124f - 16-Inch Side Connection to 24-Inch - 30-Inch Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.45 Line 45 124g - 16-Inch Side Connection to 36-Inch - 48-Inch Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.46 Line 46 125a - 12-Inch and Smaller Fittings (Inside the CBD) - Not Shown on Drawings

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.47 Line 47 125b - 16-Inch and Larger Fittings (Inside the CBD) - Not Shown on Drawings

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.48 Line 48 125c - 12-Inch and Smaller Fittings (Outside the CBD) - Not Shown on Drawings

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.49 Line 49 125d - 16-Inch and Larger Fittings (Outside the CBD) - Not Shown on Drawings

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.50 Line 50 126a - Test Tap and Basin on CI or DI Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.51 Line 51 126b - Test Tap and Basin on PCCP

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.52 Line 52 127a - Insulation of Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.53 Line 53 127b - Insulation of Water Service

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.54 Line 54 128a - Install 8-Inch D.I. Restrained Joint Water Main Within 20-Inch Casing Pipe By Jacking and Boring

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.55 Line 55 128b - Install 12-Inch D.I. Restrained Joint Water Main Within 24-Inch Casing Pipe By Jacking and Boring

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.56 Line 56 129a - Replacement of Existing Sewer with Ductile Iron Pipe, 6-Inch Dia.

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.57 Line 57 129b - Replacement of Existing Sewer with Ductile Iron Pipe, 8-Inch Dia.

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.58 Line 58 129c - Replacement of Existing Sewer with Ductile Iron Pipe, 10 to 12-Inch Dia.

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.59 Line 59 129d - Replacement of Existing Sewer with Ductile Iron Pipe, 15 to 16-Inch Dia.

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.60 Line 60 129e - Replacement of Existing Sewer with Ductile Iron Pipe, 18-Inch Dia.

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.61 Line 61 129f - Replacement of Existing Sewer with Ductile Iron Pipe, 24-Inch Dia.

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.62 Line 62 130a - Replace Existing Roundway (1-Inch) and Shut-Off Box

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.63 Line 63 130b - Replace Existing Roundway (1 ½ to 2- Inch) and Shut-Off Box

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.64 Line 64 130c - Replace Existing Shut-Off Box

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.65 Line 65 130d - Replace Existing Valve Box

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.66 Line 66 130e - Upgrade Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (4 to 6-Inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.67 Line 67 130f - Upgrade Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (8 to 12-Inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.68 Line 68 130g - Construct New Valve Basin

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.69 Line 69 135 - Water Main Quality PVC Drain Connection 6-Inch by Pipe Bursting

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.70 Line 70 140a - 8-Inch Tee Connection to 16-Inch and Smaller Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.71 Line 71 140b - 12-Inch Tee Connection to 16-Inch and Smaller Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.72 Line 72 140c - 16-Inch Tee Connection to 16-Inch and Smaller Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.73 Line 73 140d - 8-Inch Tee Connection to 24 to 36- Inch Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.74 Line 74 140e - 12-Inch Tee Connection to 24 to 36- Inch Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.75 Line 75 140f - 16-Inch Tee Connection to 24 to 36- Inch Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.76 Line 76 141a - 8-Inch Connection to Existing Fitting or Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.77 Line 77 141b - 12-Inch Connection to Existing Fitting or Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.78 Line 78 141c - 16-Inch Connection to Existing Fitting or Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.79 Line 79 141d - 24-Inch Connection to Existing Fitting or Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.80 Line 80 141e - 30 Inch to 36-Inch Connection to Existing Fitting or Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.81 Line 81 141f - 42 Inch to 48-Inch Connection to Existing Fitting or Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.82 Line 82 141g - 60-Inch Connection to Existing Fitting or Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.83 Line 83 142 - 8-Inch or 12-Inch Pressure Connection to 16-Inch and Smaller C.I. or D.I. Water Main

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.84 Line 84 143a - New Exterior Water Service, from the Water Main to the Roundway, Trenchless (1-inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.85 Line 85 143b - New Exterior Water Service, from the Water Main to the Roundway, Open Cut (1-inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.86 Line 86 143c - New Exterior Water Service, from the Water Main to the Roundway, Trenchless (1-1/2 to 2 -inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.87 Line 87 143d - New Exterior Water Service, from the Water Main to the Roundway, Open Cut (1-1/2 to 2 -inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.88 Line 88 143e - New Exterior Water Service, from the Roundway into the Building, Trenchless (1-inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.89 Line 89 143f - New Exterior Water Service, from the Roundway into the Building, Open Cut (1-inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.90 Line 90 143g - New Exterior Water Service, from the Roundway into the Building, Trenchless (1-1/2 to 2 -inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.91 Line 91 143h - New Exterior Water Service, from the Roundway into the Building, Open Cut (1-1/2 to 2 -inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.92 Line 92 143i - Extra Copper Interior Water Service (1-inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.93 Line 93 143j - Extra Copper Interior Water Service (1-1/2 to 2 inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.94 Line 94 143k - Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Copper Service (1-Inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.95 Line 95 143l - Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Copper Service (1- 1/2 to 2-Inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.96 Line 96 143m - Water Service: Resilient Wedge Valve and Reconnect Existing Service (3 to 6-Inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.97 Line 97 143n - Water Service: Resilient Wedge Valve and Reconnect Existing Service (8 to 12-Inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.98 Line 98 143o - Water Service Pipe: Type K Copper (1-Inch) - Open Cut

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.99 Line 99 143p - Water Service Pipe: Type K Copper (1-1/2 to 2-Inch) - Open Cut

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.100 Line 100 143q - Water Service Pipe: Ductile Iron (4-Inch) - Open Cut

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.101 Line 101 143r - Water Service Pipe: Ductile Iron (6-Inch) ½ Open Cut

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.102 Line 102 143s - Outside Meter Installation in Vault

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.103 Line 103 144a - 8-Inch or 12-Inch Connection to 24-Inch to 30-Inch - Remove and Replace Existing Tapping Connection Sleeve

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.104 Line 104 144b - 8-Inch or 12-Inch Connection to 36- Inch to 42-Inch - Remove and Replace Existing Tapping Connection Sleeve

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.105 Line 105 144c - 8-Inch or 12-Inch Connection to 48-Inch - Remove and Replace Existing Tapping Connection Sleeve

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.106 Line 106 150 - Removal of Existing Fire Hydrant (Abandoned Water Main)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.107 Line 107 151 - Abandonment of Existing Valve and Basin

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.108 Line 108 152a - Abandonment of Existing Unused Water Service (Smaller than 3-Inch)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.109 Line 109 152b - Abandonment of Existing Unused Water Service (3-Inch and Larger)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.110 Line 110 153a - Water Main Abandonment (Cut and Cap, or Plug Existing Water Main)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.111 Line 111 153b - Water Main Abandonment (Remove Existing Fitting and Reconnect)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.112 Line 112 160a - Special Soils Waste Excavation and Disposal

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.113 Line 113 160b - Waste Characterization Analysis

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.114 Line 114 160c - Soil Boring Mobilization & Sampling

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.115 Line 115 161a - Nitrile Gaskets for 4-Inch Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.116 Line 116 161b - Nitrile Gaskets for 6-Inch Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.117 Line 117 161c - Nitrile Gaskets for 8-Inch Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.118 Line 118 161d - Nitrile Gaskets for 12-Inch Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.119 Line 119 161e - Nitrile Gaskets for 16-Inch Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.120 Line 120 170a - Cut-In Inspection Manhole Assembly: 30-Inch to 36-Inch Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.121 Line 121 170b - Cut-In Inspection Manhole Assembly: 42-Inch Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.122 Line 122 170c - Cut-In Inspection Manhole Assembly: 48-Inch Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.123 Line 123 170d - Cut-In Inspection Manhole Assembly: 54-Inch Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.124 Line 124 170e - Cut-In Inspection Manhole Assembly: 60-Inch Pipe

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.125 Line 125 171 - Tapped Inspection Manhole Assembly: (54 or 60-Inch) x 24-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.126 Line 126 172 - Blow-Off Valve Assembly

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.127 Line 127 173a - Carbon Fiber Repair of Water Mains - 36 to 48-Inch Diameter

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.128 Line 128 173b - Carbon Fiber Repair of Water Mains - 54 to 60-Inch Diameter

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.129 Line 129 180a - Repair Pre-Existing Service Leak on Live Services Smaller than 3- Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.130 Line 130 180b - Repair Pre-Existing Service Leak on Live Services 3-Inch and Above

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.131 Line 131 181a - Dewatering Services - WeekDAY Crew 8 Hour DAY

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.132 Line 132 181b - Dewatering Services - WeekDAY Crew per Hour of OT or SaturDAY Crew per Hour of OT (4 hour minimum; 1.5 x Base Rate)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.133 Line 133 181c - Dewatering Services - SunDAY Crew per Hour (4 hour minimum; 2 x Base Rate)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.134 Line 134 190 - Dechlorination

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.135 Line 135 191a - PVC Casing Pipe, 2-Inch to 3-Inch Diameter

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.136 Line 136 191b - PVC Casing Pipe, 10-Inch to 12-Inch Diameter

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.137 Line 137 191c - PVC Casing Pipe, 14-Inch Diameter

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.138 Line 138 191d - PVC Casing Pipe, 20-Inch to 24-Inch Diameter

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.139 Line 139 210b - Sub-Base Granular Material, CA-6 Type "B", 6-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.140 Line 140 211 - Flowable Fill Backfill / Controlled Low Strength Material (CLSM)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.141 Line 141 220b - Portland Cement Concrete Base Course (Class PV High Early Strength)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.142 Line 142 221a - Concrete Curb and Gutter and Curb Type B Removal

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.143 Line 143 221b - Concrete Combination Curb and Gutter

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.144 Line 144 221c - Concrete Curb, Type B

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.145 Line 145 222a - Portland Cement Concrete Sidewalk - 5-Inch, Including KeysTONE and Flares

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.146 Line 146 222b - Sidewalk / Driveway Removal to proposed Sub-grade

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.147 Line 147 222c - Portland Cement Concrete ADA Ramps, 5-Inch

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.148 Line 148 222d - Portland Cement Concrete ADA Ramps, 8-Inch (Example: signaled intersections)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.149 Line 149 222e - Detectable Warning Tiles, Cast Iron (Linear and Radial Tiles)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.150 Line 150 222f - Portland Cement Concrete Sidewalk, 5-Inch, Patterned and Colored

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.151 Line 151 223 - Portland Cement Concrete Driveway and Alley Pavement, 8-Inch (Class PV, High Early Strength)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.152 Line 152 224a - Portland Cement Concrete Pavement (Class PV, High Early Strength)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.153 Line 153 224b - Bus Pads (Class PV, High Early Strength)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.154 Line 154 225 - Furnish and Install Dowel Bars and Tie Bars

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.155 Line 155 226 - Winter Protection of New Concrete

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.156 Line 156 227 - Removal of Existing Pavement (Outside Trench Neat Lines)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.157 Line 157 230a - Adjustment of Sewer Manhole, Catch Basin, Valve Basin or Inlet, (per EA)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.158 Line 158 230b - Reconstruction of Manhole, Catch Basin, Valve Basin or Inlet, (per VLF)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.159 Line 159 230c - Build New Catch Basin including Frame and Grates, (per EA)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.160 Line 160 230d - Build New Inlet including Frame and Grates, (per EA)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.161 Line 161 231 - Expose Buried Valve Basin and Adjust to Grade

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.162 Line 162 232a - Adjustment of Buried Shut-Off Box

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.163 Line 163 232b - Adjustment of Buried Valve Box

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.164 Line 164 240a - Hot-Mix Asphalt Surface Removal, Up to 2-1/2-Inch (Cold Milling)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.165 Line 165 240b - Hot-Mix Asphalt Surface Removal, greater than 2-1/2-Inch and Up to 5-Inch (Cold Milling)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.166 Line 166 240c - Hot-Mix Asphalt Surface and Concrete Pavement Removal (Combination) 3-Inch and Under (Cold Milling)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.167 Line 167 241b - Hot-Mix Asphalt Surface Course, IL-9.5LH, Mix "C", N30

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.168 Line 168 241c - Hot-Mix Asphalt Surface Course, IL-9.5LH, Mix "D", N50

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.169 Line 169 241d - Hot-Mix Asphalt Surface Course, Mix "D", N70

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.170 Line 170 241e - Polymerized Hot-Mix Asphalt Surface Course, Mix "E", N70

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.171 Line 171 241f - Hot-Mix Asphalt Binder Course, IL-19, N50

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.172 Line 172 241h - Hot-Mix Asphalt Leveling Binder (Machine Method), N30

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.173 Line 173 241i - Hot-Mix Asphalt Leveling Binder (Machine Method), N50

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.174 Line 174 241j - Hot-Mix Asphalt Leveling Binder (Machine Method), N70

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.175 Line 175 241k - Polymerized Leveling Binder (Machine Method), IL-4.75, N50

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.176 Line 176 241l - Hot-Mix Asphalt Surface Course (Hand Method)

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.177 Line 177 250 - Speed Hump

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.178 Line 178 251a - Thermoplastic Pavement Marking - 4- Inch Line

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.179 Line 179 251b - Thermoplastic Pavement Marking - 6- Inch Line

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.180 Line 180 251c - Thermoplastic Pavement Marking - 24-Inch Line

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.181 Line 181 251d - Thermoplastic Pavement Markings, Thermoplastic Letters and Symbols

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.182 Line 182 251e - Pavement Markings Tape for Bicycle Symbols and Arrows

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.183 Line 183 260a - Landscape Restoration - Hydro-Seeding

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.184 Line 184 270a - Brick / Paver Removal and Salvaging

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.185 Line 185 270b - Brick / Paver Resetting

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.186 Line 186 270c - Additional Brick Pavers

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.187 Line 187 271 - Preformed Thermoplastic Crosswalk Surfacing System

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.188 Line 188 290a - Temporary Stair Installation and Removal, <7' Wide Treads

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

2.2.189 Line 189 290b - Temporary Stair Installation and Removal, 7' to <12' Wide Treads

Category	91360..	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release	Not Specified		
Amount (USD)			
Estimated Total	Not Specified		
Amount (USD)			

APPENDIX 1 ePROCUREMENT

This is an eProcurement Bid. Bids are to be submitted through the City's "iSupplier" system, the City's eProcurement computer system for electronic bidding and providing Contractors with access to contract, ordering and payment information for their City contracts. The following provisions apply to this bid and supersede any conflicting provisions in Books 1, 2, and 3.

1. Obtaining the Bid Documents

Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda. Documents may be downloaded from the Department of Procurement Service's ("DPS") website at the following URL:

<http://www.cityofchicago.org/eProcurement>

Click on "Current Bids."

In order to receive notice of clarifications and addenda, Bidders must be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer. This will sign Bidders up for notifications.

Bid Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS web site at www.cityofchicago.org/TOL. To find Opportunity Take Out lists go to "Get Started Online," click "Opportunities" and search by the specification number.

2. Clarifications and Addenda

The City will send an email notification to suppliers who have indicated intent in a Bid that an addendum or clarification has been issued. The Clarifications and Addenda incorporated into the electronic bid document available at the following URL:

<https://www.cityofchicago.org/eProcurement>

Suppliers that have indicated interest in a Bid will receive email notification that an addendum or clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Bidder from the obligation to bid according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic Acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic Bid. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this bid solicitation.

3. Questions Regarding the Bid Documents; Bidder Inquiry Deadline

All inquiries regarding the Bid Documents or procurement process may be directed to the Procurement Specialist/Senior Procurement Specialist in iSupplier via online discussion or via email at the email address listed on the front cover of the Bid Documents.

The Bidder Inquiry Deadline is listed on the front cover of the Bid Documents under "Deadline for Questions." Inquiries received after the Bidder Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Bidders may only rely on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City.

4. Preparation of Bids & Completion of the Bid Documents

Each Bidder must complete all of the forms listed on the Bid Submittal Checklist (with the exception of the Proposal Pages) in the Requirements section and scan and upload them as attachments to the electronic bid submission. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the City.

Bidders must submit their pricing electronically by filling out bid lines in the electronic Price Schedule in the iSupplier system.

Bidders must use the Bid Execution Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the City that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents. Signatures must be sworn before a Notary Public. The form must be printed, signed, notarized and scanned then uploaded as an attachment to the electronic bid submission.

5. Submission of Bids - Date, Time, and Place

Bids are to be submitted electronically to the Department of Procurement on the date and prior to the time stated on the Cover Page of the Bid Documents, or any addendum issued by the City to change such Bid Opening Date. No bid will be accepted after the Bid Opening Date. The time of the receipt of the bid will be determined solely by the "Time of Quote" generated by the iSupplier system.

6. Bid Deposit

5% of the Total Base Bid

When submitting an electronic bid, scan and upload a copy of your bid deposit with your submittal documents. The 1st and 2nd apparent low bidders will be required to deliver their original and properly executed bid deposit to the Bid & Bond Room within 2 business days following the Bid Opening Date.

BOOK 1
TERMS AND CONDITIONS FOR CONSTRUCTION

**TERM AGREEMENT FOR WATER MAIN CONSTRUCTION
AND LEAD SERVICE LINE REPLACEMENT: CBD / CITY WIDE SPECIALTY
CONTRACT
DISTRICT FOUR**

District	DWM Term Agreement No.	Specification No.
Four	23-604	1258048A

CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT



Brandon Johnson
MAYOR

Issued by the
DEPARTMENT OF PROCUREMENT SERVICES

SHARLA D. ROBERTS
CHIEF PROCUREMENT OFFICER

IEPA Funding

March 2025
(The City may from time to time revise these terms and conditions)

Department of Water Management
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GENERAL PROVISIONS

A. Acronyms

“ACI” - American Concrete Institute
“AED” - Associated Equipment Distributors
“AISC” - American Institute of Steel Construction.
“ANSI” - American National Standards Institute.
“ASME” - American Society of Mechanical Engineers.
“ASTM” - American Society for Testing and Materials
“EDS” - *See Section XXI.H.*
“CTA” - Chicago Transit Authority
“FEPC” - Fair Employment Practices Commission.

“IEPA” - Illinois Environmental Protection Agency.
“IDOT” - Illinois Department of Transportation.
“NEC” - National Electric Code.
“NFPA” - National Fire Protection Association
“NEMA” - National Electrical Manufacturer’s Association.
“OSHA” - U.S. Occupational Safety and Health Administration
USEPA” - United States Environmental Protection Agency

B. Definitions

1. “Architect/Engineer” means the person designated by the Commissioner to provide the Contract drawings and Detailed Specifications for the Work you are to perform.
2. “Business Days” means Monday through Friday, unless an officially designated City holiday falls on one of those days. By contrast, see “Day” (I.B.15).
3. “Chief Procurement Officer” means the Chief Procurement Officer for the City of Chicago, and any representative duly authorized in writing to act on his/her behalf.
4. “City” means the City of Chicago, a municipal corporation and home rule unit of government existing under the Constitution of the State of Illinois.
5. “Commissioner” means the head of the Department and any designee duly authorized in writing to act on his/her behalf. See also I.B.17.
6. “Comptroller” means City Comptroller or his designated representative.
7. “Consultant(s)” refers to the person, firm or corporation awarded a contract by the City to provide professional architectural or engineering design services or construction supervision for the Project.

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8. "Contract" means this Contract, including your bid proposal (as accepted by the City), the City's bid specification, which includes Books 1, 2, and 3, plans and drawings, addenda, all exhibits and schedules that are attached to it and documents incorporated in it by reference; fully executed performance and payments bond(s); and all amendments, modifications, or revisions made from time to time in accordance with its terms.
9. "Contract Completion Date" is the date, determined by the Commissioner, on which the Project is to reach Substantial Completion. The Contract Completion Date will be determined based on the duration for the Project set by the Contract as adjusted by any Contract modifications that extend or reduce the duration of the Project.
10. "Contract Modification" means a written modification of the terms and conditions of this Contract, signed by you, the Chief Procurement Officer, the Mayor and the Comptroller.
11. "Contractor" or "you" means the person who is awarded the Contract.
12. "Contract Price" is defined in Section XIII.A.
13. "Contract Time" is the duration of the Work from when the Work is required to begin until the scheduled date for Substantial Completion, including approved time extensions. See I.B.42.
14. "Corporation Counsel" means the head of the City's Department of Law and any Assistant Corporation Counsel duly authorized to act on the Corporation Counsel's behalf.
15. "Day" means calendar day.
16. "Daytime Work" means work performed between the hours of 6:00 a.m. to 6:00 p.m.
17. "Department" means the City Department identified on the cover of this Contract.
18. "Detailed Specifications" means the written requirements for materials and equipment to be used in the Work, including any plans or drawings, and standards of performance for the Work, which are set forth in Book 3 or incorporated by reference.
19. "Environmental Laws" means all applicable Federal, State, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters.
20. "Equipment" means all machinery and equipment, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper and acceptable completion of the Work.
21. "Field Order" means the written order to you, signed by the Commissioner, unilaterally directing changes in the Work or the Contract Time, or directing you to take corrective action and to adhere to Contract.
22. "Final Completion and Acceptance of the Work " means the last date on which all of the following events have occurred: (i) the Commissioner has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Contract; (ii) final inspections have been completed and operations systems and equipment testing have been completed; (iii) final occupancy certifications have been issued; (iv) all deliverables have been provided to the Commissioner; and (v) all contractual requirements for final payment have been completed.

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23. "Hazardous Materials" means asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, special nuclear materials, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. Sec. 2014, *et seq.*), pesticides under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Sec. 136, *et seq.*) and any hazardous waste, toxic substance or related material, including any substance defined or treated as "hazardous waste," "special waste," or "toxic substance" (or comparable term) in any Environmental Law.
24. "Include" (in all of its forms) means "include without limitation" unless the context clearly indicates otherwise.
25. "Management Consultant" or "Program Manager" means the organization or entity, if any, that the City has retained to oversee the planning, design, and construction of the Project.
26. "Municipal Code" means the Municipal Code of Chicago.
27. "Night Work" means work performed between the hours of 6:00 p.m. and 6:00 a.m. unless otherwise defined in the plans.
28. "Notice to Bidders" means the Advertisement for Bids, the official notice inviting bids for the proposed Work to be done under this Contract.
29. "Notice to Proceed" means written authorization from the Commissioner for you to commence the Work on a specified date.
30. "Product Data" are illustrations, standard schedules, performance charts, instructions, descriptive literature, catalogs and brochures, performance and test data, test certifications, diagrams and other information furnished by you to illustrate a material, product or system for some portion of the Work.
31. "Project" means, collectively, the improvements you are to construct in accordance with the Contract.
32. "Property Owner" means the person(s) who have signed the Right of Entry and Release Form provided by the City to the Contractor.
33. "Provide" means furnish and install, unless otherwise specified in this Contract.
34. "Punch List" or "Punch List work" means minor adjustments, repairs or deficiencies in the Work, as determined by the Commissioner in his sole discretion.
35. "Record Documents" are all documents pertaining to the completed Work and the Project that the Contract requires you to provide to the City, including Record Drawings, Record Shop Drawings, product data, instructions, parts list, certified payrolls and operations and maintenance manuals.
36. "Record Drawings" means drawings reflecting the final built Project configuration, including approved modifications.
37. "Samples" mean physical examples that illustrate materials, equipment or workmanship. Samples include materials, fabricated items, equipment, devices, appliances, or parts of them, as called for in the Detailed Specifications and any other Samples that may be

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required by the Commissioner to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials proposed by you conform to the required characteristics.

38. "Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the Work by you or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Shop Drawings include: fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; wiring and control diagrams; and other drawings pertaining to materials, equipment and systems and methods of construction that may be required to show that the materials, equipment or system conform to the Contract requirements. Shop drawings must establish the actual detail of all manufactured and fabricated items and indicate the proper relation to the adjoining Work.
39. "Special Wastes" means those substances as defined in the Illinois Environmental Protection Act, 415 ILCS 5/3.45, and further defined in Section 809.103 of 35 Illinois Administrative Code, Subtitle G, Ch. 1.
40. "Subcontractor" means any person or entity with whom you contract to provide any part of the Work, and all subcontractors of any tier, including suppliers and material persons, whether or not in privity with you.
41. "Submittal" means Schedule, Shop Drawings, Product Data or Samples and other items that the Contract may require you to submit to the Commissioner.
42. "Substantial Completion Date" is the date upon which you have met the requirements for Substantial Completion in the opinion of the Commissioner.
43. "Substantial Completion of the Project" or "Substantial Completion" means that, in the opinion of the Commissioner, you have completed all Work in accordance with the Contract, except for Punch List Work, and the City is able to occupy and use the Project for the purpose intended.
44. "Work" means all labor, materials, equipment, deliverables, and other incidentals to be provided by you under this Contract that are necessary or convenient to the successful completion of this Project and that are required by, incidental or collateral to the Contract.
45. "You" means "Contractor." See above.

C. Usage and Contract Interpretation

1. Unless a contrary meaning is specifically noted elsewhere, words such as, "as required," "as directed," "as permitted," and similar words mean that requirements, directions of, and permission of the Commissioner are intended. The words "approved," "acceptable," "satisfactory," or words of like import, mean "approved by," "acceptable to," or "satisfactory to" the Commissioner. The words "necessary," "proper," or words of like import as used regarding the extent, conduct or character of the Work specified means that Work must be conducted in a manner, to the extent, or be of character that is "necessary" or "proper" in the opinion of the Commissioner. The Commissioner's judgment in these matters is final and you are not permitted to contest it.

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2. Where the imperative form of an address is used, such as “perform the excavating,” “provide equipment required,” “remove obstructions encountered,” “furnish and install reinforcing steel bars,” etc., that address is directed to you .
3. Any headings in this Contract are for convenience of reference only and do not define or limit its terms or provisions. All article and section references, unless otherwise expressly indicated, are to sections of this Contract. Words importing persons include firms, associations, partnerships, trusts, corporations, joint ventures and other legal entities, including public bodies, as well as natural persons. Words of any gender include correlative words of other genders. Words importing the singular number include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document include the latest version and all supplements and/or amendments to any such exhibits or documents. All references to any person or entity include any person or entity succeeding to the rights, duties, and obligations of those persons or entities in accordance with the terms and conditions of this Contract.
4. Whenever reference to a law is contained in this Contract, the reference includes any amendments to the law.

D. Severability

If any provision of this Contract is inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any other provision of this Contract, or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, those circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstance, or render any other provision or provisions of this Contract invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any phrases, sentences, clauses, or sections contained in this Contract will not affect the remaining portions of this Contract or any part of it.

E. Estimates of Quantities

If an estimate of quantities of Work is listed in the Bid Schedule of Prices, you understand that:

1. the estimate is approximate only;
2. the City does not expressly or by implication represent or warrant that the actual quantities involved will correspond to the estimate;
3. payment to you will be made only for the actual quantities furnished and installed in accordance with the terms of this Contract; and
4. the Chief Procurement Officer and the Commissioner reserve the right to jointly order, in writing, to increase, decrease or delete quantities of Work pursuant to all terms and conditions of the Contract.

F. Order of Precedence of Component Contract Parts

The order of precedence of the component contract parts is as follows:

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1. Terms and Conditions;
2. Addenda if any;
3. Plans or City Drawings;
4. Detailed Specifications;
5. Standard Specifications of the City, State or Federal Government, if any;
6. Advertisement for Bids;
7. Requirements for Bidding and Instructions to Bidders; and
8. Performance Bond, if required.

The foregoing order of precedence governs the interpretation of the Contract in all cases of conflict or inconsistency in it.

G. Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to its subject matter, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are implied or impressed upon this Contract that are not expressly addressed in it.

II. PROJECT ORGANIZATION

A. The Commissioner

For the purposes of this Contract, the Commissioner, or any successor office to the Commissioner, will represent the City in all matters relating to the performance of your Work under this Contract and will constitute the point of receipt for all deliverables required under this Contract, unless expressly specified otherwise in this Contract. The Commissioner will decide all questions that arise with regard to the administration of the Contract such as to the quality and acceptability of materials furnished, the Work performed and rate of progress of the Work. The Commissioner will determine the amount and quality of Work performed and materials furnished and their estimates. The Commissioner's estimate will be a condition precedent to your right to receive money due under the Contract, but then only if the modifications or amendments to the Contract are approved in accordance with Article XIV, "Changes in the Work."

B. The Chief Procurement Officer

The approval of the Chief Procurement Officer is required to enter this Contract and to modify it.

C. Contractor

The Work is under your charge and care until Final Completion and Acceptance of the Work, unless otherwise specified elsewhere in the Contract.

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III. CONTRACTOR'S OBLIGATIONS

A. Contractor

1. Except as may be expressly provided otherwise in the Contract, you are solely responsible for selecting the means, methods, techniques, sequences, and procedures used in performing the Work. The intent of the Detailed Specifications is to describe the completed Work that you must provide to fulfill the requirements of the Contract. The Detailed Specifications are not intended to cover every detail of materials, parts, or activities necessary to complete the Work. You must perform all activities that may be required or necessary to complete the Work in accordance with the Contract. For the Contract Price, you must construct, furnish and install all materials, parts and labor necessary to complete the entire Work, whether or not the Contract particularly specifies or shows the details of Work.
2. The Work under this Contract has not been completely segregated into divisions of Work to be performed by any trade or Subcontractor. You are responsible for all division of work. However, wherever any provision of any section of the specifications conflicts with any agreements or regulations of any kind at any time in force among members of any trade or craft associations, unions or councils that regulate or distinguish that work is or is not included in the work of any particular trade, you must make all necessary arrangements to reconcile any such conflict without delay, damage, or cost to the City.
3. Before submission of your bid, you must (i) inspect the site of the proposed Work and familiarize yourself with all the site conditions that may affect your performance of the Work; and (ii) review the Detailed Specifications, plans and drawings provided with the bid documents, as required in the "Requirements for Bidding and Instructions to Bidders," in Book 2. If at any time before the bid opening you discover any errors, discrepancies or omissions in the Contract or any discrepancy between the Contract and the physical conditions at the site or in any drawings that may be provided later, you must notify the Chief Procurement Officer immediately, in writing for an interpretation through an Addendum.
4. This written request must be received by the Chief Procurement Officer no later than 10 days before bid opening, or no response will be provided. You will not be allowed to take advantage of your discovery of any such error or omission or discrepancy in the Contract after the award of the Contract. Any Work done after the discovery, unless authorized by the Chief Procurement Officer, will be done at your expense.
5. Except as otherwise expressly provided in the Contract, the Contract Price includes all costs and expenses for which you will be compensated in connection with the Contract, including
 - a. the costs of performing any or all of your obligations and duties under the Contract;
 - b. the costs of all materials, equipment, supplies, tools, machinery, labor, supervision, management and items of any and all kinds that are or may be necessary and incidental to the full and satisfactory completion of the Work, whether or not specified or indicated in the Contract;

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- c. the costs of permits, insurance, bonds and license;
- d. the costs associated with any risks you assume under the Contract;
- e. the costs associated with all warranties and guarantees;
- f. the costs of complying with the directives of the Chief Procurement Officer and/or the Commissioner;
- g. the costs of complying with all laws applicable to the Contract; and
- h. all overhead and profit.

No term of the Contract that further specifically indicates that you must bear the costs of an item or that further specifically indicates that an item will be performed at no additional cost to the City will be construed or interpreted to in any way limit the foregoing.

6. You must begin the Work on the date specified in the Notice to Proceed. In addition, upon receipt of the Notice to Proceed, you must assign and maintain during the term of the Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, and qualified to perform the Work. You must include among your staff such personnel and positions as the Contract may require.

If, in the reasonable opinion of the Commissioner, the performance of your personnel assigned to the Work is at an unacceptable level, or does not comply with the provisions of Section VIII.A, "Competency of Workers," those personnel must cease to be assigned to this Work and must return to you. You must then furnish to the Commissioner the name of a substitute person or persons in accordance with Section III.A.6. Absence of sufficient qualified personnel for the Work constitutes an event of default.

7. You must supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. You are responsible for providing a finished Project that complies fully with the Contract.
8. Risk of Loss. The Work is under your charge and care until Final Completion and Acceptance of the Work by the Commissioner, unless otherwise specified in the Contract. You assume all responsibility for injury or damage to the Work by action of the elements, fire or any other causes whatsoever, including injury or damage arising from the execution or non-execution of the Work. You must rebuild, repair, restore and make good, at no additional cost to the City, all injuries or damages to any portion of your Work before Final Completion and Acceptance of the Work.
9. When the City furnishes equipment or materials to you for use or inclusion in the Work, you must safeguard all such equipment and materials as you would equipment and materials that you furnished.
10. The Work will not be considered to be completed and accepted until you receive written notice from the Commissioner confirming the Final Completion and Acceptance of the Work.
11. If you have any questions or concerns with respect to the Detailed Specifications or Contract drawings, you must raise them with the Commissioner.

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12. Except as specified below, you must perform with your own organization and forces not less than 25% of the total amount of Work that is performed at the Project site, computed on the basis of cost. You must require each Subcontractor to become familiar with all provisions of the Contract documents that may affect Subcontractor's work.

B. Subcontractors

1. All rights and obligations under this Contract are by and between the City and you. Except as may otherwise be provided in the Contract, there is no privity between Subcontractors and the City. Subcontractors have no rights as third-party beneficiaries under this Contract except as may be provided in Article XXIII. You must implement such measures as may be necessary to ensure that your Subcontractors are bound by all applicable provisions of the Contract.
2. All Subcontractors are subject to the approval of the Chief Procurement Officer. You must not substitute a Subcontractor previously accepted by the Chief Procurement Officer unless the substitution is acceptable to the Chief Procurement Officer. All requests to subcontract must be submitted on a form approved by the Chief Procurement Officer.
3. You are responsible in all aspects and at all times for all Subcontractor Work.
4. Except as required under Article XXIII, you must upon request furnish the Chief Procurement Officer with one copy of each written subcontract and subsequent modifications signed by you and the Subcontractor evidencing the agreement. All subcontracts must be in writing. All subcontracts must require that (i) all Subcontractors' Work be performed in strict accordance with this Contract; and (ii) the Subcontractor is bound by and subject to the requirements of this Contract, whether or not a particular provision specifically mentions Subcontractors. Subcontracts may contain different provisions than are provided in this Contract with respect to payments, schedules, and matters not affecting the quality or timely completion of the Work under this Contract, but only if the City's rights are not thereby prejudiced. You must require each Subcontractor to enter into similar subcontracts with its Subcontractors. You must make available to each Subcontractor, before the execution of the subcontract, copies of this Contract, to which the Subcontractor will be bound pursuant to the requirements of this Section III.B.4.
5. If a subcontract provided to the City does not comply with these requirements, the City's failure to object is not a waiver of them, and you will remain liable to the City for all damages, costs, fines, losses and claims arising out of the non-compliance.
6. In the case of Work performed by Subcontractors, you must secure warranties from the Subcontractors addressed to and in favor of the City; deliver copies of them to the City upon completion of the Subcontractors' Work and; guarantee and assume full responsibility for the performance of any repair or replacement Work that may be required for the full period of the warranties provided. However, the delivery of the warranties will not relieve you from any obligations assumed under this Contract. Contractor hereby collaterally assigns any or all subcontracts to the City, effective upon the City's exercise, at its sole discretion, of its right to assume such assignment as a remedy for Contractor's default or in the event of early termination. The Contractor must require each of your

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Subcontractors (including materialmen) to consent to a collateral assignment to the City of their respective subcontract with the Contractor. The Contractor's subcontracts must include language stating:

Contractor has collaterally assigned this subcontract to the City of Chicago, effective upon written assumption of such assignment by the City in the event of Contractor's default or early termination of Contractor's contract with the City. Subcontractor hereby consents to such assignment and assumption. Subcontractor acknowledges and agrees that, in the event of such an assignment and assumption, the City will have no liability to Subcontractor for work performed by Subcontractor prior to the effective date of the assignment and assumption and that Subcontractor shall look solely to Contractor for any compensation or other obligations arising under the subcontract prior to such date.

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

C. Site Conditions and Inspection

1. Surveys, soil borings, geotechnical information, data, plans or other materials generally describing the unimproved land or existing structures at the site may be provided to you by the City. Such information is not warranted by the City to be accurate. You are not entitled to rely on it. In signing this Contract you are acknowledging that when such information appears in Contract documents, prepared by the City or its Consultants, the City and its Consultants have not verified the information. Site plans do not constitute any representation by the City to you of site boundaries or characteristics.
2. You must take field measurements, verify field conditions and carefully compare those field measurements and conditions and any other information known to you with the Contract documents before commencing the Work. No allowance will be made to you for any extra labor and/or materials required due to site conditions or discrepancies that might have been discovered by a thorough and proper inspection of the site. If land surveying Work is required under this Contract, you must have the Work performed by a land surveyor that is licensed as such by the State of Illinois.
3. If conditions are encountered at the site which are (i) subsurface or otherwise unknown or concealed physical conditions which differ materially from those indicated in the Contract; or (ii) pre-existing unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character provided for in the Contract, including the presence of unanticipated Hazardous Materials, then you must provide immediate written notice to the Commissioner before proceeding with the work or disturbing those areas.
4. If the conditions differ materially from those indicated in the Contract, and cause a material increase or decrease in your cost or time required for the performance of any part of the Work, an equitable adjustment in the Contract Price or Contract Time, or both, will be made under Article XIV, "Changes in the Work."
5. You must keep on hand at the Work site, for reference, a complete set of Contract documents for the Work, copies of all plans and shop drawings, all additional and revised

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plans furnished by the City and all orders issued to you by the Commissioner that relate to the Work.

D. Cleaning Up

During the construction, you must keep the Work site and adjacent premises as free from material, debris, and rubbish as is practicable and must remove them entirely and at once, if in the opinion of the Commissioner, the material, debris or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the public. Upon verbal and/or written notification of unacceptable work day conditions by the City, you will be responsible for immediate remediation within 48 hours of notification. Your failure to act accordingly will result in completion of remediation work by the City at your expense.

As a condition of Final Completion and Acceptance of the Work, you must remove from the Work site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs, and must restore the site to the same general conditions that existed before the Work began.

You must clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of the Work, or existing work, due to your operations.

You are solely responsible for and must assume all liability associated with off-site disposal of any Hazardous Materials generated as a result of your construction activities.

E. Contractor's Warranties and Representations

You warrant and represent that:

1. You have carefully examined and analyzed the provisions and requirements of this Contract; you have inspected the Work site(s) to the extent made available by the City; from your own analysis you have satisfied yourself as to the nature and scope of work, all conditions, any obstructions and requirements needed for the preparation of your bid and the performance of this Contract, the general and local conditions, and all other matters that in any way may affect this Contract or your performance; and the time available for the examination, analysis, inspection and investigation was adequate;
2. This Contract is feasible of performance in accordance with all of its provisions and requirements and that you can and will perform, or cause to be performed, the Work in strict accordance with the provisions and requirements of this Contract;
3. Except for the contents of this Contract, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, representatives or employees, has induced you to submit a bid nor have you relied upon any, including any reference to (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the nature, existence, or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, that may be encountered at or on the Work site; (iii) the nature, quantity, quality or size of any materials, equipment, labor and other facilities needed for the performance of this Contract; (iv) the general conditions that may in any way affect this Contract or its performance; (v) the compensation provisions of the Contract; or (vi) any other matter;

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4. You were given ample opportunity and time to review the Contract documents before submittal of your bid in order that you might request an addendum to the Contract documents that might correct or clarify them; you did so review the Contract documents, and every such correction or clarification has been included in this Contract or else, if omitted, you expressly relinquish the benefit of them and are willing to perform this Contract in its entirety without claiming reliance on any such omission or making any other claim on account of the omission;
5. In accordance with § 11-4-1600(e) of the Municipal Code, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):
 - 7-28-390 Dumping on public way;
 - 7-28-440 Dumping on real estate without permit;
 - 11-4-1410 Disposal in waters prohibited;
 - 11-4-1420 Ballast tank, bilge tank or other discharge;
 - 11-4-1450 Gas manufacturing residue;
 - 11-4-1500 Treatment and disposal of solid or liquid waste;
 - 11-4-1530 Compliance with rules and regulations required;
 - 11-4-1550 Operational requirements; and
 - 11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

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

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

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

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

7. You understand that the City, in its acceptance of your proposal to perform the Work, materially relied upon your response to the Advertisement for Bids. The information you provided with the bid was accurate at the time it was made and no material changes in the information have occurred since then and will not be made without the express consent of the City.
8. In preparing and submitting your bid for this Contract, you have complied with and given full consideration to the following bidding requirements:
 - a. You obtained for bidding purposes copies of the complete Contract as identified in the Advertisement for Bids and all addenda issued by the City and have become familiar with them and all Contract requirements and conditions described in them;
 - b. You clarified to your satisfaction and complete understanding any doubt as to the true meaning and intent of all parts of the specifications and plans or other portions of the Contract documents;
 - c. You have no claim for relief because of alleged mistakes or omissions in your bid, and you will be held strictly to your bid as presented.
9. You have the capability and financial resources to perform all of the provisions and requirements of this Contract.
10. You can perform all of your obligations under this Contract in accordance with all of the Contract's provisions and requirements.
11. Contractor warrants that no member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Project to which this Contract pertains, has any personal interest, direct, or indirect, in this Contract. In accordance with 41 USC § 22, no member of or delegate to the Congress of the United States will be permitted to any share or part of this Contract or to any financial benefit to arise from it, nor, under applicable laws, will any member of or delegate to the Illinois General Assembly nor any alderman of the City or City employee. Contractor warrants that its officers, directors and employees, and the officers, directors and employees of each of member if a joint venture, and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Project that would conflict in any manner or degree with the performance of the Work under this Contract. Contractor further warrants that in the performance of this Contract, no person having any such interest will be employed.

Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Contract, Contractor represents that it is in compliance with federal restrictions, and promises to remain so, including federal restrictions on lobbying set

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forth in § 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 USCS 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is contained in the EDS attached to this Contract as an exhibit.

IV. PROPERTY

A. Ownership of Property

The City will be the owner of the portion of the Work located in the public right of way, including any improvements, equipment and fixtures installed or constructed by Contractor, as part of the Project or for which the City has paid Contractor to store in anticipation of installation or construction. The Property Owner(s) will be the owner of the portion of the Project located on private property, including any improvements, equipment and fixtures installed or constructed by Contractor, as part of the Project or for which the City has paid Contractor to store in anticipation of installation or construction. The City's and Property Owners' title shall be free and clear of liens, claims, security interests or other encumbrances, upon the earlier of installation, payment therefore or Final Completion of the Project; provided, however, that transfer of title to the City and the Property Owners shall not relieve Contractor of any of its responsibilities under this Contract with respect to Work in Progress. Nor will the transfer of title constitute acceptance of any portion of the work

B. Ownership of Detailed Specifications and Other Contract Documents

1. The Detailed Specifications, plans and any copies of them furnished by the Commissioner are the property of the City. They are not to be used on other work. The City will provide you the number of Detailed Specifications and plans determined appropriate by the City. The City may provide you with additional copies at your request and at your cost. You are responsible for any loss or damage to the Detailed Specifications and plans while in your care and custody, and you must restore all Detailed Specifications and plans that may be lost or damaged. Contract documents will be furnished as follows:

Contract Plans	10 Sets
Subsequent Details	10 Sets
Specifications and Contract Documents	10 Sets

2. You must obtain specifications issued by organizations other than the City to which reference is made in the City's documents at your own expense. You must also retain them at the Work site and make them accessible to the Commissioner.
3. The City is the owner of the Project as defined in Section A. All documents, data, studies, reports, and instruments of service prepared for or by the City under this Contract are the

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property of the City. During the performance of your Work, you are responsible for any loss or damage to documents while in your possession or the possession of a Subcontractor and you must restore any such document so lost or damaged at your expense.

You must deliver, or cause to be delivered, at any time during the term of this Contract, all documents, including drawings, models, specifications, estimates, reports, studies, maps, and computations, prepared by or for the City, under the terms of this Contract to the City, promptly upon reasonable demand for them or upon termination of the Work. If you fail to deliver them when required, then you must pay the City all damages the City may sustain by reason of the failure, including consequential damages.

C. Right of Entry

1. You, and any of your officers, employees, agents, and Subcontractors, are permitted to enter upon any part of the Work site owned by the City in connection with the performance of the Work under this Contract, subject to the terms and conditions contained in this Contract and those rules that may be established by the Commissioner. You must provide advance notice to the City of any such intended entry. Consent to enter upon all or any part of the Work site given by the City will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the City.
2. You, and any of your officers, employees, agents, and Subcontractors, are permitted to enter upon any part of the Work site owned by the Property Owner(s) in connection with the performance of the Work under this Contract, subject to obtaining an executed the Right of Entry and Release form for the applicable Work site, the terms and conditions contained in this Contract and those rules that may be established by the Commissioner. You must provide advance notice to the Property Owner of any such intended entry and coordinate a time and date with the Property Owner.
3. Inspections: You acknowledge that the City has a right of access to the Work site at all times and the right to inspect all Work during the Contract period.
4. You must use, and must cause each of your officers, employees, agents, and Subcontractors to use, the highest degree of care when entering upon property owned by the City in connection with the Work. In the case of any property owned by the City, or property owned by and leased from the City, you must comply and must cause each of your officers, employees, agents, and Subcontractors to comply, with all instructions and requirements for the use of the property, including any licenses for them, which are incorporated by reference. All claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry is treated in accordance with the indemnification provisions contained in this Contract.

D. Damage to City or Property Owners Property

If you cause damage to City or Property Owners property, you must, at the sole option of the City, either: (i) pay the cost of repair of the damage; or (ii) repair or replace any property so

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damaged. The City has the right to a set-off against its payments to you under this Contract for the cost of any such repairs. All cost to repair or replace any property so damaged will be completed before any final payment can be made to you by the City.

E. Right to Occupy Before Substantial Completion

1. The Property Owner(s) or Property residents will occupy the properties during the entire duration of the work. The Commissioner will provide written notice for the duration of time that water and sewer may be disconnected to each property. No other utilities shall be disturbed in the performance of this Project without prior written authorization from the Commissioner
2. The City may occupy and use the Project or portions of it in advance of Substantial Completion of the Work. If the City desires to exercise partial occupancy and use before Substantial Completion of the Work, the Commissioner will provide written notice to you, and you must cooperate with the Commissioner in making available for the City's use such Project services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the equipment required to furnish the services is not entirely completed at the time the City desires to occupy and use the space or spaces, you must make every reasonable effort to complete that Work.
3. When the Commissioner determines that the City will use all or part of the Project before Substantial Completion, the Commissioner will determine:
 - a. The responsibility between the City and you for maintenance, repair, furnishing of utilities and the protection of the public (if required) for that part of the Work to be occupied;
 - b. The list of items remaining to be performed before the Work or portion of it to be occupied will be substantially complete;
 - c. Whether you will need any types of insurance; and
 - d. The effect of the City's use before Substantial Completion on required guarantees and warranties.

F. Final Completion and Acceptance of the Work

When you deem the Work to be complete, you must notify the Commissioner, in writing, that the Work will be ready for an inspection and/or test on a date you specify. The notice must be given at least 15 calendar days in advance of the date. If the Commissioner concurs that the Work will be ready for inspection or testing on the date given, the Commissioner will make the inspection within a reasonable period of time. The scheduling of the inspection to determine whether the Work is complete does not relieve you of your responsibilities under the Contract. You must cooperate in all respects in the scheduling and performance of the inspection.

Final Payment at Final Completion and Acceptance of the Work. Unless expressly stated otherwise in Book 2 or Book 3, final payment will be made only when all Work, including Punch

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List Work, is complete and you submit to the Commissioner, within 180 calendar days or sooner from the Substantial Completion Date, a sworn affidavit stating the following:

1. All payrolls, invoices for materials and equipment and all other indebtedness connected with the Work for which the City might in any way be responsible have been paid or otherwise satisfied;
2. All waivers of lien required by the Contract have been provided to the Commissioner;
3. As of the date the affidavit is signed, all known claims made by Subcontractors of any tier and others against you, the City, any agents or representatives of the City pertaining to the Work required under this Contract were provided in writing to the Commissioner and have been resolved;
4. The warranties and guarantees required by the Contract have been provided to the Commissioner;
5. All warranties and guarantees are in full force and effect;
6. The surety's written consent, signed by its authorized representative, to final payment being made directly to you is attached to the affidavit;
7. Acceptance of final payment will constitute a general release to the City, its agents, representatives, officials and employees of all other claims of liability for anything done or furnished or relating to the Work or for any act or neglect of the City or its agents, representatives, officials and employees relating to or connected with this Contract;
8. Record Documents, including Record Drawings, Record Shop Drawings and operation and maintenance manuals have been provided to the Commissioner;
9. All other documents requested by the Commissioner have been provided; and
10. Wages paid and classifications for laborers and mechanics, including apprentices and trainees employed on the Project, in the following form:

FINAL CERTIFICATE

The undersigned, Contractor on _____ (Specification No: _____ /Contract No. _____) certifies that all laborers, mechanics, apprentices and trainees employed by it or by a Subcontractor performing Work under the Contract have been paid wages at rates not less than those required by the Contract provisions, and that the Work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.

Signature and Title

Name
Authorized Officer

Title

Contractor: _____

Project: _____

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V. SHOP DRAWINGS, PRODUCT DATA, RECORDS AND SAMPLES

A. Contractor's Responsibilities and Submittal Procedures

1. Shop Drawings, Product Data, Samples are part of the Work under this Contract, and if also specified, video tape and/or photographs. You must provide them at your expense to the satisfaction of the Commissioner.
2. You must submit to the Commissioner those Shop Drawings, Product Data, Samples, video tape and photographs required for the Work involved under this Contract in accordance with the Schedule.
3. The Schedule must include a schedule of proposed submittal dates. The dates listed in the Schedule must allow sufficient time for review and processing of Shop Drawings or other data by the City and your re-submittal of them, if necessary, before you will need them to complete your performance of the Work they represent under this Contract. No extensions of time will be granted to you because of your failure to have Shop Drawings, Product Data, Samples, video tape and photographs submitted in time to allow for review, re-submittal and final review. You must also submit a separate submittal schedule (in table format), in addition to the Schedule, identifying all Submittals with submittal dates to the Commissioner for review and approval.

In preparing the Schedule, you must allow 28 days for review and 14 days for processing into and out of the office. Every reasonable effort will be made by the Commissioner to hold to the time for normal submittals.

4. You must prepare and submit proper Shop Drawings, Product Data, Samples, video tape and photographs in accordance with your contractual obligations. By submitting them, you represent that you have determined and verified all materials, field measurements, field conditions and quantities, and that you have checked and coordinated the information contained within the Submittal, including your Subcontractors' Submittals, with the requirements of the Work and of the Contract.
5. You must date and stamp all Shop Drawings, Product Data, Samples, video tape and photographs. You must also indicate on them that you have reviewed and checked them before submission and found to be in conformance with the Contract. All Submittals must be transmitted to the Commissioner. You must clearly mark each Shop Drawing, Video Tape, Product Data and Sample, in accordance with the following for purposes of identification and record:

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SUBMITTAL IDENTIFICATION

Name of Project:: _____

Contract Name and Number: _____

Date of Submittal: _____

Submittal Number: _____

Re submittal of Submittal Number: _____

Identification of Deviations from Contract documents: _____

Specification Section, Page, and Paragraph No. and/or Drawing No.: _____

Type of Material and Manufacturer: _____

Intended use: _____

Applicable Standards such as ASTM numbers: _____

CHECKED AND SUBMITTED IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS.

Contractor: _____

By: _____ *Date:* _____

6. Shop Drawings must be submitted with accurate dimensions. The Shop Drawings must represent the actual manner in which the Work is manufactured and installed, and the relation of the Work installed to that of other trades, clearances, and all other pertinent data. Cross-section drawings must indicate minimum clearances and all other pertinent data. Dimensions must be expressed in feet and inches. Designs prepared in the metric system may be submitted with metric units, but the equivalent English units must also be shown. All weights and dimensions must be certified before submission for review.
7. The Commissioner's review and acceptance of Shop Drawings in no way relieves you from responsibility for errors or omissions that may exist in the Work or on the certified Shop Drawings. Where such errors or omissions are discovered, you must correct them at no additional cost to the City. Submittals must be sufficiently complete to allow for proper review. You must submit all Shop Drawings, Product Data, Samples, video tape and photographs to the Commissioner for review with an accompanying transmittal letter containing the above Submittal identification data and a list of items being submitted.

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You must coordinate Submittals into logical groups or sets to facilitate review of several related items.

8. Any Submittal that in the Commissioner's sole opinion is not complete and in proper form will be returned to you without review. You must not submit as Shop Drawings duplicates or reproductions of any Contract documents issued by the City.
9. You must provide Submittals in the following quantities unless a greater number is specified elsewhere in the Contract or is required by the Commissioner:
 - a. Shop Drawings: Submit one reproducible transparency and six opaque copies of shop drawings;
 - b. Product Data: Submit six copies of Product Data;
 - c. Samples: Submit four samples; and
 - d. Video and photographs (when required under the Contract): Submit two copies of Video and photographs.
10. Before submitting Shop Drawings, Product Data, Samples, video tape and photographs, you must notify the Commissioner in writing of any deviations in the Submittals from the requirements of the Contract. If deviations from the Contract requirements are rejected by the Commissioner or if evaluation of the deviations delays the progress of Work, any delay caused will not be compensable by a time extension.

B. Review by the Commissioner

1. Submittals will be reviewed by the Commissioner for compliance with the Contract. In reviewing them the Commissioner will not verify dimensions and field conditions. Any such review does not relieve you, your Subcontractor, manufacturer, fabricator or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract, nor does it relieve you or them from responsibility for (i) errors of any sort in Shop Drawings, Samples and Product Data, (ii) responsibility for proper fitting of the Work, or (iii) the necessity of furnishing any Work required by the Contract that may not be indicated on Shop Drawings when reviewed. You are solely responsible for any quantities that may be shown on the Shop Drawings. The Commissioner's review of a specific item does not indicate approval of an assembly of which the item is a component.
2. You must not fabricate products, begin Work, order or have delivered any material, equipment or system that requires a reviewed Submittal until return of the Submittal from the Commissioner with a stamp authorizing Work and/or delivery and installation to be performed, as described in Section V.B.3, immediately below.
3. The Commissioner will return Submittals stamped as follows:
 - a. "No Exceptions" means no changes need be made on the reviewed Submittal. You may proceed with the Work for that Submittal.

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- b. "Exceptions as Noted" indicates that the Submittal is accepted subject to the corrections and/or comments noted. You may proceed with the Work for that Submittal but only if you incorporate the Commissioner's comments, and/or corrections. Re-submittal is not required, but the corrections must be reflected in the Record Documents.
 - c. "Revise and Resubmit" means that the Submittal does not meet all the requirements necessary to proceed with the Work associated with the Submittal. You must resubmit in accordance with the reviewer's comments and/or corrections. Submittals marked in this manner must not be released for fabrication, delivery or construction.
- 4. If the Submittal requires revision, you must notify the Commissioner and all pertinent Subcontractors, in writing, that the reviewed set has been withdrawn.
 - 5. Submittals that require revisions must be corrected and resubmitted to the Commissioner to maintain the approved CPM schedule, but in no event more than five days after receipt of the Commissioner's comments.
 - 6. Shop Drawings: After review by the Commissioner, one reproducible stamped by the Commissioner as previously described in Section V.B.3 above will be returned to you.
 - 7. Submission and Review of Samples: If a considerable range of color, graining, texture or other characteristics may be anticipated in finished products, you must furnish a sufficient number of Samples of the specified materials to indicate the full range of those characteristics that will be present in the finished products. Any product delivered or erected without submission and review of full-range Samples is subject to rejection. Each tag or sticker must have clear space for your stamps and those of the Commissioner. Notice of the result of the review will be provided to you with one of the stamps indicated in Section V.B.3 above. Rejected samples will be returned. Accepted samples will be retained by the Commissioner and become the property of the City. Where color samples are required to be submitted, color samples must be submitted in the actual material that will finally be installed in the Work. The various parts of the Work must be in accordance with the reviewed and approved Samples.
 - 8. Product Data: After review by the Commissioner, two sets of Product Data stamped by the Commissioner as previously described will be returned to you.

C. Source of Materials

You must notify the Commissioner in writing as soon as possible after the Contract has been awarded, but not less than three weeks before the need for inspection and testing of the source (or sources) from which you expect to obtain the various construction materials. The source of supply of each material used must be approved by the Commissioner before delivery is commenced. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the Commissioner, you must furnish materials from other approved sources.

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D. Record Documents

At Substantial Completion, you must deliver to the Commissioner, in suitable transfer cases clearly marked "Record Documents," all Record Drawings, Record Shop Drawings, warranties and guaranties, photographs, video Records (if any are required), Product Data, instructions, parts list, and operations and maintenance manuals arranged in proper order and indexed.

E. Record Drawings

1. As the Work progresses, you and the Subcontractor for each trade or division of work, under your direction must keep a complete and accurate record of the following:
 - a. Changes between the Work as shown on the Contract drawings and the Shop Drawings indicating the Work as actually installed;
 - b. The specific location of all infrastructure elements, including piping, valves, ductwork, equipment, driveways, catch basins, sewer lines, waterlines, water mains, and other such elements that were not accurately located or changed location or elevation from that shown on the Contract drawings; and
 - c. Equipment schedules indicating manufacturers' names and model numbers installed.
2. You must record changes neatly and correctly daily on blue line prints of the Contract drawings updated daily. You must keep this record set of Contract drawings at the job site for inspection by the Commissioner. Upon completion of the Work, you must submit a final set of full-size prints to the Commissioner for review and acceptance.
3. At the time Record Drawings are delivered to the Commissioner, you and each Subcontractor must certify, in writing, that the Record Drawings are complete and accurate.

F. Record Shop Drawings and Product Data

1. As the work progresses, you must keep a complete and accurate record of the changes and deviations from the Work as shown on the Shop Drawings and Product Data indicating the Work performed. You must furnish Record Shop Drawings in a form and quantity acceptable to the Commissioner. Record Shop Drawings must be submitted for all items reviewed as Shop Drawings. Record Shop Drawings must be legibly drawn on sheets of Mylar or such other medium as directed by the Commissioner. Record Shop Drawings must be submitted on the same size sheets as the Contract Document drawings and include an index of all items.
2. You must furnish six record copies of Product Data in loose leaf binders. Loose leaf binders must be subdivided by Submittal numbers and must contain an index of all items.

G. Construction Progress Photographs

You must submit to the Commissioner construction progress photographs consisting of exterior and interior views of the Work, with the date and location of the photographs as selected and directed by the City. If requested at any time by the Commissioner, you must

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use digital photography, at the resolution specified by the Commissioner. You must provide three prints of each view to the Commissioner within five days of taking the photographs. If digital photography is not requested or until it is requested, then you must provide each photograph on an 8" x 10" smooth surface, glossy, black and white print, on single-weight commercial-grade stock. The 1" wide margin, which is punched for a standard 3-ring binder, will have a left-sided margin for vertical shots and a top-sided margin for horizontal shots. A label will be included on the front bottom margin, which will contain the project name and date that the photograph was taken. On the back of each print, you must provide an applied label or rubber stamp impression with the following information:

1. Name of the Project;
2. Name and address of the photographer;
3. Name of the Architect ;
4. Your name;
5. Date the photograph was taken;
6. Description of vantage point , in terms of location, direction (by compass point), and elevation or level of construction.
7. Notation of vantage point marked for location and direction of shot on a key plan of the site and building, with elevation (story height) noted.

The photographs must be taken monthly, coinciding with the cutoff date associated with each application for payment. From time-to-time the City may issue a request for additional photographs, in addition to the periodic photographs specified. Additional photographs are not included in the Contract Price and will be paid for by Change Order.

H. Instructions, Parts List and Operation and Maintenance Manuals

You must furnish a complete list of equipment actually installed. The list must include a copy of pertinent nameplate data, name and address of local representative who stocks or furnishes repair or replacement parts, and name, address, and telephone number of the Subcontractor responsible to you for the equipment under the guarantee. You must guarantee any such equipment with respect to the City.

You must submit suitable operating instructions for each major component of equipment and its controls. Instructions must include a schematic diagram accurately showing equipment and controls as installed. Included with each diagram must be a set of simple operating instructions stating how the system is stopped and started, what adjustments are to be made by the operator, and what to do in case of an emergency. Five copies of proposed instructions must be submitted to the Commissioner for review and acceptance. Upon acceptance, you must post applicable instructions as directed by the Commissioner.

You must submit maintenance data prepared by the manufacturer of each major component of equipment and its controls. Data must include complete parts list, itemized lists of common purchase items of materials (e.g., bearings, packing, connectors, sealing devices, and other standard items) indicated by their standard trade designation, recommended routine and

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inspection maintenance, including testing recommendations to evaluate efficiency of performance, lists of special tools and gauges, lubricating instructions, and recommended spare parts lists, tolerances and clearances required for maintenance, and trouble-shooting guides prepared in a simple format to indicate complaint or problem, probable cause, and remedy. You must submit five copies of the proposed maintenance data to the Commissioner for review and acceptance in accordance with Article XIV.

I. Adjustment of Equipment

Before the Work is turned over to the City, you must furnish the necessary instruments, test equipment, services, and personnel required to adjust and balance each piece of equipment in order to provide a smoothly functioning, well-integrated system complying with the letter and intent of the Contract.

J. Project Account Records

1. Project Data and Records

- a. You and each Subcontractor must keep an accurate record showing the names, occupation, and the actual hourly wages paid to all laborers, workers and mechanics employed by them in connection with the Work. The record must be open at all reasonable hours to the inspection of the Commissioner and to the Director of Labor of the State of Illinois and his deputies and agents. You also must furnish the Commissioner and the Chief Procurement Officer with certified copies of the payrolls, in accordance with Section XIII.B.3.d.
- b. You must furnish to the Commissioner upon request a written statement, verified by affidavit, giving the names and addresses of all persons, firms and corporations who have up to that date furnished labor or materials in the performance of the Contract and the amounts due or to become due them.
- c. You and all Subcontractors must furnish the Commissioner with such information as the Commissioner may require relating to labor and materials, including all information necessary to determine the cost of the Work, such as the number of workers employed, their pay, the distribution of labor into Work items, equipment time distribution and any other information that the Commissioner may require. You must, on request, furnish the Commissioner with copies of delivery tickets and invoices, in triplicate, covering the expenditures on the Contract.

2. Audits

- a. You and your Subcontractors must furnish the Commissioner such information as he may request regarding the progress, execution, and cost of the Work. You must maintain complete records showing actual time devoted and costs incurred, adopting accounting procedures and practices sufficient to record properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the Work. This system of accounting must accord with generally accepted accounting principles and practices, consistently applied throughout. You

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must maintain its books, records, documents and other such evidence for five years after final payment.

- b. All books and accounts you and your Subcontractors are required to keep in connection with the Work under this Contract must be open to inspection and audit by authorized representatives of the City at reasonable times during the performance of the Work, and they must be retained in a safe place and available for inspection and audit during the five-year period after final payment, as provided above. No provision in this Contract granting the City a right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents that the City would have had in the absence of such provisions.
- c. If the City, in its sole discretion, chooses to conduct an audit either during the performance of the Work or in the five-year period after final payment, each audited calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that you or any of your Subcontractors have overcharged the City in the audited period, the City will notify you. You must then promptly reimburse the City for any amounts the City has paid you due to the overcharges and also some or all of the cost of the audit, as follows:
 - (1) If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Contract Prices, of the goods, work, or services provided in the audited period, then you must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
 - (2) If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Contract Prices, of the goods, work, or services provided in the audited period, then you must reimburse the City for the full cost of the audit and of each subsequent audit.
- d. Your failure to reimburse the City in accordance with V.J.2.c above is an event of default under this Contract, and you will be liable for all of the City's cost of collection, including any court cost and attorneys' fees.

3. Confidentiality

All of the reports, information, or data, prepared or assembled by or provided to you under this Contract are confidential and except as specifically authorized in this Contract or as may be required by law, you must not make available the reports, information, or data, to any other individual or organization, without the prior approval of the Commissioner. This requirement will survive expiration or termination of this Contract.

4. Electronic Records

Upon request by the Commissioner, Contractor shall provide the City electronic versions of any hard-copy record documents that the Contractor is required to prepare by the Contract.

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VI. ASSIGNMENT

A. Assignment of Contract by Contractor

You must not assign the Contract, in whole or in part, without the prior written consent of the Chief Procurement Officer. The consent of the Chief Procurement Officer will not relieve you from any obligations under this Contract, or in any other way change the terms of this Contract.

B. Assignment of Funds or Claims by Contractor

You must not transfer, pledge or assign any Contract funds or claims due or to become due without the prior written consent of the Chief Procurement Officer. The transfer, pledge or assignment of any Contract funds, either in whole or in part, or any interest in the Contract funds, that are due or to become due to you, without the prior written consent of the Chief Procurement Officer, is void with respect to the City.

C. Assignment of Contract by City

The City reserves the right to assign or otherwise transfer all or any part of its interests under this Contract without your consent or approval.

D. Assigns

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, transferees, and assigns.

E. Requests to Subcontract

All requests to subcontract must be accompanied by three copies of a written subcontract agreement that sets forth the scope of services to be subcontracted, the lump sum or unit price for the services and the signature of the subcontracting parties. Proposed Subcontractors must not commence Work on any portion of the Project without prior written approval by the Chief Procurement Officer.

VII. QUALITY OF WORKMANSHIP, EQUIPMENT AND MATERIALS

A. Standard of Performance

In addition to performing the Work in full compliance with the Contract you must perform, or cause to be performed, all Work required of you under the terms and conditions of this Contract with that degree of skill, care, and diligence normally exercised by qualified and experienced contractors in performing work in projects of a scope and magnitude comparable to the Work.

B. Correction of Work

1. You must, upon discovery of any defective or non-conforming Work, or when directed in writing by the Commissioner, promptly re-perform, correct or remove all Work identified

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to be defective or as failing to conform to the standards set forth in, or any requirement of the Contract, whether or not completed. You must bear all costs of correcting the defective or non-conforming Work, including costs associated with removing any defective or non-conforming Work, replacing the defective or non-conforming Work with non-defective, conforming Work and any compensation for any additional equipment, materials and/or services made necessary by the removal and replacement.

2. If you do not proceed with re-performance, correction or removal of the defective or non-conforming Work after written notice from the City within the time period designated by the notice, the City may correct or remove it and may store the materials and/or equipment at your expense, then complete the corrective Work. If you do not pay the costs incurred for the removal, storage and correction within 10 days after you receive written notice from the City of the amount of the costs, the City may upon 10 additional days' written notice, sell any such materials and/or equipment at an auction or at a private sale and will account for the net proceeds, after deducting all the costs you are required to bear, including compensation for the City's services. If the proceeds of sale do not cover all costs for removal and correction of the Work, the difference will be charged to you with a deduction of any amounts due you, and an appropriate Contract modification will be issued. If later payments due you are not sufficient to cover the amount, you must pay the difference to the City, or the City may deduct the amount from any other funds due to you, including any amounts due under any other contract between City and you.
3. You must not perform any work without lines and grades or beyond the lines shown on the drawings or outside the scope of the Contract, without the prior written consent or direction of the City. It is not authorized, and if you do so you perform it at your sole expense. Upon direction of the City, work so done must be removed or replaced and those areas restored to their previously existing state at your sole expense.
4. Neither the determination of Final Completion and Acceptance of the Work, nor payment, nor any provisions in the Contract will relieve you of responsibility for defective or non-conforming Work, faulty materials, equipment or workmanship, and unless otherwise specified, you must remedy any defects due to the foregoing and pay for any damage to the Work or other property resulting from defective or non-conforming Work, or faulty materials, equipment or workmanship throughout the Warranty Period, as defined in Section VII.E, "Warranties," below, or such other period of time afforded by industry custom or law, whichever is longer. The City will give you written notice of the observed defects with reasonable promptness.

C. Materials and Equipment

1. **Quality of Materials.** Unless otherwise specified in the Contract you must use all new materials for the Project and use them in such a manner as to produce completed Work that conforms with the Contract and is acceptable in every detail to the Commissioner. Only materials that conform to the requirements of these specifications may be incorporated or used in the Work. In the absence of a definite specification, materials must be the best of their respective kind with properties best suited to the Work required.

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2. **Materials Inspection and Responsibility.** Before any material is incorporated into the Work, you must submit a "Request for Materials Inspection" to the Commissioner. You are solely responsible for submitting the requests with sufficient time for the City to conduct its inspection. You are not entitled to payment for uninspected materials. The City has the right to inspect any material to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any materials or equipment required under this Contract. By performing any tests or accepting any materials, the City in no way relieves you of any of your obligations or responsibility under this Contract. Materials, components or completed Work that do not comply with the Detailed Specifications and other requirements of this Contract may be rejected by the City, and you must replace them at no additional cost to the City. After you receive notice from the City that materials or components have been rejected, you must promptly remove them from the City's premises at no additional cost to the City.

D. Substitution of Materials

1. The City will consider your request for substitution in cases of product unavailability or other conditions beyond your control.
2. You must submit each request for substitution separately and each must include:
 - a. Complete data substantiating compliance of proposed substitution with requirements stated in the Contract;
 - (1) Product identification, including manufacturer's name and address
 - (2) Manufacturer's literature identifying:
 - (a) Product description
 - (b) Reference standards
 - (c) Performance and test data
 - (3) Samples, as applicable
 - (4) Names and address of similar projects on which the product has been used, and date of each installation;
 - b. Itemized comparison of the proposed substitution with product specified that lists significant variations;
 - c. Data relating to changes in the Schedule;
 - d. Any effect of substitution on other parts of the Work, any Subcontractors, or any separate contracts;
 - e. List of changes required in other Work or products;
 - f. Accurate cost data comparing proposed substitution with product specified, including the amount of any net change to Contract Price;
 - g. Designation of required license fees or royalties; and
 - h. Designation of availability of maintenance services, sources of replacement materials.

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3. When you make a formal request for substitution make you are warranting and representing that:
 - a. The proposed substitution is equivalent to or superior in all respects to the product specified;
 - b. The same warranties and guarantees will be provided for the substitute as for the product specified; and
 - c. You will coordinate the installation of accepted substitutes into the Work and will make such changes as may be required for the Work to be complete in all respects.
4. If evidence you present does not, in the sole opinion of the Commissioner, provide a sufficient basis for reasonable certainty that the proposed substitution or deviations will provide a quality, result, function, and esthetic appearance, among other attributes, at least equal to that attainable by the specified product, the Commissioner may reject the substitution or deviation without further investigation.
5. The Commissioner will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Commissioner will not approve proposed substitutes as equal to items specified that, in the Commissioner's opinion, would be unharmonious, or otherwise inconsistent with the character, quality or design of the Project.
6. You must bear any additional cost, or any loss or damage, arising from the substitution of any material or method for those specified, including the cost for damages incurred by other contractors notwithstanding approval or acceptance of the substitution by the Commissioner, unless the substitution was initiated by the written request or direction of the Commissioner.
7. The investigation review and approval of substitute materials requires a minimum of 30 days beyond that required for specified routine items. No request for a delay or disruption will be allowed whether or not the substitution is granted.
8. Approval by the Commissioner of a substitution of material will be given in a Contract modification as required in Article XIV, "Changes in the Work."

E. Warranties

1. You warrant all Work furnished under this Contract against defective materials and workmanship, improper performance and non-compliance with the Contract for a period of one year after the date of Final Completion and Acceptance of the Work ("Warranty Period"), except as otherwise specifically stated in other parts of the Contract or within such longer periods of time as may be provided by law or by the manufacturer, which periods will then become the Warranty Period as applicable. Your warranty will be in addition to any Manufacturers' Warranties.
2. Your written warranty will include the name of the project as designated in the Contract, be signed by an officer of the company having authority to provide the warranty, and state: "This document serves as a one - year written warranty for the Work performed, and material and equipment installed on the above referenced project. This warranty

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incorporates all provisions of the Contract that refer or relates to the warranty. This warranty begins on (date) .”

3. During the Warranty Period, you must repair and replace at your own expense, when so ordered by the Chief Procurement Officer or the Commissioner, all Work that may develop defects whether these defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material that is so repaired or replaced will have the Warranty Period extended for a period of one year from the date of the last repair or replacement.
4. If the Commissioner determines that an emergency situation exists and repairs due to defective work by the Contractor are required immediately, the Commissioner may direct City forces to make the repairs and the Contractor will be responsible for and billed for actual costs to make the repairs.
5. You must bear all costs associated with any repair or replacement under this section, including removal, material, transportation, and reinstallation.
6. **Manufacturer’s Warranties**
 - a. You must:
 - (1) ensure that all required Manufacturer’s Warranties pass through to the City and the Department;
 - (2) submit all applicable manufacturers’ warranties to the Commissioner and ensure that all warranty forms have been completed in the Department’s name and registered with the appropriate manufacturers.
 - b. Whenever you make repairs or provide replacements under Section VII.E.3, you must provide a manufacturer’s warranty for the repaired or replaced Work, if standard with the manufacturer, in addition to your warranty under Section VII.E.2.

VIII. PERSONNEL

A. Competency of Workers

You must employ only competent and efficient laborers, mechanics or artisans on the Work, as demonstrated by completion of a specific training program or demonstrated project experience. Whenever, in the opinion of the Commissioner, any worker is careless, incompetent, violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, you must, upon request of the Commissioner, remove the worker from the Work. You must not permit any person or worker to enter any part of the Work or any buildings connected with it who is under the influence of intoxicating liquors or controlled substances.

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B. Supervision and Superintendence

While Work is in progress, either by your labor force or that of your Subcontractor, you must have a full-time, experienced and qualified superintendent assigned to the Work. You must superintend the Work and must have a competent superintendent at the job site at all times with authority to act for you as the contact person with the Commissioner.

C. Contractor's Project Personnel

No separate payment will be made to you for the cost of personnel. Those costs must be included in the Contract Price.

D. Key Personnel

Upon award of the Contract, you will submit a project staff organization chart that includes the names and resumes of employees in key positions for this project. All employees in key positions must be approved by the Commissioner.

Changes in the assignment of any key personnel due to commitments not related to this Contract are prohibited without Commissioner's approval. If any key personnel, selected in accordance with the key personnel provisions under this section of the Contract, should become unable to continue in the performance of the assigned duties for reasons due to death, disability or termination, you must promptly notify the Commissioner and explain the circumstances.

Under a request by Commissioner, you must provide to the Commissioner, within seven days, the name of the person substituting for the individual unable to continue, together with any information the Commissioner may require to judge the experience and competence of the substitute person. Upon approval by the Commissioner, the substitute person will be assigned to the project. If the Commissioner rejects the substitute, you will have seven days after that to provide the name a second substitute person, with any information the Commissioner may require, until a proposed replacement has been approved by the Commissioner.

E. Davis-Bacon Prevailing Wages

The Contractor agrees to comply and assures compliance with the requirements of 49 U.S.C. 5333(a), the Davis-Bacon Act, 40 U.S.C. 276 a(7), and implementing U.S. DOL regulation, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. In addition to other requirements that may apply, the Contractor agrees to pay wages to laborers and mechanics performing contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week. The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for Subcontractor work under the Project, and agrees to refrain from awarding any affected subcontract until the subcontractor agrees to the required wage determination. The Contractor further agrees to

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report to the federal department of Housing and Urban Development every suspected or reported violation of the Davis-Bacon Act or its Federal implementing regulations.

F. Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Mayoral Executive Order 2014-1 wage rate increases on July 1 of each year and is posted on the City website. The Minimum Wage must be paid to:

- All employees regularly performing work on City property or at a City jobsite.
- All employees whose regular work entails performing a service for the City under a City contract.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

G. INTENTIONALLY OMITTED

H. Working hours in city contracts

Eight hours constitutes a legal day's work under this Contract, in accordance with § 2-92-220 of the Municipal Code of Chicago.

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IX. PERMITS AND LICENSES

A. Contractor Obtains Permits

Except for the three types specified below, you must obtain all permits wherever the Work under this Contract requires them, including from the City of Chicago or other public authorities. You must furnish triplicate copies of the permits to the City before the Work covered by them is started. **NO WORK IS ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.**

The City will obtain permits required from the Metropolitan Water Reclamation District of Greater Chicago, the Illinois Division of Waterways and the U.S. Army Corps of Engineers.

B. Contractor Pays Permit Fees

The special use of, or removal, alteration or replacement of certain City-owned facilities and appurtenances such as traffic signs, parking meters, trees, sewers, hydrants, bridges and viaducts which are required for you to perform your Work are subject to all applicable Municipal Ordinances. It is your responsibility to obtain all the necessary permits and pay the associated fees. You must furnish copies of the permits to the City before the Work covered is started. Information with regard to the above may be obtained by contacting the appropriate City Departments.

C. Occupancy Placard and Fees

You must provide an occupancy placard indicating occupancy and floor plans based upon key plans provided by the Architect. It is your responsibility to pay all fees and expenses related to providing the occupancy placard.

X. COORDINATION WITH OTHER CITY DEPARTMENTS

A. Water System Work and Usage

Water from a City hydrant is necessary for the execution of the Work, you must obtain a hydrant permit from the City's Department of Buildings. You must obtain a permit from that department also for any construction, repair or adjustment of any water main, branch or service connection. Requests for permits must be made at the **Department of Buildings, Plumbing Permits and Plan Section,, City Hall, 121 North LaSalle Street, Room 906, Chicago, Illinois 60602; 312/744-7060**. Fees for such permits and inspection shall be required as set forth in the Municipal Code and its amendments to date.

B. Sewer System Work

If you will be constructing, repairing, adjusting or cleaning any subsurface structure designed to collect or transport storm and/or sanitary waste water, either in private property or in the public way you, through a licensed drainlayer, must obtain a permit issued under this Section X.B. (A licensed drainlayer is a person possessing a current sewer and drain license issued

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by the Department of Water Management.) Requests for permits must be made at the **Department of Buildings, Sewers Permit Section, City Hall, 121 North LaSalle Street, Room 804, Chicago, IL 60602; 312/744-3155 or 312/744-3351.**

Fees for such permits and inspection shall be required as set forth in the Municipal Code and its amendments to date. Project plans must be submitted to the Department of Buildings, Sewers Permit Section, sufficiently in advance for examination and review. Plans meeting the department's requirements must be submitted with the application for permit at least four days before the issuance of permit. When applying for a permit, you must submit three sets of plans that show all new underground sewer Work inside and around the project with a clear site or location plan together with the estimate of quantities for sewer sizes and sewer structures to be installed.

A copy of the permit must be on the Work site before the start of construction. Failure to obtain a permit before the start of construction will result in a penalty and could result in the revocation of the drainlayer's license.

You must arrange for sewer inspections at least 48 hours before the start of Work. Inspections may be requested on the City's website at the following link: **<https://webapps1.cityofchicago.org/eforms/permitInspectionAppointment>**.

C. Parking Meter Removal and Replacement

The City via the metered parking concessionaire shall close or remove and opened or reinstall any parking meters, including signs indicating pay boxes, as may be required. However, you must pay all fees and lost meter revenues required by § 9-68-050 of the Chicago Municipal Code. You must advise the Department of Transportation, Bureau of Inspections, Construction Compliance Section (Public Way Permits), Room 804, City Hall, Chicago, Illinois 60602, in writing at least two weeks in advance of the closure citing the location and meter number of the meters to be closed or removed. Closures of less than 6 hours on a given day and limited to less than 10 business days are strongly encouraged, and you must be prepared to detail any reason requiring closures of a longer hourly and daily duration.

You may not remove any parking meters without the express written consent of the Commissioner. If you violate this provision, you (a) recognize that the City will suffer damages as a result, including the costs incurred by the City in tracking, retrieving, and repairing damage to the parking meters, and (b) will be liable for liquidated damages in the amount of \$350 for each single-space parking meter or \$10,000 for each pay box you removed. All amounts, including any other debts, will be deducted from any amounts due or that may become due you.

Notification must be provided immediately once meters can be opened or reinstalled. That notification must be e-mailed to the Department of Revenue at parking-meter-closure@cityofchicago.org. Please include "REOPEN/REINSTALL" in the subject line and provide details concerning permit numbers, locations, and dates that the meters may be opened or reinstalled.

The City of Chicago Department of Transportation and the Department of Revenue may

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modify these requirements in the future.

D. Traffic and Parking Sign Removal and Replacement

The City will remove and re-install any traffic and parking sign(s) as may be required, however, you will be responsible for all fees relative to the removal and replacement of all of the City's traffic and parking signs. You must inform the Bureau of Signs and Markings, in writing, of the location of each sign to be removed and specify its distance from the property line of the nearest cross street. Each sign legend must also be stated. This information must be provided at least five days before removal. You must also inform the Bureau of Signs and Markings, in writing, of when signs may be reinstalled as soon as this date is known. Contact the **Bureau of Signs and Markings, 3458 S. Lawndale, Chicago, Illinois, 60623, Attn.: Deputy Commissioner, (312)747-2210.**

E. Trees

In accordance with § 10-32-060 *et seq.* of the Municipal Code, you must obtain a permit from the Bureau of Forestry when removing planting, trimming, spraying, or in anyway affecting the general health or structure of trees in the public way. There is no fee for this permit. The permit must be obtained from the **Bureau of Forestry Permits Division; 3200 S. Kedzie, Chicago, Illinois 60623; (312)747-2098, fax (312) 747-2178.**

The Bureau of Forestry requires 48 hours notice before starting Work for all activities with the exception of tree planting, which requires two weeks' prior notice. To obtain tree planting permits, two copies of the site plan must be presented to the Bureau for its review and approval. A Bureau representative must also assist in the selection of those trees to be planted in the public way. Tree planting standards and specifications are outlined in the Bureau of Forestry's "Manual of Tree Planting Standards," which is available upon request from the Bureau of Forestry.

F. Demolition

If demolition of a structure or removal of an underground storage tank is required during construction, you must obtain a permit and pay the required fee as set forth in the Municipal Code and its amendments to date. The permit must be obtained from the **Department of Buildings, City Hall, 121 North LaSalle Street, Room 900, Chicago, Illinois 60602; (312)744-3400).**

XI. SCHEDULE

A. Time

1. The date for commencement of the Work is the date set forth in the Contract or such other date as may be established at the discretion of the Commissioner in a Notice to Proceed. Within five calendar days after the award and release of the Contract, you must provide the Commissioner, a schedule for the performance of the Work, which complies in all respects with the Contract, within the Contract Time. The schedule may be used as

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a means of determining the progress of your performance of the Work, but neither the provision of the schedule to the City, nor the City's acceptance or use of the schedule, acts in any way to relieve you of any of your obligations under the Contract.

2. Progress and Completion. TIME IS OF THE ESSENCE IN THIS CONTRACT. No time extensions will be allowed unless they are contained in a Contract Modification that has been approved and executed by the City. Liquidated damages will be assessed against you for late completion of the Work and failure to achieve any milestone dates that provide for liquidated damages set forth in the Contract. You must not suspend any Work that may be subject to damage by climatic conditions without the Commissioner's prior written approval. Notwithstanding any other terms contained in this Contract, you must take measures to protect the Work and to minimize the impact of such conditions on the progress of the Work.

B. Progress Schedule

1. You must begin performance of the Work and to prosecute it with all due diligence, so as to complete the entire Work under this Contract within the Contract Time stipulated, after the date of commencement of Work, as specified in the written Notice to Proceed to you. The date for the commencement of Work is not counted as a day, but each day after that, from midnight to midnight, is counted as one day and the last day counted is the date of Final Acceptance and Completion of the Work. You must, when necessary, use overtime, multiple shifts, weekend and/or holiday work to maintain the approved schedule at no additional cost to the City.
2. Except when otherwise specified by the Commissioner, you must provide the progress schedule ("Schedule") for the Work using the Critical Path Method ("CPM") as described in Section XI.D, "Critical Path Method Schedule," below.
3. The Commissioner's approval of your Schedule is done for the sole purpose of insuring that all CPM scheduling documents you prepare are in conformance with the Contract requirements. This approval does not relieve you of the responsibility for the means, methods, procedures and sequence of the construction process nor does it entitle you to additional funds for completing Work in a period that is less than the Contract Time.
4. Daily Progress Reports: You and all Subcontractors must prepare and submit to the Commissioner daily progress reports on the various parts of the Work, including in the report the number of workers and the classification of the trades involved, equipment used and any pertinent information regarding possible delays in the Work.

C. Construction Operations Plan

1. You must, within 14 days after Notice to Proceed, submit to the Commissioner for review the order of procedure you propose to follow in performing the Work. Work begins only after your proposed order of procedure in performing the Work and the Schedule have been submitted to and consented upon by the Commissioner, in writing. You understand that a reasonable amount of time is required by the Commissioner for the examination of the procedure and Schedule. As Work progresses, changes or modifications in the

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procedure and Schedule, may be required by the Commissioner. In that event, upon notice from the Commissioner to you, further Work is performed only in accordance with the changed or modified procedure and Schedule as have been submitted to and consented upon, by the Commissioner, in writing.

2. The Commissioner, in his/her sole discretion, may reject or require modification of any proposed or previously approved order of procedure, that he or she considers to be unsafe for the Work under this Contract, or for other Work being carried on in the vicinity, or for other structures, or for the public, or for workmen, engineers and inspectors employed thereon, or that will not provide for the completion of the Work within the period of time specified in the Schedule, or that is contrary to any other requirement of this Contract.
3. The City's acceptance or approval of any order or procedure or equipment that you submitted or employ does not in any manner relieve you of responsibility for the performance of the Work, or for the safety of the performance of the Work under this Contract, or from any liability whatsoever on account of any procedure employed by you, or due to any failure or movement of any structure or equipment furnished by it. Notwithstanding any approval by the Commissioner, should any structure or equipment installed under this Contract afterwards prove insufficient in strength or fail in any manner whatsoever, the insufficiency or failure in no way forms the basis of any claim for extra compensation for delay, or for damages or expenses caused by the insufficiency or failure, or for an extension of time for completion of the Work, or for material, labor or equipment required for repairing or rebuilding the structure or equipment, or for repairing or replacing any other Work that may have been damaged by the movement or insufficiency or failure of any such structure or equipment, respectively.

D. Critical Path Method ("CPM") Schedule

1. You must format the Schedule to show the proposed starting and completion date for the various stages of the Work, including any float time, and must prepare it in such a way that it can be used to plot actual progress against proposed progress. You must update the Schedule and submit it to the Commissioner no less than monthly or as directed by the Commissioner. The Commissioner may request more frequent Submittals. Monthly payment will be withheld for failure to submit updated Schedules. One copy of the Schedule must be submitted to the Commissioner in a reproducible format. A copy of the Schedule must be submitted on a computer diskette in a format acceptable to the Commissioner.
2. You must assure that the Schedule includes, at a minimum:
 - a. Project name, Contract number, Contractor's name, data date and plot date on each separate sheet. If multiple diagrams are prepared, each must, in addition to the above, include a descriptive title of that portion of the Work included in them.
 - b. The order and interdependency of activities, indicating the sequence in which you plan to perform the Work; the Schedule must describe and indicate the critical path; and
 - c. Estimates of man hours and/or crew sizes for each activity.

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- d. The dates for:
 - (1) starting and completing the various stages of the Work, including milestones identified by the City in the Contract;
 - (2) placing material orders, fabrication and delivery of materials and equipment;
 - (3) preparation, submittal and approval of all required submittals to the City;
 - (4) procuring material and equipment furnished by the City;
 - (5) interface activities performed by other contractors or Subcontractors upon which your Schedule depends;
 - (6) all Work activities and field construction operations;
 - (7) equipment installation, testing and balancing.
- 3. For purposes of the Schedule, “activity” means each logically separate part of the Work defined by an observable start and an observable finish, subject to the following:
 - a. To establish the scope of an activity for Schedule purposes, you must form a single activity from the largest grouping of related operations that permit a continuous and measurable flow of Work;
 - b. The scope of an activity must be small enough to permit a reasonable appraisal of its status or as directed by the Commissioner;
 - c. Each activity on the Schedule must be manpower loaded;
 - d. The activities must be defined so that the average activity has a value of approximately \$25,000, with no activity exceeding \$200,000 without the consent of the Commissioner; and
 - e. Activities of other contractors or companies that must be completed before the start of your Work or portion of Work must be included in the Schedule as milestones and identified with a designation approved by the Commissioner.
- 4. You must furnish the following information on the Schedule for each activity:
 - a. Activity numbers assigned to the related portions of Work in the format of the project specification division and section numbers. You must submit the activity numbers to the Commissioner for review and approval;
 - b. A description of the activity that is sufficiently detailed to permit an evaluation of your performance of the Work described;
 - c. Duration of the activity in days, unless otherwise noted;
 - d. Responsibility code for each activity that is not performed by you, indicating which Subcontractor, supplier, fabricator, or other contractor is to perform the activity;
 - e. Each activity must be identified with early/late start, early/late finish, and total float;
 - f. A breakdown by monthly node of dollar amount and percentage of Contract Price.

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5. In addition to the above, any activity whose start or finish dates has been specified elsewhere in the Contract must be shown as the specified dates in the Schedule.
6. The following information must be furnished on the Schedule as summary items:
 - a. The projected total percentage complete, on a monthly basis;
 - b. Anticipated total partial payments, on a monthly basis, including Subcontractor payment breakdown; and
 - c. The projected total manpower requirements, on a weekly basis.
 - d. Within 14 days after receipt of the detailed Schedule and supporting documents, the Commissioner will either approve the Schedule or reject it with written comments. If the Schedule is rejected, you must submit a revised Schedule within seven calendar days of the date of rejection. The Commissioner's decision to reject the Schedule is final and you may not dispute it under Article XIX of the Contract.
 - e. You must provide prompt written notice to the Commissioner of any events or other changes that may delay or accelerate the Schedule.
 - f. If you fail to provide the Schedule within the time prescribed and/or updates within the stated time frames, it is an event of default under the Contract, and the Commissioner may, in addition to any other remedies available to the City, withhold monthly partial payments until such time as you submit the required information.
7. Changes to the Schedule
 - a. If you propose to make any changes to the Schedule, you must provide the Commissioner notice of the proposed changes, in writing, stating the reasons for the change, identifying each changed activity (including durations and interrelationships between activities) and providing a diskette of the proposed changed Schedule.
 - b. The originally approved Schedule will be the Baseline Schedule. The Commissioner, in his sole discretion, may approve or disapprove the proposed change in the Schedule to the extent that the change does not extend the Contract Time. He will provide a decision in writing to you within 10 days of receipt of your submission. All monthly updates must be plotted against the current revision of the Baseline Schedule.
 - c. If the Commissioner approves the change to the CPM Schedule you must submit a revised Schedule incorporating the change(s) within 10 days after approval along with a written description of the change(s) to the Schedule.
 - d. Any proposed change that would result in an extension of Contract Time requires a written modification of the Contract pursuant to Section XIII.B, "Modifications," of the Contract.
8. Updating. The originally approved CPM will be designated as the Baseline Schedule and will only be changed based on a Contract Modification that extends the Contract duration.
 - a. All updates will be plotted against the Baseline Schedule. You must update the CPM Schedule on a monthly basis coincident with the submission of the pay estimate. The

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updated information must include the Baseline Schedule detail and the following additional information for each activity:

- (1) Actual start dates;
 - (2) Actual finish dates;
 - (3) Actual activity percent complete;
 - (4) Remaining duration of activities in progress; and
 - (5) Critical activities must be identified or highlighted.
- b. The updated information must include the Baseline Schedule detail and the following additional information for each summary item:
- (1) Actual monthly and total-to-date Work percentage complete.
 - (2) Actual monthly partial payments, including Subcontractor partial payments; and
 - (3) Actual weekly and total-to-date manpower utilization.
- c. The City may withhold partial payments if you do not submit updates as required.
9. Neither an update nor Schedule change may, in itself, extend the term of this Contract. The term of the Contract may only be extended by a written Contract Modification executed pursuant to Section XXIII.B, "Modifications," of the Contract.
10. Narrative Report. As part of the CPM Schedule update, you must prepare a written narrative report, highlighting the progress during the past update period. This written report must include the following information:
- a. Summary of Work accomplished during the past update period;
 - b. Contract milestone comparison chart;
 - c. Analysis of critical path(s);
 - d. Analysis of time lost/gained during the update period;
 - e. Identification of problem areas; and
 - f. Recommended solutions to current problems.
11. You are required to attend a monthly CPM Schedule review meeting where the Schedule will be reviewed with the Commissioner. The purpose of this meeting is to review past progress, current status, problem areas and future progress. Your narrative report is reviewed at this meeting. Your representatives attending this meeting must have the authority to commit manpower and/or other resources to correct any negative impact to the Schedule. Any possible means of shortening the Schedule at no additional cost will be brought to the attention of the Commissioner. The Updated Progress Schedule will be used as a guide for verifying estimates of work completed for which payment is requested, and must accurately represent the project's current status. None of the information provided in this Section constitutes a request for a time extension.

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E. Recovery Schedule

1. You must maintain an adequate work force and the necessary materials, supplies and equipment to meet the current approved Schedule. If you, in the sole opinion of the Commissioner, are failing to meet the approved Schedule, including any Contract milestones, you must submit a recovery Schedule (the "CPM Recovery Schedule"). The CPM Recovery Schedule sets forth a plan to eliminate the schedule slippage (negative float). The plan must be specific and show the methods to achieve the recovery of time, e.g., increasing manpower, working overtime, weekend work, employing multiple shifts. You must bear all costs associated with implementing the CPM Recovery Schedule.
2. Upon receipt of the CPM Recovery Schedule, the Commissioner will review it for conformance with the Contract and degree of detail. The Commissioner, within 14 days after receipt of the CPM Recovery Schedule and supporting documents will approve it or reject it with written comments. If the detailed CPM Recovery Schedule is rejected, you must submit a revised CPM Recovery Schedule within seven calendar days after the date of rejection. The Commissioner's decision to reject the CPM Recovery Schedule is final and you may not dispute it.
3. If you refuse to follow the direction of the Commissioner, the Commissioner reserves the right after seven days written notice to you, to procure the materials, equipment and labor to proceed with or to complete the Work or any portion of it and charge the cost to you. The Commissioner's rights under this provision are cumulative to rights under any other provisions of the Contract including the City's rights to terminate for default or to early termination.

F. Time for Completing Punch List

1. TIME IS OF THE ESSENCE IN CLOSING OUT THE WORK, and you must begin work immediately after receipt of a list of minor miscellaneous or finishing work known as "Punch List Work." Your failure or that of your Subcontractors to begin the Punch List work within three days of receipt of the Punch List is an event of default.
2. You must diligently prosecute the Punch List work once begun and complete it within 30 days from receipt of the Punch List. If you fail to complete Punch List work within the 30 day time period, you must pay the liquidated damages set forth for "Punch List Work" in Book 2.
3. If liquidated damages are assessed, they will be added to the previously determined liquidated damages assessed as of the Substantial Completion Date or the City's beneficial occupancy of the Project, whichever occurs earlier. The City's takeover of the Project under Section XXI.C.3.b., however, does not constitute beneficial occupancy for purposes of liquidated damages.

G. No Damages for Delay; Extensions of Time

1. Should you be delayed in starting, prosecuting or completing the Work by any act of the City, including a delay, change, addition, deletion or modification in the Work or any omission, neglect or default of the City, or by order of the City, or anyone employed by or

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acting on behalf of the City, or by any cause beyond your control, none of which are due to any fault, neglect, act or omission on your part, then your relief is limited to an extension of the Contract Time that is no greater than the duration of any such delay. The extension of time releases and discharges the City, its employees, officials, agents and representatives from all claims for damages of whatever character, including any claims you may make on account of disruption, changes in sequence, interference, inefficiency, direct or indirect cost or any other causes of delay.

2. You must notify the Commissioner in writing of the cause within five calendar days after the delay begins. Consideration of a time extension for events beyond your reasonable control will be made if the delay directly impacts the Schedule for completion of the Work. Events considered to be beyond your reasonable control are limited to acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, labor strikes at the job site, freight embargoes, or weather significantly more severe than the norm, but only if the listed causes were not foreseeable and did not result from your fault or negligence and only if you took reasonable precautions to prevent delays owing to such causes.
3. Unless otherwise provided in the Contract, the Contract Time is based on normal weather conditions. An extension is granted for weather significantly more severe than the norm only if you demonstrate to the satisfaction of the City that any delay in the progress of the Work was due to such weather. The basis used to define normal weather will be the "normal" data as compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration in their most current report entitled "Local Climatological Data, Annual Summary with Comparative Data" for the month for which the time extension is sought. The effects of weather less severe than the norm may be taken into account in considering your requests for time extensions for the effects of more severe weather.
4. No extension of time will be granted under this Section for any delay if you, by your action or inaction, including your fault or negligence or that of your Subcontractors, caused the delay, or for which any remedies are provided under any other provision of the Contract.
5. The grant of an extension of time pursuant to this Section XI.G, "No Damages for Delay and Extension of Time," in no way constitutes a waiver by the City of any rights or remedies existing under this Contract, at law or in equity.
6. You must submit in writing any claim for extension of time to the Commissioner not more than five days after the delay begins, otherwise the claim is waived. Any claim for extension of time must (i) state the cause of the delay; (ii) specifically demonstrate the impact of the delay on the Schedule; and (iii) state the number of extension days requested. If the cause of the delay is continuing, only one claim is necessary, but you must report, in writing, the cessation of the cause for the delay within 10 days after the termination. Any claim for extension of time that does not comply with this provision constitutes a waiver by you of your rights to any such extension.

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7. After receipt of a timely and properly completed request for a time extension, the City may (i) grant a time extension for the entire length of the delay; (ii) grant a time extension for a portion of the extent of the delay; or (iii) deny the time extension.
8. If you do not agree with the City's decision on a claim for time extension, you may appeal the ruling to the Chief Procurement Officer under Article XIX, "Claims and Disputes," but only if you have complied with the notice requirements provided in these Terms and Conditions for Construction and the time extension request exceeds five calendar days or the liquidated damages exceed \$10,000. The Commissioner's decision is final whenever the time extension request is for a duration of less than five days or the liquidated damages are less than \$10,000.

H. Suspension of Work

The Commissioner has authority to suspend the Work wholly, or in part, for such period of time as the Commissioner may deem necessary due to conditions unfavorable for the satisfactory prosecution of the work, or to conditions that, in the Commissioner's opinion, warrant the action or for such time as is necessary by reason of failure on your part to carry out orders given or to perform any or all provisions of the Contract. No additional compensation will be paid to you because of any costs caused by the suspension when the suspension is ordered for reasons resulting from any action or omission on your part or is related to utility adjustments, railroad work, work by other contractors on or near the Work covered by the Contract, or unforeseeable weather conditions.

I. Liquidated Damages

1. If the Work is delayed, you are liable for liquidated damages for every day you fail to achieve the Contract Completion Date (or any milestone completion date that provides for liquidated damages), but only if the delay is not the result of an excusable cause permitted under Section XI.G.2, "No Damages for Delay and Extensions of Time." The specific amount of liquidated damages for which you are liable is set forth in Book 2 of this Contract.
2. The City will recover liquidated damages by deducting the amount thereof out of any moneys due or that may become due you. If the moneys are insufficient to cover the damages, then you or your surety must pay the amount due. Nothing contained in this Section is to be construed as limiting the right of the City to recover from you all amounts due or to become due, and all costs and expenses sustained by the City for improper performance under this Contract, repudiation of the Contract, failure to begin work on the date of commencement, or failure to perform the Work with adequate forces, equipment or materials or other resources, or breaches in any other respect, including defective workmanship or materials. In addition to liquidated damages for failure to meet any milestones, you are liable to the City for any other damages sustained as the result of your refusal or failure to perform the Work.
3. If the City permits you to continue to perform Work despite your failure to meet any milestone date set forth in the Contract, the action in no way constitutes a waiver by the City of any rights or remedies that exist under this Contract, at law, or in equity.

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XII. MEETINGS

A. Pre-Construction Meeting

Before beginning Work, the Commissioner may conduct a Pre-Construction meeting. Your representatives and Subcontractors must attend. The purpose of the meeting is to establish lines of authority and communication and the identification of duties and responsibilities of the organizations. Discussion will cover specific contract plans, specifications, unusual conditions, schedules of completion, and other features of the Contract. The Commissioner may conduct additional coordination meetings at his discretion.

B. Weekly Review Meetings

The Commissioner may conduct weekly review meetings. At a minimum, your project manager and superintendent must attend. However, you must arrange for Subcontractors to attend the meetings if expressly requested by the Commissioner. The meetings may include the following:

1. Review of Work progress since the previous weekly review meeting;
2. Discussion of field observations, problems and decisions;
3. Review of off-site fabrication problems and other problems affecting in the Contract Time;
4. Review of equipment deliveries;
5. Discussion of corrective measures and procedures to achieve the CPM Schedule;
6. Review of submittal schedules and effect on the CPM Schedule;
7. Review of proposed Contract changes and effect on the construction schedule;
8. Coordination requirements;
9. Clarifications and decisions required of the Commissioner;
10. Review of your forces on the Work; and
11. Review of Project Record Document status and content.

C. Monthly Review Meetings

The Commissioner may conduct monthly review meetings. At a minimum, your project manager and superintendent must attend. However, you must arrange for Subcontractors to attend the meetings if expressly requested by the Commissioner. The meetings may include the following:

1. Review of Work progress since the previous monthly review meeting;
2. Discussion of field observations, problems and decisions;
3. Review of off-site fabrication problems and other problems affecting the CPM Schedule;
4. Review of equipment deliveries;

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5. Discussion of corrective measures and procedures to achieve completion in the Contract Time;
6. Review of submittal schedules and effect on the CPM Schedule;
7. Review of proposed Contract changes and effect on the Schedule;
8. Coordination requirements;
9. Clarifications and decisions required of the Commissioner;
10. Review of your forces on the Work; and
11. Review of Project Record Document status and content.

XIII. PAYMENTS

A. Contract Price

The "Contract Price" is the total dollar amount of your bid accepted by the City, including approved change orders. It includes all labor, equipment, materials, permits, licenses, fees, and taxes necessary to perform the Work. In the case of a lump sum Contract Price or lump sum line item, you must provide the Commissioner with a breakdown that includes a schedule of costs for the various parts of the Work included in the lump sum. The total of these costs must equal the lump sum Contract Price or lump sum line items, as applicable.

The breakdown must be submitted in such form and detail, and supported as to correctness by such data, as the Commissioner may direct. The City will make no payment to you until you have submitted the breakdown and the Schedule required by Article XI, "Schedule," and the Commissioner has approved them. The breakdown may be used for verifying monthly progress payments upon substantiation of the costs detailed and the progress of the Work.

For unit price line items, measurement and payment is as specified in the Detailed Specifications.

B. Procedure for Monthly Payment Requests and Final Payment

1. You and the City will agree upon a payment schedule of at least once per month, or more frequently if appropriate or if specified elsewhere in the Contract. The Commissioner will process payment requests pursuant to that agreement if your payment requests, in the Commissioner's sole judgment, are acceptable in form and content, and if the Work for which payment is being requested has been completed according to the terms and conditions of this Contract. All payment requests are subject to correction by the Commissioner.
2. In cases where you proceed to perform and complete the Work properly under the Contract, progress payments will be processed on a monthly basis unless the amount earned is greater than \$1,000,000, then payments may be made twice a month. The payment period ends on the monthly anniversary date of the Notice to Proceed.
3. Each monthly payment request must include one original and two copies of the following:

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- a. **Certified Statement.** You must submit certified statement(s) (signed by an authorized individual and notarized) for each payment request; the statement, in the form acceptable to the Commissioner, must list the following for you and for each Subcontractor and supplier for the period for which payment is requested:
 - (1) the name and business address of the particular Subcontractor or supplier;
 - (2) description of the work performed and/or product supplied;
 - (3) [intentionally omitted]
 - (4) the total amount of the particular subcontract;
 - (5) the amount previously paid to the Subcontractor and the dates paid;
 - (6) the amount of the monthly pay request you will pay to each individual Subcontractor and/or supplier from payments you receive on the request, and the dates those amounts were invoiced or requested by the Subcontractor or supplier;
 - (7) the balance remaining under the subcontract to complete the Work.
- b. **Partial Waivers of Lien to Date and Affidavit for Payment.** Following your first payment request, you must submit Partial Waivers of Lien from all Subcontractors and suppliers that performed services and provided supplies during the month before your previous payment request. The Partial Waivers of Lien must be in a form acceptable to the City and must identify, at a minimum, the payment request number and time period covered. The Partial Waiver of Lien must be in dollar amount equal to the dollar amount of the services performed or supplies provided by the Subcontractor or supplier during the relevant time period. With every payment request, you must also submit an Affidavit for Payment from all Subcontractors and suppliers for whose services or supplies you request payment. The Affidavit for payment must be in a form acceptable to the Commissioner and identify, at a minimum, the payment estimate number, the time period covered, and the total amount invoiced by the Subcontractor or supplier, and the total amount paid to the Subcontractor or supplier to date; and
- c. [Intentionally Omitted]
- d. **Certified Payrolls.** You and all Subcontractors working on the job site must submit three copies of certified payrolls for the payment period to the Commissioner every week until all Work is completed. All payrolls must be identified with Contractor or Subcontractor's name, as appropriate, Contract name and be sequentially numbered. If there are periods of no Work by you or a Subcontractor, you must submit a payroll labeled "NO WORK." The final payroll must be clearly labeled "FINAL". Certified payrolls are required to assure EEO compliance as well as wage compliance. Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the Chief Procurement Officer. An employee's address should appear every time his or her name appears on the payroll. You must submit the certified payrolls and additional information regarding EEO and wage compliance by providing a Payroll Summary Report in the form required by the Chief Procurement Officer. You and each Subcontractor must submit the EEO report forms required by the City and U.S. Department of Labor reflecting fully the periods of Work covered by the partial payment request. When

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directed, Contractor shall be required to submit payrolls electronically using the City's certified payroll and reporting system.

- e. In April 2004, the Chicago City Council passed an ordinance requiring the City to report payments to subcontractors and suppliers on the City 's website. This ordinance applies to all City-funded, construction-related contracts awarded after June 28, 2004. In order to comply with this new ordinance, contractors meeting these criteria will be required to declare subcontractor payments with each invoice submitted. This reports the intended payments from prime contractors to subcontractors and suppliers from the invoice. The Subcontractor Payment Certification Form can be downloaded from the City's website at www.cityofchicago.org/finance/subcontractorform. The information from this form will be recorded in the City's financial system and posted on the City website.

C. Payment for Stored Material

1. Whether stored on- or off-the job site, the risk of loss for stored material will remain with you, and you must insure the stored materials against the risk of loss, theft or damage until its installment in the Work.
2. Payment for material stored on the job site will be 100% of a valid invoice. No payment will be made for materials stored off the job site unless otherwise authorized by the Commissioner in accordance with Section XIII.C.3. If Materials stored on the job site cannot be incorporated in the finished Work within a reasonable period of time you may include them in the monthly progress payment, but only if the following documents are submitted with the request for payment:
 - a. Paid invoices showing the cost of material or equipment;
 - b. Waiver of lien from the supplier indicating that the cost of the material or equipment was paid; and
 - c. Inspection tickets showing that material or equipment had been inspected and accepted by the City.
3. Payment for material stored off-site, if authorized, will be 100% of a valid invoice when you have provided the Commissioner with the documents and assurances listed and complied with the requirements below:
 - a. A paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs;
 - b. A waiver of lien from the supplier for the total amount of the material purchased;
 - c. Inspection for all of the material stored;
 - d. A certified statement giving the exact location of the materials or equipment, stating that:
 - (1) you have inspected all of the material stored and that it is complete and in good condition;

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- (2) the materials are suitably stored and maintained at a bonded, secure and environmentally appropriate location that the Commissioner has agreed upon and subject to the conditions required or established by him;
- (3) you have complied with procedures satisfactory to the Commissioner to establish the City's title to the materials or otherwise protect the City's interest in them, including, insurance, storage and transportation to the Project site for the materials stored off-site, as the Commissioner may reasonably require;
- (4) the materials, equipment and associated fabricated components will not be diverted away from the Project;
- (5) a certificate of insurance coverage for the stored material upon which payment is requested;
- e. Immediately upon receipt of payment for the material, you must prepare and execute all documents required to transfer title to the City, including, any Uniform Commercial Code documentation necessary to perfect transfer of title; and
- f. All material and Work covered by payments will thereupon become the sole property of the City, subject to your obligation to insure it until Acceptance of the Work.

D. Retainage

- 1. Pursuant to § 2-92-250 of the Municipal Code, no retainage shall be withheld by the City. As a matter of prompt payment to subcontractors as required by Section XIII.E, Contractor must not withhold retainage from subcontractors in any form, including but not limited to administrative fees.

E. Prompt Payment to Subcontractors

- 1. **Payment Within Seven Days.** The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice.

Provided the Subcontractor's performance has met the terms of the Contract Documents, and that Subcontractor has submitted its request for payment to the Contractor with such documentation as is reasonably necessary to substantiate such performance, the Contractor shall bill the City for such performance when the Contractor is first authorized under the payment schedule of the Contract to submit an invoice to the City for such performance. Contractor may only invoice the City at the rates contained in the Contract Documents.

- 2. **Liquidated Damages for Failure to Promptly Pay.** Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such

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liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

3. Reporting Failures to Promptly Pay. The City posts payments to prime contractors on the web at
<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 7 days** after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

4. Action by the City. Upon receipt of an electronic report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

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Fifth and Each Succeeding

Unexcused Report:

\$1,000

The liquidated damages set forth above shall be assessed per unexcused report per contract, i.e., each successive report regarding a contractor's failure to pay under this Contract will be assessed liquidated damages, regardless of which subcontractor files the unexcused report(s).

By executing this Agreement, Contractor acknowledges and agrees that the City may collect such damages by deducting any amount due to the City from the next payment to be made to the Contractor. In the event that no further payments are due to Contractor, Contractor agrees to promptly pay such liquidated damages as it may owe to the City. Failure to make such payment within thirty (30) days of receipt of notice of the assessment of liquidated damages may result in Contractor being debarred from participating in City contracts for a period of not less than one year.

Contractors are reminded that each unexcused failure to pay promptly is an event of default under the Contract and, in addition to the liquidated damages provided for in this Section, is subject to the remedies found in Section XX.C of this Contract. Contractors are further reminded that per Section 2-92-270 of the Municipal Code of Chicago, failure to pay subcontractors as required by law and the Contract may result in the City suspending payments to Contractor and making direct payments to such subcontractors. Any such direct payments shall be from funds due and owing to the contractor.

5. Whistleblower Protection. Contractor shall not take any retaliatory action against any subcontractor for reporting non-payment pursuant to this Section E. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section XX.C hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

6. If the Chief Procurement Officer determines that the circumstances pertaining to a contractor's failure to pay promptly warrant excusing such non-performance, or determines that excusing such non-performance is in the best interests of the City, the Chief Procurement Officer may waive any of the remedies provided in this Section E. Each such waiver is discrete, non-precedential and does not constitute a waiver of any subsequent remedies against a contractor who fails to comply with the terms and conditions set forth herein.

F. Payments Withheld

1. The Commissioner may decline a request for payment if, in the Commissioner's sole opinion, the request for payment is not adequately supported. If you and the Commissioner cannot agree on a revised amount, the Commissioner must process the payment in the amount he deems appropriate.

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2. The Commissioner may decline to process any payment or may rescind in whole or in part any approval previously made to the extent that may be necessary in his sole opinion because of any failure to perform any obligation under the Contract, including:
 - a. Failure or refusal to provide the City the required initial schedule for the Work or monthly schedule updates and obtain the City's approval for either or both;
 - b. Your failure to remedy defective Work;
 - c. Your failure to make payments to Subcontractors, or employees, or provide partial waivers of lien;
 - d. Your failure to maintain timely progress of the Work as stated in your schedule, or the City's determination that the Work will not be completed within the Contract Time, or your failure to carry out the Work in accordance with the Contract;
 - e. Failure to follow the City, State, Federal, or Contract safety and security requirements;
 - f. Failure to maintain insurance policies as required by the Contract and/or to provide to the Commissioner each evidence of insurance coverage, in the form of current certificates of insurance, as he or she may require;
 - g. Failure to comply with other requirements as referenced in the Contract;
 - h. Failure to provide certified payrolls or other documents required under Section XI.G, "No Damages for Delay and Extensions of Time."
 - i. Failure to provide material inspections as required by the Contract; and
 - j. Failure to provide contract deliverables such as, accurate Record Drawings, warranties, guarantees, manuals, etc.
3. Pursuant to § 2-92-270 of the Municipal Code, the Chief Procurement Officer may, in his sole discretion, direct that no further payments be made, or vouchers or estimates issued to you, if he determines that you have failed to pay any Subcontractor, employee or worker for Work performed under this Contract. The City may withhold payment until you demonstrate, to the satisfaction of the Chief Procurement Officer, that payments to the Subcontractors, employees or workers have been made in full.

If the Chief Procurement Officer gives you notice under Section XXIII.H that no further vouchers or estimates will be issued or payments made on the Contract until the Subcontractors, workers, and employees have been paid, and you neglect or refuse for a period of 10 days or more after notice was given to pay those Subcontractors, workers or employees, the Chief Procurement Officer may apply any money due, or that may become due, under the Contract to the payment of those Subcontractors, workers or employees without further notice to you and the effect will be the same, for purposes of payment to you of the Contract Price, as if the City had paid you directly.

The failure of the City, however, to retain and apply any money, or of the Chief Procurement Officer to order or direct that no vouchers or estimates be issued or further payments made, will not, nor will the paying over of the reserved percentage without the Subcontractor, workers, or employees being first paid, in any way affect your liability or that of your sureties to the City, or to any such Subcontractor, worker or employee upon any bond given in connection with this Contract.

4. Debts; Outstanding Parking Violation Complaints

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In accordance with § 2-92-380 of the Municipal Code, and as otherwise permitted by law, in addition to any other rights and remedies (including any set-off) available to the City under the Contract or permitted at law or in equity, the City is entitled to set off a portion of the Contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this provision, the terms "outstanding parking violation complaints" and "debt" are defined in the Municipal Code as are the conditions under which no set-off will be made.

5. Provisions Relating to Liens

Contractor will notify Subcontractors that no mechanic's lien under the Illinois Mechanics' Lien Act, 770 ILCS 60/23, *et seq.*, will be permitted to arise, be filed, or maintained against public funds, the Project, or any part of it, or any interest in them, or any improvements on them, or against any monies due or to become due to Contractor on account of any work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project to the extent permitted by law. Contractor, for itself and its Subcontractors, expressly waives, releases, and relinquishes such liens and all rights to file or maintain such liens; and Contractor further covenants that this waiver of liens and waiver of the rights to file or maintain such liens is an independent covenant.

If any of Subcontractors, employees, officials, agents, or any other person directly or indirectly acting for, through, or on their behalf files or maintains a lien or claim under the Illinois Mechanic's Lien Act, 770 ILCS 60/23, *et seq.*, against public funds or against any monies due or to become due to Contractor on account of any Work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project, Contractor must cause such liens and claims to be satisfied, removed, or discharged within 30 days from the date of filing. The City may extend the 30 day period if (i) the City determines that the lien claim cannot be so satisfied, removed, or discharged in such period and (ii) Contractor, in the City's sole determination, is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The City has the right, in addition to all other rights and remedies provided under this Contract or by law, to cause such liens or claims to be satisfied, removed, or discharged by any means at Contractor's sole cost, such cost to include reasonable legal fees.

6. The City's rights under this Section XIII.F, "Payments Withheld," are cumulative with any other rights provided for under this Contract. Failure by the City to exercise any such right afforded in this Contract, or at law or in equity, will not constitute a waiver of that right.

G. Payment for Changes

1. **Payment for Changes.** The amount to be paid by the City for changes (additions, deletions or revisions) in the Work or directions to change the Contract Time, will be made in accordance with Sections XIII.G.1.a through XIII.G.1.f below.
- a. **Unit Price Basis.** Should the changes in the plans result in an increase or decrease in the quantities of unit priced Work to be performed, you will accept payment as follows:

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- (1) All increases in the Work of the type that appears in the Contract as unit price items will, except as provided in Section XIII.G.1.b., "Proposal Basis," be paid for at the Contract unit bid prices. Decreases in quantities included in the Contract will be deducted from the Contract value at the unit bid prices. No allowances will be made for delays or anticipated profits.
 - (2) Quantities in excess of 125% of the bid quantities, when the total dollar value of the unit price item exceeds 5% of the original Contract bid amount, will be paid for at a negotiated unit price based on costs that are demonstrated by you and agreed to by the Commissioner, subject to the approval of the Chief Procurement Officer. The negotiated unit price can be higher or lower than the Bid Unit Price. Quantities in excess of 125% of the bid quantities, when the total dollar value on any unit price item does not exceed 5% of the total value of the original Contract bid amount, will be paid at the bid unit price.
 - (3) Quantities below 75% of the bid quantities, when the total value of the unit price item exceeds 5% of the Contract Price at the time of bid, will be paid for at a negotiated unit price based on costs which are demonstrated by you and agreed to by the Commissioner, subject to the approval of the Chief Procurement Officer. The negotiated unit price can be higher or lower than the Bid Unit Price. Quantities below 75% of the bid quantities, when the total value on any unit price item does not exceed 5% of the total value of the Contract Price at the time of bid will be paid at the bid unit price.
 - (4) If the Commissioner and you are unable to agree on a negotiated unit price, the Commissioner will determine a unit price, prepare a Contract Modification with the Work so priced, that you will sign. You may, however, timely dispute the amount of the unit price to the Chief Procurement Officer under Article XIX, "Claims and Disputes." This is the only Contract Modification in which the release language required by Section XIV.D., "Contractor's Release," will not be included.
- b. **Proposal Basis.** If there are no unit prices for the changed Work, the payment may be based upon a price agreed to by the City and you. The proposal submitted will be a starting point for negotiation between the City and you. You must submit any proposal for consideration for changed Work in writing, breaking down the Work to be done into segments of cost as follows:
- (1) Labor. For all hourly wage labor and hourly wage foremen in direct charge of the specific operations, you will receive the prevailing rate of wage for every hour that the labor and foremen are actually engaged in the Work. No additional allowance or payment will be made for general superintendence.
 - (2) You will receive the actual costs paid to, or in behalf of, workers for health and welfare benefits, pension fund benefits or other benefits, when the amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work.
 - (3) An amount not to exceed 30% of XIII.G.1.b.(1) above and an amount not to exceed 10% of XIII.G.1.b.(2) above will also be paid to you.

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- (4) Insurance and Payroll Taxes. Cost for property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the extra Work, to which an amount not to exceed 10% of the cost of these items will be added. You must furnish satisfactory evidence of the rates paid for the insurance and taxes.
 - (5) Materials. For materials accepted by the Commissioner and used as an integral part of finished Work, you will receive the actual costs of the materials delivered on the job site, including transportation charges that you paid (exclusive of machinery rentals as set forth below), as shown by original receipted bills, to which 15% will be added to the first \$10,000.00 and 10% for any amounts over \$10,000.00.
 - (6) Equipment. Number of proposed equipment hours multiplied by the rate as allowed by the latest revision of "Schedule of Average Equipment Ownership Expense With Operating Cost" as issued by IDOT, or in the AED Compilation of Rental Rates if equipment is to be rented, for the period that the machinery and equipment are to be used on the Work, to which no percent will be added. Where machinery and equipment are not listed in these schedules, then the rates will be determined by the Commissioner after reviewing all of your available records or other information concerning the expense of operating that type of equipment.
 - (7) Cost for Increase in Performance and Payment Bond. You will furnish the Commissioner written documentation from the surety of the rate or rates applicable for additional bonding for this Contract. These rates will be applied to all the changes increasing or decreasing the Contract Price. No bonding costs will be allowed for Subcontractors. In the absence of written documentation from the surety, a percentage of the total change, as determined by the Commissioner, will be added or subtracted to cover the increase or decrease of the cost of the bond.
 - (8) When Work is to be performed by a Subcontractor, the proposal may include as administrative costs for you an amount not to exceed 5% of the first \$10,000.00 and 1% of any amount over \$10,000.00 of the total approved costs of the Work. The Subcontractor, however, is not allowed any additional markup if it sublets its Work. The use of a Subcontractor requires the approval of the Chief Procurement Officer. All subcontracted costs must be supported by proposals from the Subcontractors performing the Work. The Subcontractor's proposal must be broken down into its various parts of Work as described in items XIII.G.1.b.(1) through XIII.G.1.b.(8) above, or as required by the Commissioner.
- c. **Time and Material Basis.** If the Commissioner and you cannot agree on a price based on a proposal, the Work will be paid for on a time and material basis. Work that is done on a time and material basis will be paid for as follows:
- (1) Labor. For all hourly wage labor and hourly wage foremen in direct charge of the specific operations, you will receive the prevailing rate of wage for every hour that the labor and foremen are actually engaged in the Work. No additional allowance or payment will be made for general superintendence.
 - (2) You will receive the actual costs paid to, or in behalf of, workers for health and welfare benefits, pension fund benefits or other benefits, when the amounts are

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required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work.

- (3) An amount not to exceed 30% of XIII.G.1.c.(1) above and an amount not to exceed 10% of XIII.G.1.c.(2) above will also be paid to you.
- (4) No payment will be made for labor performed on a time and material basis until you have furnished the Commissioner with itemized statements of the labor cost as follows.
 - (a) Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman.
 - (b) Certified payrolls or certified copies of them, pertinent to the Work for which payment is requested. The payroll records will contain the name, address and social security number of each employee, the employees correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The time and material bills will be audited and corrected against the certified payrolls. Falsification of the certified payroll is an offense punishable by law.
- (5) Insurance and Payroll Tax. For property damage, liability, and workers compensation insurance premiums, unemployment insurance contributions and social security taxes on the time and material Work, you will receive the actual costs, to which 10% will be added. No payment will be made for insurance and payroll taxes until you have furnished satisfactory evidence of the rate or rates paid for the insurance and tax.
- (6) Materials. For materials accepted by the Commissioner and used as an integral part of finished Work, you will receive the actual costs of the materials delivered on the job site, including transportation charges paid by him (exclusive of machinery rentals as set forth below), as shown by original receipted bills, to which 15% will be added to the first \$10,000.00 and 10% for any amounts over \$10,000.00.
- (7) You will be reimbursed for any materials used in the construction of the Work, such as sheeting, falsework, form lumber, burlap, or other materials for curing, etc., that are not integral part of the finished Work. The amount of reimbursement will be agreed upon in writing before the Work is begun and no percent will be added. The salvage value of the materials will be taken into consideration in the reimbursement agreed upon.
- (8) No payment will be made for material cost until you have furnished itemized statements of the material costs, which must include:
 - (a) Quantities of materials, prices, and extension;
 - (b) Material transportation costs supported by receipted invoices; and
 - (c) Receipted invoices for all materials used. However, if materials used on the time and material Work are not specifically purchased for the Work but are taken from your stock, then in lieu of the invoices, you will furnish an affidavit certifying that the materials were from your stock, that the quantity claimed was

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actually used, and that the price and transportation claimed represent the actual cost to you. The price quoted for the material must be reasonable and acceptable as per the normal industry practice.

- (9) Equipment. You will be paid for all machinery and equipment (other than small tools as currently defined by the Illinois Department of Transportation) used on the Work in accordance with the latest revision of "Schedule of Average Annual Equipment Ownership Expense with Operating Cost," as issued by the Illinois Department of Transportation, for the period that the machinery and equipment are in use on the Work, to which no percent will be added. Where machinery and equipment are not listed in this schedule, the rates will be determined by the Commissioner after reviewing all your available records or other information concerning the expense of operating that type of equipment. Where idle time for equipment is authorized by the Commissioner, it will be paid at a rate not to exceed 50% of the rates described above.
- (10) When equipment is rented, you will receive actual rental cost as shown by original receipted bills to which 5% will be added.
- (11) No payment will be made for equipment unless designations, dates, daily hours, rental rates, and extensions for each unit of machinery and equipment are shown on the itemized statement of time and material Work.
- (12) Bond. The City will pay you the actual increase in cost of your performance bond. You will furnish from the bonding company written documentation of the rate or rates applicable for additional bonding for this Contract. These rate/rates will be applied to all the changes increasing or decreasing the Contract value. No bonding costs will be allowed for Subcontractors. In the absence of written documentation from the bonding company, a percentage of the total change, as determined by the Commissioner, will be added or subtracted to cover the increase or decrease of the cost of the bond.
- (13) When Work is performed by Subcontractor, you will receive as administrative costs an amount equal to 10% of the first \$10,000 and 5% of any amount over \$10,000 of the total approved costs of the Work. The Subcontractor, however, is not allowed any additional markup if it sublets its Work. The use of a Subcontractor will require the approval of the Chief Procurement Officer. All subcontracted costs must be supported by invoices from the Subcontractors performing the Work. The Subcontractors' invoices must be submitted in the form described in items (1) through (4) above.
- (14) Documentation. For additional Work performed on a time and material basis you will each day submit to the Commissioner detailed and complete records of the labor, material, equipment, and other costs relating to any force account Work performed on the day the Work is performed. You and the Commissioner will sign these daily extra Work reports.
- (15) Base Contract Work on a Premium Time Basis.
 - (a) For Contract Work performed outside of regularly schedule working hours as defined by the Contract, premium time costs will be paid, only if expressly

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directed in writing by the Commissioner before you begin the Work. Compensation, when authorized, will cover only the direct cost of the premium portion of the time involved and will be without any charge for insurance. No payment will be made for union fringe benefits on the premium portion of the time unless expressly required by union agreement. Taxes that are attributed to the premium portion of the time will be paid. If you seek to charge taxes, the Commissioner may require you to supply verification that the employees' Social Security Tax, Federal Unemployment Tax, and State Unemployment Tax limits have not been exceeded.

- (b) An amount equal to 7% of the sum of the premium portion of the work plus taxes will also be paid to you to cover job site general conditions, overhead, and profit. All indirect costs are considered part of the overhead, including supervision, engineering, and other technical personnel.
 - (c) If you enter into a subcontract, you will be allowed an additional 2% of the Subcontractor's premium time billing to cover your supervisory and related expense on subcontract operations. The Subcontractor is not allowed the additional 2% if it sublets its Work.
 - (d) You must keep Daily Work Reports for the premium time hours signed by you and the Commissioner. The reports must indicate the time of day when the Work was performed and wage rate differential that will be charged. Billings must reflect hours reported on Daily Work Reports.
- d. **Changes on Lump Sum Contracts or Lump Sum Items in Unit Priced Contracts.** All increases or decreases in the Work that is listed in the approved schedule of values will be priced, for the purpose of any change, based on the amounts stated for the Work in the approved schedule of values.
- e. **All invoices for changed work.** You must submit all invoices for changed work within 45 days following completion of the changed work. Failure to provide a complete invoice for the changed work within that period, will authorize the Commissioner, subject to the approval of the Chief Procurement Officer, to determine the final amount for the Contract Modification that may be awarded without your signature.
- f. **Miscellaneous.**
 - (1) For the purposes of this Section, any business entity which employs field labor and performs Contract Work on the job site is defined as a Subcontractor." (This definition excludes suppliers/deliverers of materials.)
 - (2) When the extra Work involves only supply of material without any field labor at the job site, the supplier, for the purposes of this Section, will be considered a "Materials Subcontractor" and the mark up specified in Section XIII.G.1.c (6), "Materials," will apply.
 - (3) Expenses incurred by the City. Upon written request of the Commissioner, you will pay the costs related to the Work that are the responsibility of the City. You

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will be reimbursed for the actual amount paid out to which will be added a markup as specified in Section XIII.G.1.c above.

2. Change Claims:

- a. If you and Commissioner are unable to agree on the price and/or time extension in connection with a change, you must, within 15 days of completing the changed work, provide written notice to the Commissioner of the amount of money and/or time extension sought by you and the Contractual and factual basis for each. You will designate the document Notice of Claim.
- b. The Commissioner will, within 30 days from receipt of the Notice of Claim, respond by requesting a meeting with you, making a written request for additional information from you, including a general statement of the basis for the claim, the facts underlying the claim, the notice to the Commissioner of the change that gave rise to the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim; taking other action to attempt to resolve the Notice of Claim, and/or advising you in writing that it should file a claim under Article XIX, "Claims and Disputes." Any steps taken by the Commissioner to resolve the Notice of Claim will not exceed 60 days from receipt of the Notice of Claim unless you agree to an additional amount of time in writing.
- c. If the Notice of Claim cannot be resolved as provided for in Section XIII.G.2, you must follow the requirements of Sections XIX.B and C, "Claims" and "Disputes."
- d. If you do not agree with the adjustment for time and/or money proposed by the Commissioner, you must follow the procedures set out by the Contract to file a claim and/or dispute as provided in Article XIX, Failure to follow the procedures set out by the Contract to file a claim and/or dispute as provided in Article XIX, constitutes a waiver of the right to make a claim or file a Dispute to the Chief Procurement Officer. In the event of your waiver, you may file a Dispute under Section XX with the Chief Procurement Officer seeking a final decision as to the adjustment for the changed work.

H. Night, Sunday and Holiday Work

Whenever you are permitted to perform Work at night, or on Sundays or State or Federal holidays, or to vary the period of hours during which any work is carried on each day, you must give written notice to the Commissioner, at least 24 hours in advance, so that proper inspection may be provided. The Work will be done under regulations to be furnished in writing by the Commissioner, and no extra compensation will be allowed therefore.

I. Acceleration

1. If progress falls behind the approved schedule, the Commissioner may direct and authorize you, in writing, to perform premium time work as indicated in TIME OF COMPLETION in the Proposal section of the specifications. No additional compensation will be paid for such premium time work and the cost incurred for inspection and testing during the premium time work will be considered as "extra" inspection, and

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reimbursement will be provided by you as described in Section XV.C, "Materials and Equipment Testing and Inspection."

2. If conditions are encountered where you are specifically directed and authorized in writing by the Commissioner to perform premium time work, on the original contract, to advance an already established completion date of an event or the project, or project milestone, you will be compensated in accordance with Section XIII.G.c (15).
3. When the premium time Work is performed by approved subcontractor, you will receive a markup as specified in Section XIII.G.c (15). of the Contract.

J. Intentionally Omitted

[Intentionally Omitted]

K. Electronic Ordering And Invoices

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

XIV. CHANGES IN THE WORK

A. City's Right to Change Work

The Chief Procurement Officer and the Commissioner reserve the right to jointly order, in writing, changes in the Work or the Contract Time without prior notice to your surety. You are obligated to perform in a timely manner the changed Work included in the written notice from the Chief Procurement Officer and Commissioner. These changes may consist of additions, deletions, or other revisions, at the discretion of the City. You must begin the changed work upon receipt of a Field Order, signed by the Commissioner, with the prior written approval of the Chief Procurement Officer, unilaterally directing changes in the Work or Contract Time.

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B. Property Owner Request

Property Owner's requests for contract changes shall only go through the City. The Contractor shall not perform, and shall not be reimbursed by the City for, work that the Property Owner requests the Contractor to perform.

C. Contractor's Request

Within 14 days of receipt of the written notice from the Commissioner, you must submit to the Commissioner a written request for adjustment to the Contract Price and/or Contract Time for the revised Work.

D. Contract Modification

The final provisions of the Proposed Contract Modification, including the adjustment in the Contract Sum and/or the Contract time, if any, will be incorporated into a written Contract Modification signed by the City and you.

E. Contractor's Release

All Contract Modifications constitute a full release of the City from any liability for any additional compensation or extension of time arising or resulting from the Work performed pursuant to the Contract Modification. By executing a Contract Modification, you accept the compensation and/or time extension provided in it in full accord and satisfaction for that Contract Modification, and you expressly waive, release and relinquish all additional claims and demands relating to or arising out of the matters covered by that Contract Modification, including direct or indirect cost, profit, or damages related to disruptions.

F. Performance of Changed Work

You must promptly proceed with any changes in the Work or Contract Time as directed by a written order of the Commissioner ("Field Order"), in accordance with Section XIV.A., "City's Right to Change Work," with or without any Contract Modification. Your refusal or failure to proceed promptly with the changed Work as directed constitutes an event of default under the Contract. No change to the Work by you as directed by the Commissioner will operate to invalidate the Contract or release your surety.

G. Change Claims and Disputes

If you and Commissioner are unable to agree on the price and/or time extension in connection with a change, the procedures set forth in Article XIX, "Claims and Disputes," will govern.

XV. TESTING & INSPECTION

A. Material, Inspection and Responsibility

The City has the right to inspect all materials, equipment and each part or detail of Work, at any time, to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any materials or equipment required under this Contract. You are responsible for all materials, components and completed Work furnished under this Contract.

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The City may reject materials, components or completed Work not complying with the terms and provisions of this Contract and you must replace it or them at no additional cost to the City. You must promptly remove any rejected materials or components rejected from the City's premises at no additional cost to the City after you receive notice from the City that the materials or components have been rejected.

B. Inspection of the Work

1. All materials and equipment and each part or detail of the Work are subject at all times to inspection by the Commissioner or the Commissioner's authorized representatives. You are held strictly to the requirements of the Contract with respect to quality of materials, workmanship and the diligent execution of the Contract. Inspection may include mill, plant, shop and field inspection of any material or equipment furnished and any installation and construction under the Contract. You must allow the Commissioner and his representatives access to all parts of the Work and furnish such information and assistance as may be required to make a complete and detailed inspection.
2. All tests performed by or at the direction of the Commissioner under this Contract are to verify that the materials you are providing meet the Contract requirements. You, at your own expense, may perform or have others perform similar tests for the purpose of maintaining the quality of the material being provided. Payment will not be made for uninspected or unauthorized use of materials incorporated into the Work.
3. You must remove or uncover such portions of the finished Work as the Commissioner may direct before acceptance. After the examination, you must restore the portion of the Work to the standard required by the Contract. If the Work thus exposed or examined proves acceptable, the City will pay the expenses of uncovering, removing and/or replacing the parts as extra work, but if the Work so exposed or examined is unacceptable, you must bear the expense of uncovering, removing and/or replacing of it in accordance with the Contract.
4. Except as may be otherwise specified in other sections of the Contract, the Commissioner will make final inspection of all Work included in the Contract as soon as possible after you notify him that the Work is substantially completed and ready for acceptance. If the Work is not acceptable to the Commissioner at the time of the inspection, he or she will inform you as to the particular defects to be remedied before the Work is accepted as substantially complete.

C. Materials and Equipment Testing and Inspection

1. You must provide the Commissioner sufficient notice of placing orders to permit tests to be completed before the materials are incorporated into the Work. You must afford such facilities as the Commissioner may require for collecting and forwarding Samples and making inspections and test. All Samples must be furnished without charge to the Commissioner. You must not make use of or incorporate into the Work the materials represented by the Samples until tests have been made and the materials have been found to be in accordance with the requirements of the Contract.
2. For materials that are integral parts of machinery or equipment or of parts of equipment that you or your Subcontractor normally stock, you must furnish the original and one copy

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of certified tests made at the time of production. You will keep the original and the Commissioner will retain the copy.

3. You must assure that the Commissioner has free entry, at all times while Work is being performed, to all parts of the manufacturer's works that concern the manufacture of the material or equipment ordered. The Commissioner must be permitted to examine all components and subassemblies. Assemblies and parts must be numbered for identification. You must provide the Commissioner with a detailed production schedule before the first inspection. After review of the schedule, the Commissioner will inform you of the methods, extent of inspection, facilities desired and date of inspection. You will afford the Commissioner without charge, all facilities necessary to determine that the material or equipment furnished are in accordance with the Contract. Test and inspection may be at the place of manufacture before shipment.
4. If for any reason, the City elects not to make the tests, the Commissioner may direct you to make the necessary tests. You must furnish a certification of the ordered tests after completion. The Commissioner reserves the right to inspect and reject all materials or equipment that were previously inspected and accepted at the place of manufacture or source of supply, after they were delivered to the Work site, if the materials or equipment do not meet the requirements of the Contract.
5. When an inspection trip is terminated due to insufficient materials, unacceptable quality, Contractor labor problems, or Contractor equipment problems, you must pay the City its costs for any additional inspection trip.
6. The Contract documents may require you to include the cost of travel and living expenses for a specific number of City employees and/or other persons for a specific test. The manufacturer or you must furnish a certification of the ordered tests after completion. The Commissioner reserves the right to reinspect and reject all materials or equipment that have been previously inspected and accepted at the place of manufacture or source of supply, after they have been delivered to the site if the materials or equipment do not meet the requirements of the Contract.
7. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standards and methods of the American Society for Testing and Materials (ASTM) and any revisions of them. If there are no ASTM standards that apply, applicable standard methods of other recognized standardizing agencies will be used. You must provide the name and qualifications of any such standardizing agency to the Commissioner for review and approval.

D. Testing Laboratory Labels

You must submit all equipment containing electrical wiring to the City for acceptance before installation. All electrical components that you furnished and installed or assemble under this Contract must be approved and so labeled by one of the following Testing Laboratories:

1. Underwriters' Laboratories (UL)
2. Canadian Standards Association (CSA)
3. Electrical Testing Laboratory of New York (ETL)

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4. Illinois Institute of Technology research Institute (IITRI)
5. American Gas Association (AGA)
6. Factory Mutual Research Corporation (FMRC)
7. Maintenance and Electrical Testing (MET)
8. American Research Lab (ARL)

Any electrical unit comprised of a number of components, assembled at the factory and considered custom made, must bear one of the above labels for the entire unit as well as for each component.

You must pay all costs in obtaining a testing laboratory label at no additional cost to the City. Any delays in completion of the Work caused by the manufacturer of equipment in obtaining the required testing laboratory labels and the City approval are not grounds for an extension of time beyond the time of completion indicated in the Contract.

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XVI. CONTRACTOR PRACTICES AT SITE

A. Cooperation Among Contractors

You must conduct the Work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors within or adjacent to the Work site. You must assume all liability, financial or otherwise, in connection with this Contract, and must protect and save harmless the City from all damages or claims that may arise because of inconvenience, delay, or loss experienced due to the presence and operations of other contractors working within the limits of the Work. You must assume all responsibility for Work not completed or accepted due to the presence and operations of other contractors. You must coordinate and tie-in, where appropriate, your Work with that of others in an acceptable manner and perform the Work in proper sequence to the work of others. When other contractors cause any damage to the Work that you performed, you must file claims with the other contractors, and not against the City, and you must obtain compensation for damage directly from those other contractors.

B. Protection of Persons and Property

1. **Protection of Existing Structures and Property.** You must avoid causing damage to trees, plant life, sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors and the property of the City and others, and must, at your own expense, repair any damage that you or any Subcontractor may cause.

You are responsible for loss or damage by fire or theft of equipment, material, or other property of the City, incurred while the equipment, material or other property is located in any field office or on the site of the Work. Further, you must repair or replace any such equipment, material or other property so lost or damaged, to the satisfaction of the Commissioner, at no additional cost to the City.

You must familiarize yourself with the requirements of local and state laws applicable to underpinning, shoring and other Work affecting adjoining property and, wherever and whenever required by law, site conditions or standard industry practice, you must shore-up, brace, underpin, secure and protect all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of the Work site that may be in any way affected by the excavations or other operations connected with the Work to be performed under this Contract.

You are responsible for the giving of all required notices to any adjacent or adjoining property owner or other potentially affected party. The notice must be served in sufficient time so as not to delay the progress of the Work under this Contract.

You must take such precautions as are necessary to insure the safety of private property owners, lessees, and their invitees against injury caused as a result of settlement or displacement of structures. You must immediately proceed with all shoring or other Work necessary to restore the private property owner's property to a safe condition. If you fail to undertake the Work within 24 hours after written notice by the Commissioner, the City may proceed to repair or restore any such structure to a safe condition, and the cost of it will be deducted from any compensation due, or that may become due to you.

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If, in the prosecution of the Work, it is necessary to excavate or occupy any street, alley, or public grounds of the City, you must erect and maintain such barriers, and, during the night time, such lights as will effectively prevent the happening of any accidents or damage to life, limb, or property in consequence of such excavation or occupation of such street, alley, or public grounds. You are liable for all damage occasioned by you, your agents, employees or Subcontractors of any tier in the excavation or occupation of any street, alley, or public grounds, and you must indemnify the City pursuant to Article XVIII, "Insurance, Indemnity and Bonds."

Upon Final Completion and Final Acceptance of the Work, you must remove all machinery, equipment, materials, false work, rubbish or temporary structures and leave the Work site and the premises of any private property owners in as good condition as they were before commencement of Work.

Materials and equipment necessary for the performance of the Work may only be placed, stored or allowed to occupy any space in public streets or alleys upon the written consent of the Commissioner. It is the City's intent that the operations under this Contract are conducted as far as practicable without interference with the public use of streets and alleys. All materials or equipment used in the performance of the Work must be placed so as not to impede traffic on streets and alleys adjacent to the site of the Work, and to allow free access to all fire hydrants, water valves and manholes that are a part of electric, telephone and telegraph conduit lines, fire alarms and police call boxes in the vicinity.

In removing existing pavements, sidewalks, curbs, gutters, walls, foundations, vaults and other structures, the use of any type of impact device in a manner that might damage buildings or their foundations, or other underground structures and utilities is not permitted.

You must indemnify and hold the City harmless from any damage due to settlement or the loss of lateral support of adjacent or adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of the injury or damage to adjacent and adjoining structures and their premises. Your indemnity obligations will survive the expiration or termination of this Contract and include and apply to any liabilities and duties placed upon the City as owner or occupant of the property on which the improvements provided for in this Contract are to be constructed, by the provisions of an Act entitled "An Act to Prescribe the Duty of an Owner or Occupant of Lands Upon Which Excavations are Made in Reference to the Furnishing of Lateral and Subjacent Support to Adjoining Lands and Structures Thereon." See of 765 ILCS 140/0.01 *et seq.*

2. Existing and Proposed Utilities. The Contract may show existing utilities lying within the limits of the Work, such as sewers, manholes, catch basins, gas lines, water lines, telephone and electrical duct lines, CTA facilities, and similar structures. The City does not guarantee the completeness or accuracy of the information regarding utilities, whether public or privately owned. You must make your own investigation to determine the existence, nature and location of all utilities at the Work site. You must verify the exact location of all utilities that may interfere with performance of the Work and must report to the Commissioner any differences from the locations shown on the Contract.

You must so arrange and conduct your Work that utilities may be removed, relocated or supported during excavation and maintained in service until the Work is completed. In addition, you must arrange and conduct your Work that utilities may be replaced,

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rearranged or relocated before backfill being placed. You must cooperate with the owners of those utilities in the performance of the Work.

Where existing utilities are abandoned and it is necessary to remove them due to the performance of the Work, you must remove them at no additional cost to the City, and they will become your property.

It is your responsibility to protect those existing utilities that are to remain in operation during and after completion of the Work, and any new utilities installed by others during the performance of the Work. You will be held fully responsible for any damage resulting from your performance of the Work, and will be required to repair, replace or reconstruct any utilities damaged, at your own expense, to the satisfaction of the Commissioner. The protection of the utilities as specified in this Contract must be at no additional cost to the City.

3. **Utilities Outside the Limits of the Work.** You must protect and maintain City-owned water lines, sewers, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances that are located entirely outside the limits of the Work in a satisfactory manner until the completion of the Work. Whenever in the performance of the Work it is necessary, because of the nature of the Work or because of your method of performing the Work, to support, remove, replace, relocate, rearrange, adjust or repair such City-owned structures located entirely outside of the excavations, you must notify the appropriate City department to perform the Work, and must cooperate with the department in preserving service. You must reimburse the appropriate City department for the cost of performing the Work at no additional cost to the City under the terms of this Contract.
4. **Utility Relocation and Continuance of Service Plan.** You must prepare a Utility Relocation and Continuance of Service Plan, identifying procedures, locations, time frames and affected agencies and private owners. The Plan must be submitted to the Commissioner for review within 14 days after the Notice to Proceed.
5. **Cooperation with Utilities.** You must cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these agencies of all services or facilities owned or operated by them within the limits of the Work.
6. **Work Performed by Others.** The Work must be performed with a minimum of interference to street traffic in the area. You must coordinate your Work with that of other City contractors, with contractors employed by adjacent property owners, and with contractors employed by any other party or parties for work on utilities to insure the best progress of the Work as a whole.
7. **Preservation and Protection of City Standard Bench Monuments and Survey Controls.** You are responsible for the preservation and protection of all City Standard Bench Monuments, in accordance with the provisions of § 10-4-220 of the Municipal Code and Article 105.09 of the Standard Specifications, and as directed by the Commissioner. Any survey control point that you disturb or remove you must replace or reestablish to the satisfaction of the Commissioner, at no additional cost to the City. **DAMAGE TO ANY OF THE CITY STANDARD BENCH MONUMENTS WILL RESULT IN YOUR BEING PROSECUTED TO THE FULL MEASURE OF THE LAW.** The Department of General

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Services will pursue the matter of compensation for damages incurred by the City resulting from your actions or your failure to act during the execution of Work on this project.

8. **Protection of Streets and Traffic.** You must provide all necessary barricades, signs, flags, lights and reflectors. You must assure that vehicular and pedestrian traffic on all streets, including adjacent streets, bridges, overpass structures and ramps is maintained during the performance of the Work in accordance with the requirements of the Contract.
9. **Temporary Restoration of Trench Cuts.** Failure to maintain the temporary restoration of trench cuts, which causes the surrounding work area to be in an impassable and/or hazardous condition thereby creating undue inconvenience and danger to area residents is an event of default under this Contract.
10. **Temporary Barriers, Signs, Lights and Flaggers.** You must furnish, relocate and remove portable barricades and lights, collision protection, temporary signs (including traffic and project signs) and supports as directed by the Commissioner; and furnishing all necessary flaggers and other protection necessary for the maintenance of traffic flow in a safe and orderly fashion, as required by Article 107.14 of the IDOT Standard Specifications, except as otherwise specified in the Contract.

You must maintain, repair or replace all damaged or destroyed appurtenances referenced in the immediately preceding paragraph throughout the life of the Contract. Maintenance includes cleaning of the barricades and traffic signs by means of clean water. Flaggers must be provided whenever circumstances warrant.

The barricades must be erected, moved, repaired and repainted as required. Upon the completion of the Work, all barricades remain your property and must be promptly removed from the Work site.

11. **Historical and Scientific Specimens.** You must preserve and deliver to the Commissioner any specimens of historical or scientific value encountered in the Work, as directed by the Commissioner.

C. Protection of Streets, Alleys and Public Grounds

When excavating or occupying any street, alley or public grounds of the City, you must erect and maintain temporary barriers and, during the night time, lights that will effectively prevent accidents or damage to life, limb or property in consequence of the excavation or occupation of the street, alley or public grounds. You are liable for all damages as a result of the excavation or occupation of any street, alley or public grounds, or by the carelessness of you, your subcontractors, agents, employees or workers and must indemnify and hold harmless the City against all judgments rendered against it by reason thereof.

D. Protection of Existing Trees in the Right of Way

1. In accordance with the provisions of Chapter 10-32 of the Municipal Code you must protect all trees and shrubs at the construction site from damage. You must restore all damaged parkways to their original condition and repair or remove and replace any trees and shrubs damaged as a result of construction activity (as determined by the Department of Streets and Sanitation, Bureau of Forestry) at your expense. If any trees

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or shrubs damaged by construction activity must be removed and replaced, and trees or shrubs of comparable size, type, and value are unavailable or the time for planting is unsuitable, the City will charge you their appraised value determined as provided under § 10-32-200 of the Municipal Code, which amount the City will deduct from amounts due you, or, if no amounts are due, then you must promptly pay the City the amounts determined. Any tree greater than 4" D.B.H. that is permanently damaged due to the construction project and not originally marked for removal must be replaced with a new tree as identified by the Bureau of Forestry and must have a minimum of 4" caliper B&B. Any damaged tree smaller than 4" caliper measured 6" above the ground must be replaced in kind, inch for inch.

2. You must install a **protection barrier or temporary fence** of at least 1.2m (4 feet) in height around each tree to be *protected and preserved*. *The tree protection* must be installed before the actual construction starts and maintained for the duration of the project.

Within this protection zone, you must prevent construction materials from being stored, equipment from being operated and temporary storage buildings or work trailers from being placed.

The protection barrier must be constructed of orange snow fencing securely fastened to fence posts spaced a maximum of **1.5 m (5 feet)** on center. Posts are 1.8m (6 feet) in length with 61 cm (2 feet) set into the ground and 1.2m (4 feet) extending above ground. The fencing must be attached to the post with a minimum of four nylon locking ties evenly spaced at each post.

Dimensions of the **protection barrier** are as follows:

Trees located in Tree Pits: Where trees are located within Tree Pits, the temporary fencing should be installed at a minimum distance of the inside dimension of the Tree Pit opening with one stake at each corner of the opening.

Trees located in Parkways or Boulevards:

Small Trees (<9" D.B.H.): Minimum 1.5m (5 feet) from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the temporary fencing must be the width of the grass parkway with a maximum offset of 30cm (1 foot) from back of curb or edge of sidewalk. In no case must the closure be less than 61cm (2 feet) from the centerline of the tree.

(Example: 6" Tree in a 6' parkway as measured from back of curb to sidewalk. The dimension of the protection fencing would be 1.2m x 3m (4' x 10') with tree in the center). Note: Larger grass parkways (>12') may allow for a ten foot by ten foot (10' x 10'). Thus, the dimension bordered by the sidewalk or curb would not affect fencing distance.

Medium (10"to 15" D.B.H.): Minimum of ten (10) feet from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the fencing must be the width of the grass parkway with a maximum offset of one foot from back of curb or edge of sidewalk. In no case must the closure be less than two feet from the centerline of the tree.

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Large (>15" D.B.H.): Minimum of 15 feet from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the fencing must be the width of the grass parkway with a maximum offset of one foot from back of curb or edge of sidewalk. In no case must the closure be less than two feet from the centerline of the tree.

E. Care of Existing Structures and Property

1. **Property Access Maintenance Plan.** You must prepare a Property Access Maintenance Plan consistent with the requirements of the Contract. The plan must be submitted to the Commissioner for review within 14 days after award of the Contract. You must comply with all applicable Federal, State, and local requirements. You must also comply with the following requirements:
 - a. Maintain vehicle and pedestrian access to properties;
 - b. Maintain pedestrian access on both sides of all streets;
 - c. Provide access walkways to all buildings and businesses;
 - d. Sidewalks must remain open to the maximum extent possible;
 - e. Provide temporary relocation of access, where required;
 - f. Provide advisory and temporary signs for pedestrian and vehicle access changes and reroutings; and
 - g. Coordinate delivery locations and timing.
2. Before doing any Work adjacent to or on the site of any buildings or other structures adjoining or in the line of the Work to be performed under the Contract, you must supply written notice of it to the owner or owners that the Work is to be done, and must cooperate with the owner(s) in the maintaining, removing, relocating, rearranging or adjusting wherever necessary, of all basements of buildings, subsidewalk vaults, tunnels, conduits, wires, poles, pipes, gas mains, cables, steam and street railway tracks and equipment, or other appliances and structures located in any portion of the streets, public areas, highways and easements to be occupied or used during the prosecution of the Work.
3. Wherever in the performance of the Work it is necessary to remove, reconstruct, relocate, rearrange, adjust or repair City-owned sewers, catch basins, manholes, inlets, sewers connections and appurtenances by reason of the fact that the structures and appurtenances pass through or are located within the limits of the Work as shown on the plans, or ordered by the Commissioner you must perform the Work necessary to remove, reconstruct, relocate, rearrange, adjust or repair those structures and appurtenances, unless otherwise noted on the plans.
 - a. The Commissioner will, at his sole discretion, direct you to modify your method of Work to interfere as little as possible with the normal conduct of business in or around the portions of the buildings or structures in use.
 - b. The building or structures may be in full time use and operation and will continue in normal use during performance of the Work. Building facilities, including heating, ventilation, and air conditioning, lighting and plumbing, will not be interrupted in the

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occupied areas, except as required for making connections to power sources as specified below.

- c. You will serve written notification to the Commissioner requesting any anticipated interruption in facilities at least two weeks before disruption of services. You must provide any temporary facilities deemed necessary by the Commissioner due to a disruption of services. The Commissioner, in his sole discretion, will determine the procedures, times of day and dates you may accomplish the Work and may reject or modify your request.
 - d. Storage of all material and/or equipment must be in areas approved by the Commissioner, in a manner to minimize interference with the normal conduct of business in or around the occupied portions of the building and vehicular areas.
4. You must not perform Work on City-owned water mains, connections and appurtenances or on any City-owned electrical conduits, cables, vaults and appurtenances unless the City has abandoned the structure and the Commissioner has authorized the Work or the Work is included in the Contract. But, you must adjust City-owned water manholes and electric manholes that are shown as "to be adjusted" on the plans.
- a. You must protect and maintain in a manner satisfactory to the Commissioner, protect and maintain all City-owned water mains, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances that are located entirely outside of the neat lines of the excavation as shown on the plans or as ordered by the Commissioner, until the completion of the Work under the Contract. Whenever in the performance of the Work under the Contract it becomes necessary because of the nature of the Work required by the Contract or because of your method of performing the Work, to support, remove, replace, relocate, rearrange, adjust or repair those City-owned structures located entirely outside of the excavations, you must notify the appropriate City Department to perform the Work, and must cooperate with the Department in preserving service in or through them. You must reimburse the appropriate City Department for the cost of performing the Work, and the cost must be included in the various Contract prices.
 - b. Without cost to you the City will support, protect and maintain all City-owned water mains, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances, any part of which is located inside of the neat lines of the excavations as shown on the plans or ordered by the Commissioner, or it will remove, replace, relocate, rearrange, adjust, or repair them, both inside and outside of the excavations. You, however, must adjust those City-owned water manholes and electric manholes that are shown as "to be adjusted" on the plans. Whenever in the performance of the Work under the Contract it becomes necessary to support, protect, maintain, remove, replace, relocate, rearrange, adjust or repair such City-owned structures any part of which is located inside of the excavations, you must notify the appropriate City department to perform the Work and must cooperate with the department in preserving service in or through them.
 - c. With the exception of the City-owned water mains, connections and appurtenances and the City-owned electric conduits, cables, vaults and appurtenances described above, and with the exception of City-owned structures that are to be removed or

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otherwise Worked upon as part of the requirements of the Contract, you must support, protect, maintain or relocate and rebuild all poles, trees, shrubbery, fences, sewers, pipes, conduits, cables, wires, manholes, tunnels, buildings, subways and other City-owned structures that pass through and are located within the excavations or that are adjacent to the Work to be constructed under the Contract during the construction and until the completion of the Work under the Contract.

5. You must notify and cooperate with the owners thereof in maintaining, removing, relocating, rearranging, or adjusting wherever necessary, all basements of buildings, subsidewalk vaults, tunnels, conduits, wires, poles, pipes, gas mains, cables, steam and street railway tracks and equipment or other appliances or structures located in any portion of the streets, public areas, highways and easements that are to be occupied or used during the construction of the Work specified under the Contract.
 - a. Wherever in the performance of the Work specified under the Contract it becomes necessary to remove, replace, rearrange, adjust or repair City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances by reason of the fact that the structures and appurtenances pass through or are located within the limits of the excavations as shown on the plans or ordered by the Commissioner, you must perform the Work necessary to remove, replace, relocate, rearrange, adjust or repair the structures and appurtenances. The cost of performing the Work must be included in the Contract price.
 - b. Wherever in the performance of the work specified under the Contract it becomes necessary to support and maintain City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances or wherever it becomes necessary as a result of your methods of construction during the Work under the Contract, to remove, replace, relocate, rearrange, adjust, or repair City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances (other than those specified in the last preceding paragraph) you must perform the Work necessary to support, maintain, remove, replace, relocate, rearrange, adjust or repair the structures and appurtenances, and you must bear the cost of the Work without any additional compensation for it.
 - c. It is the intention of the specifications that you include in the appropriate Contract Price or prices, all necessary cost and expense of supporting, maintaining, removing, replacing, relocating, rearranging, adjusting or repairing all City-owned appliances and structures (other than City-owned water mains, connection and appurtenances and City-owned electrical conduits, cables, vaults and appurtenances described in Section XVI.E.4.b), encountered in or affected by the Work, and that you must also include in the price or prices all necessary cost and expense of removing structures that have been or will be abandoned by their owners and that are necessary to be removed in order to construct work under the Contract, but you must not include in the price or prices the cost or expense of supporting, maintaining, moving, replacing, relocating, rearranging, adjusting or repairing those appliances or structures that are not owned by the City and are not abandoned by their owners, except as may be otherwise specified below in this Section.

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6. You must take all reasonable precautions for the protection of buildings, railroad tracks, street railway tracks and appurtenances, and other appliances and structures not owned by the City.
7. You must determine the methods to be employed, the procedure to be followed, the equipment, plant, falsework, shoring, bracing and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract and the approval of the Commissioner. Only adequate and safe procedures, methods, structures and equipment must be used.
8. You must provide drawings and calculations for all equipment, falsework, shoring, bracing and other temporary structures required for the Work, designed, signed and sealed by an Illinois licensed structural engineer. You must submit copies of all such drawings and calculations to the Commissioner for information only.
9. Field Check of Dimensions, Cutting and Patching. Where the Work connects to existing structures or appurtenances, you must take complete field measurements affecting all Work under this Contract and are solely responsible for the proper fit between the Work and existing structures or appurtenances. You must perform all cutting, patching, or fitting of Work that may be required to properly fit together the several parts of the Work and the existing structures or appurtenances.
10. Contractor's Layout of the Work. You are responsible for the correct lay-out and accurate fitting of all parts of the Work. You must furnish at your own expense all labor, materials and other expenses necessary for, or incidental to, the setting and maintaining of lines and grades (exclusive of the Work of establishing the original reference base line and bench marks that will be performed by the City). No separate payment to you for the cost of any of the Work specified in this Contract. The cost is included in the Contract unit or lump sum prices.
11. Salvage of Materials. If and whenever City- owned property such as valves, cast iron manholes, catch basin frames and covers, inlet boxes and grates, or any other appurtenance are to be removed and are not to be reused in the Work, you must securely store them at a suitable place on the job Site for possible use by the City (unless otherwise stipulated). You must take care to prevent damage in your handling of these appurtenances. You must deliver all items identified by the City for reuse to a location designated by the Commissioner and must legally dispose of the remaining items.
12. Wherever basements of buildings, subsidewalk vaults, tunnels, sewers, water, gas, telephone, telegraph, electric or other pipes, conduits, cables, wires, manholes, vaults, steam and street railway tracks or other similar structures and appliances not owned by the City are in or cross the excavations for structures to be built under this Contract, you must notify the owners of the structures and appliances to support, move, rearrange or abandon them, and cooperate with the owners of the structures and appliances in preserving the service or services provided by the structures and appliances, except as may be otherwise specified or provided in the Contract. If you have complied with the above requirements and has been notified by the owners of the structures and appliances that any of them have been abandoned, or lacking such notice, if you have made all investigations and has found that any of the above structures or appliances have been abandoned by their owners and if the removal of any such abandoned structure or

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appliance is necessary in order to construct the Work, you must remove them at no additional cost to the City.

13. Wherever basements of buildings, subsidewalk vaults, tunnels, sewers, water, gas, telephone, telegraph, electric or other pipes, conduits, cables, wires, manholes, vaults, steam and street railway tracks or other similar structures and appliances are adjacent to, but do not cut through or cross the excavations for structures to be built under the Contract, you must perform the Work in such a manner as to not cause damage to the structures and appliances and not interrupt their use during the progress of the Work.
14. You must arrange to notify the owners of structures and appliances that are to be supported, maintained, removed, reconstructed, relocated, rearranged, adjusted or repaired by reason of the Work in ample time to permit them to do their work. The Commissioner may direct you to suspend your operations on that part of the Work that affects the structures and appliances until their owners have had time to perform the work.
15. You must conduct the Work so that no equipment, material or debris is placed upon private property unless you have first obtained the owner's written consent thereto and provided this written consent to the Commissioner. You must take such means as may be required to prevent the creation of a public nuisance on any part of the Work site or adjacent streets or property.
16. You must thoroughly clean all streets, pavements, sidewalks and parkways and all private property of all surface materials, earth and rubbish and restore them to as good condition as before the commencement of the Work. Where you have removed or killed sod, you must provide new live sod. Where the areas have been seeded, you must replace top soil equivalent to that removed, fertilize it, seed and roll it to the satisfaction of the owner of the land. You must replace all trees, shrubs and plants damaged in the proper season of the year with live, growing stock of the same kind and variety and of the size ordinarily used for planting purposes.

F. Precautions and Safety

1. You must take any precautions that may be necessary to render all portions of the Work secure in every respect, to decrease the liability of accidents from any cause and to avoid contingencies that are liable to delay the completion of the Work. You must furnish and install, subject to the approval of the Commissioner, all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to insure the safety of workers and of engineers and inspectors during the performance of the Work. You are required to conduct your Work so as not to unnecessarily obstruct the activities of other contractors who also may be engaged in work on this or any other project.
2. Although the Commissioner may observe the performance of the Work and reserves the right to give you opinions and suggestions about safety defects and deficiencies, the City is not responsible for any unsafe working conditions. The Commissioner's suggestions on safety, or lack of it, will in no way relieve you of your responsibility for safety on the Work site. You have sole responsibility for safety and the obligation to immediately notify the Commissioner of all accidents.

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3. Precautions must be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes must be observed.
4. You must provide completely equipped first aid kits readily accessible at all times on the Work site. You must designate an appropriately trained individual on each shift to be in charge of first aid.
5. You must provide at appropriate locations fire extinguishers or other fire protection equipment that comply in all respects with the Municipal Code and NFPA standards. You must maintain this equipment in proper operating condition at all times and must cause the equipment to be inspected by all appropriate agencies as required by law, but in no event less than monthly. You must comply with the Municipal Code requirements on the use of standpipes, hoses and other fire protection equipment.
6. Only such materials and equipment as are necessary for the construction of the Work under this Contract must be placed, stored or allowed to occupy any such space at the site of the Work. Not more than one day's supply of flammable liquids, including oil, gasoline, paint, or solvent is permitted to be kept on hand at any one time. If gasoline, flammable oils, other highly combustible materials or compressed gas cylinders are to be stored at the site, they must be stored in a secure manner, in compliance with all applicable laws, ordinances and regulations, and all storage places must be clearly marked. The written consent of the Commissioner is required for such storage. That consent in no way limits your liability for the materials.
7. You must prohibit all lighting of fires about the premises and all smoking in restricted areas where posted with "NO SMOKING" signs, and you must diligently enforce this prohibition. You must furnish and post "NO SMOKING" signs. You must not permit any debris or waste materials to be burned at the Work site.

G. Health, Safety and Sanitation

1. Clean-Up. During construction, you must keep the Work site and adjacent premises as free from material, debris and rubbish as practicable. Haul roads, streets and public areas must be swept daily. Before Final Completion and Acceptance of the Work, you must remove from the Work site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs and must restore the site to the same general conditions that existed before the commencement of the Work. The cost of final clean-up is included in the unit prices for the various items, or included in the Contract lump sum price, as the case may be. You must clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt and any other foreign materials deposited or accumulated on any portion of your Work, or existing facilities and structures, due to your performance of the Work.
2. Snow and Ice Removal. You must remove snow and ice that may impair progress of Work, be detrimental to workers, or impair trucking to and from points of delivery at the Work site.

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3. Glass Breakage. You must replace all glass broken or damaged during construction at no additional cost to the City. You must promptly remove all broken glass from the Work site.
4. Noise and Vibration Control. All equipment, vehicles, and Work under this Contract must be conducted in accordance with the City Building Code, Chapter 11-4 of the Municipal Code, "Environmental Protection and Control," Article VII - *Noise and Vibration Control*, so as to cause a minimum of noise, vibration and inconvenience to the activities of the occupants of property and buildings in the vicinity of the Work. When the Commissioner, in his sole discretion, determines that your operations constitute a nuisance, you must immediately proceed to conduct your operations in a manner that abates the nuisance. You must provide all measures, including engine and exhaust mufflers, acoustic casing enclosures, maintaining equipment, or physical barriers along the edges of the construction zone, required to minimize noise and vibration. Noise and vibration levels may be monitored by the Commissioner.
5. Health and Safety.

As part of your obligation to observe and comply with all applicable laws, you must observe and comply with all applicable provisions of 29 C.F.R. Part 1926 (Safety and Health Regulations for Construction).

- a. Whenever a Federal OSHA compliance officer arrives at the work site, you must notify the Commissioner immediately via telephone and email.
- b. Within 24 hours of the conclusion of any OSHA inspection, you must report, in writing, all OSHA findings and recommendations that are known to you – including but not limited to any alleged hazards, whether or not already abated – to the Commissioner via email.
- c. If the inspection or any part of the inspection, such as the closing conference, involves a subcontractor and not you, then you must require and ensure that, within 24 hours of the conclusion of the inspection, the subcontractor reports all OSHA findings and recommendations that are known to it – including but not limited to any alleged hazards, whether or not already abated – to you. Within 24 hours of your receipt of any such report, you must provide the report to the Commissioner via email.
- d. Within 24 hours of your or any subcontractor's receiving any citation, hazard alert letter, or other documentation of any kind from OSHA relating to any actual, suspected, reported, alleged, or possible hazard or violation of any kind, you must provide a complete copy of the citation, hazard alert letter, or other documentation to the Commissioner. If you or any subcontractor makes any written response of any kind to OSHA, including but not limited to any abatement certification, then within 24 hours of your or the subcontractor's mailing, emailing, or otherwise submitting the response to OSHA, you must provide a complete copy of the response, including but not limited to any supporting documentation submitted to OSHA, to the Commissioner.

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- e. If you or any subcontractor are reporting any fatality, hospitalization, or injury of any kind to OSHA, you must immediately notify the Commissioner via telephone and email.
 - f. You must maintain, and provide to the Commissioner upon request – and require all subcontractors to maintain, and provide to the Commissioner upon request – (1) all records required to be made or maintained under any applicable OSHA standard, including but not limited to the OSHA 300 log, Safety Data Sheets, and employee training records; and (2) all records generated by you or by any subcontractor relating to any injury, fatality, or near miss at the work site, including but not limited to accident investigation documentation.
6. You must enforce among your employees such regulations in regard to cleanliness and the disposal of garbage and wastes that are necessary for their health and tend to prevent the inception and spread of contagious and infectious disease among them. You must provide an ample supply of suitable, pure drinking water, and must take such means as the Commissioner may direct to effectively prevent the creation of a nuisance on any part of the Work site or adjacent streets or property. You must construct and maintain necessary sanitary conveniences for the use of the laborers on the Work, properly secluded from public observation, in such manner and at such points as be approved, and their use must be strictly enforced. Whenever manholes have been used for sanitary proposes, they must be thoroughly flushed and cleaned when no longer needed.

The manner of disposing of waste must be such that all waste is disposed of without creating a public nuisance or health hazard and in accordance with Illinois Department of Public Health Circular No. 815, Educational Health Circular No. 4.001, and all Illinois Environmental Protection Agency rules and regulations.

You must also comply with all rules and regulations of the Federal and State governments and the City Department of Public Health.

H. Hazardous Operations and Security

- 1. During construction, all cutting or welding operations must be carried out with all precautions taken to prevent fires resulting from sparks or hot slag. Extreme care must be exercised to determine that sparks or embers do not fall into any combustible materials, even if such material is stored on lower floors. Sheet metal wind screens must be provided around the lead-melting furnaces whether the Work site is enclosed or not. Portable fire extinguishers must be provided at and below all locations where cutting or welding or melting operations are being performed or, if those operations are extensive, a hose from the stand pipe system or fire hydrant must be placed nearby. You must obtain special permission from the Commissioner of Water and pay all associated connection fees.
- 2. No welding, flame cutting, or other operations involving use of flame, arcs, or sparking devices, will be allowed without adequate protection. All combustible or flammable material must be removed from the immediate working area. If removal is impossible, flammable or combustible materials must be protected with fire blankets or suitable non-combustible shields to prevent sparks, flames or hot metal from reaching flammable

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or combustible materials. You must provide necessary personnel and equipment to control incipient fires resulting from welding, flame cutting, or other sources involving use of flame, arcs, or sparking devices.

3. You must immediately report any concentration of gas fumes, and you are responsible for clearing the area and notifying the Commissioner and the appropriate utility company. All operations in the area must be suspended until the source of the fumes has been located and corrected.
4. You must arrange for the installation of necessary fire protection lines and equipment as required by the Chicago Fire Department and as necessary to properly protect the Work site. Permanent fire protection facilities may be used for this purpose as soon as they are installed, tested and approved by the Commissioner for temporary use.
5. Salamander heaters or similar forms of uncontrolled heaters must not be used except with the special written permission of the Commissioner and City fire marshal and then only when each salamander is maintained under constant supervision.
6. Gasoline must be kept in and handled from approved safety cans.
7. All tarpaulins used for any purpose must be made of fire, water and weather-resistant materials.
8. You must furnish such watchmen as may be necessary to protect the public and those who are at or in the vicinity of the Work under this Contract, and to protect all materials, tools, machinery and equipment and all Work you have performed.
9. You must comply with all Federal and State and local occupational health and safety statutes, and any occupational health and safety standards promulgated thereunder; provide reasonable protection to the lives, health and safety of all persons employed under this Contract; furnish to all such persons a place of employment that is free from recognized hazards that are causing or are likely to cause death or serious physical harm; keep all persons employed under this Contract informed of your protections and obligations under the statutes; and provide all persons employed under this Contract with information regarding hazards in the workplace, including information about suitable precautions, relevant symptoms and emergency treatment. The Federal and State occupational health and safety statutes, and the rules and regulations promulgated thereunder, are considered part of this Contract as though fully set forth in this Contract.
10. You must provide safety instructions and training for all workers. You must conduct weekly craft safety meetings (tool-box type) of reasonable length as an effective means of communicating safety issues to workers. Reports containing tool box discussion topics must be signed-off by all attendees and must be submitted to the Commissioner.

I. Services and Use of Site

1. **Work Area.** After receipt of the Notice to Proceed, you must propose a suitable working area subject to approval by the Commissioner. You must secure the space at your own expense.
2. **Temporary Services and Utilities.** If specified in the Contract, you are responsible for arranging for and providing all general services and temporary facilities as specified in

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the Contract and as required for the proper and expeditious prosecution of the Work. You must pay all costs for those general services and temporary facilities. You must provide temporary connections for water, electricity and heat including installation, maintenance and removal of those facilities. You must pay the cost of all water, telephone, and electricity during the construction period.

- a. Water. You must provide temporary water connections as required for drinking and construction purposes. The Commissioner reserves the right to regulate the use of water and may impose restriction on the use if you are using water carelessly. You must provide water and facilities for obtaining water for sanitary purposes, drinking, mixing concrete and for all other purposes at your expense. You are not permitted to obtain the water from the mains of the Chicago water system, except as may be provided in the Contract. Except with special permission from the Commissioner and the Department of Water, you must not make connections for water to the City's fire hydrants.
 - b. Light and Power. You must furnish the electricity and must furnish and install all wiring, electrical services, lighting units, insulated supports for wiring and all other electrical equipment together with all other incidental and collateral Work necessary for the furnishing of the temporary power and lighting facilities for the Work to be done under this Contract, all at no additional cost to the City. Electrical Work must be performed by a licensed electrician.
 - c. Temporary Heating During Construction. You must provide temporary closures or enclosures for all exterior door, window, roof or other types of exterior openings as required to provide protection from the elements during construction. It is your responsibility to keep water in pipes from freezing and to maintain temporary heat in areas where Work is being performed at not less than 50° Fahrenheit. Finish Work includes, but is not limited to masonry, plastering painting, millwork and other temperature sensitive Work. The Heating period is from approximately October 1 to May 30 unless conditions warrant otherwise. You must furnish, install, operate and maintain all required temporary heating equipment, and must provide and pay all fuel costs.
3. Temporary Construction Facilities. Unless otherwise specified, you must provide and maintain the following temporary construction facilities throughout the construction period and remove them at the completion of the Work:
- a. Field Offices. Unless otherwise specified in Book 3, you must provide a temporary building or mobile type field office of such size and containing such equipment as you deem necessary to conduct the operations. The field office must be provided with a telephone for your superintendent and a pay telephone for use by others during the entire period of construction. The telephone must be removed promptly upon Final Completion and Acceptance of the Work.

Unless otherwise specified in Book 3, you must supply a field office for the City's Superintendent consisting of a separate office facility. It must be of adequate size for efficient operations and be furnished with a desk, three chairs, 4-drawer file cabinet and a plan table. It must be equipped with electric lighting, heating, ventilating and cooling facilities. You must provide a separate telephone for City Superintendent's use.

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You must also provide and maintain in clean condition for Superintendent's use, including toilet facilities, having a water closet and laboratory fixture connected to sanitary sewer and water service. Temporary toilet facilities must be located in the City's Superintendent's trailer and comply with City and State regulations relating to health and sanitation. The toilet facility must be serviced twice weekly and kept stocked with toilet paper, soap, and paper towels.

- b. Toilets. You must provide at least one portable chemical toilet for every 20 workers or fraction of that number at the Work site as soon as construction operations commence. Toilet facilities must be serviced, at a minimum, twice weekly, which includes draining tank and refilling and disinfecting the interior of each toilet unit, and keeping each unit stocked with toilet paper. Toilet facilities must be maintained during the term of the construction period and removed upon completion of the Work.
- c. Stove heaters in temporary offices and sheds must be properly installed to protect combustible walls, floors and roof.
- d. Storage of Materials. If it is necessary to store materials, they must be protected in such a manner as to insure the preservation of their quality and fitness for the work. All stored materials will be inspected at the time of use in the Work even though they may have been inspected and approved before being placed in storage. You may store materials in the areas provided as working areas by the Contract. If no areas are provided, or if the areas provided are insufficient, you must provide the space required at your expense. Upon completion of the Work, you must clean and restore the storage sites and working areas to their original condition at your expense.

All materials and equipment must be received at the Work undamaged. The Commissioner has the right to reject any method of packing and shipping that, in the Commissioner's opinion, will not adequately protect the materials and equipment against damage while they are in transit or storage or that will damage existing structures.

- e. Storage Sheds. You and each Subcontractor must provide suitable watertight storage sheds for your, or their own, use as needed. You and each Subcontractor are responsible for and must pay for any electric services to your or their storage sheds. However, the electrical Work must be performed by a licensed electrical Subcontractor. You are responsible for materials stored in the open; they must be arranged in an orderly manner and properly protected against the elements and damage.
- 4. Working Space. You must provide working space for your own use and for each of your Subcontractors. It must provide sufficient space for benches, tools, material storage and for such other purposes as may be required to properly perform and expedite the Work. Allocation of such Work areas is subject to approval by the Commissioner. You must maintain all Work areas in a clean and orderly condition and take whatever precautions as may be necessary adjacent to the new Work. You must clean, repair or replace any damage to Work site due to improper protection at no additional cost to the City.
 - 5. Equipment and Falsework. You must determine the methods to be employed, the procedures to be followed, the equipment, plant, falsework, shoring, bracing, and other temporary structures and equipment to be used on the Work, subject to the requirements

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of the Contract. Only adequate and safe procedures, methods, structures, and equipment must be used. You must furnish and maintain and are solely responsible for all equipment such as temporary ladders, ramps, runways, hoists, scaffolding, and similar items required for proper execution of Work. All such apparatus, equipment and construction must meet the requirements of Federal, State and local laws concerning the safety and protection of employees. No hoist, scaffolding or other equipment must be erected at such location as will interfere with general construction or progress of other trades. Hoists, scaffolding or other equipment must be located at sufficient distance from exterior walls to prevent staining or marring of any permanent Work. All suspended scaffolding and staging must be lowered to ground level at the end of each work day.

6. **Project Signs.** You must erect and maintain signs identifying the Project and indicating City, and to the extent applicable, State and Federal participation. Work under this item includes constructing and erecting project signs of the size and material specified in the Contract drawings. These signs must be erected in locations approved by the Commissioner and must be maintained throughout the term of this Contract. You are responsible for the immediate removal of graffiti. If you are notified of graffiti, you must remove such within 24 hours. The signs must not be removed until you receive such notice from the Commissioner. No separate payment will be made for furnishing, erecting and maintaining the project signs; it is incidental to the Contract.

J. Reports and Plans

1. **Daily Progress Reports.** You and all Subcontractors must prepare and submit to the Commissioner daily progress reports on the various parts of the Work. The report must include the number of workers and the classification of the trades involved, equipment used and any pertinent information regarding possible delays in the Work.
2. **Procedures, Methods and Equipment.** You will determine the methods to be employed, the procedure to be followed, the equipment, plant, falsework, shoring, bracing and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract. Only adequate and safe procedures, methods, structures and equipment must be used. Any approval, constructive or otherwise, by the Commissioner of such methods, procedures and equipment in no way relieves you of any of your obligations under this Contract.

XVII. ENVIRONMENTAL REQUIREMENTS

A. Compliance with Environmental Laws

1. You must comply with all Environmental Laws including those listed in the Economic Disclosure Statement and Affidavit (EDS), which you must execute and have notarized, and any analogous future local, State or Federal ordinance or statute, rule and regulation promulgated under or under the foregoing, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order, or directive which regulates, relates to, imposes liability for or establishes standards of conduct concerning any Hazardous Materials that may be set forth by the Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any

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state or any political subdivision thereof exercising executive, legislative, judicial, regulatory or administrative functions.

2. If you are required under any Environmental Laws to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under, or about any premises you use to perform the Work required under this Contract, you must provide a copy of the report or notice to the City. In the event of a release or threatened release of Hazardous Materials or special waste into the environment, or in the event of any claim, demand, action or notice is made against you regarding your failure or alleged failure to comply with any Environmental Law, you must notify the City pursuant to Section XVIII.C, "Disposal of Waste Materials, Construction Debris, Soils and Waste," below.
3. If you fail to comply with any Environmental Law, the City may terminate this Contract in accordance with the default provisions of this Contract and may adversely affect your eligibility for future contract awards.

B. Environmental Permits

1. You must show evidence of, and keep current throughout the term of this Contract, all waste hauling, special waste hauling, disposal permits and insurance certificates required by Federal, State, City or other local governmental body or agency pursuant to any Environmental Law.
2. When requested by the Chief Procurement Officer, you must submit copies of all hauling permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Chief Procurement Officer throughout the duration of this Contract. Noncompliance with this requirement may be cause for rejection of the bid and/or termination of this Contract and declaring you non-responsible in future bids.
3. Environmental Records and Reports. You are required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including:
 - a. Vehicle maintenance records;
 - b. Safety and accident reports;
 - c. IEPA or OSHA manifests;
 - d. Disposal records, including disposal site used, date, truck number and disposal weight, bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material; and
 - e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

C. Disposal of Materials, Construction Debris, Soil and Waste

1. You are responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a Subcontractor does not relieve you from responsibility for proper disposal. Disposal of all materials, construction debris, soil, and

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other wastes must be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. You must identify the disposal site(s) or transfer station(s) to which you have contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained.

2. You must provide the Commissioner or his designated representative with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents. When requested by the Chief Procurement Officer, you must provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. If the transfer station and/or landfill you propose to use does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, you must replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the City. If you dispose of materials, construction debris, soil or other wastes at a site that is not properly permitted, you will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.
3. You must notify the Commissioner, within 24 hours, of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Environmental Claim") by any governmental body or regulatory agency against you by any third party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes. You must provide evidence to the Commissioner that any such Environmental Claim has been addressed to the satisfaction of its issuer or initiator.
4. You must notify the City of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil and other wastes under this Contract in which you are asked to participate.
5. You must verify, in writing, whenever requested by the Commissioner, that all materials, construction debris, and other waste you accept from the City have been disposed of in compliance with all Environmental Laws.
6. The form for identifying your debris disposal/handling site(s) and acknowledging terms and conditions relating thereto which you have executed and attached to this Contract is incorporated by reference (the "Form"). In addition to the representations and requirements contained in the Form, you acknowledge that unless otherwise authorized in writing by the Commissioner of Environment, you must not continue to use a disposal/handling site identified in the Form that (i) has been cited as being in violation of any environmental law or regulation or of any City ordinance; or (ii) does not have a necessary permit. If only one site was identified in the Form, you must arrange for a substitute disposal/handling site that meets the requirements specified in the Form and provide a revised Form to the Commissioner of Environment. You further acknowledge that any such substitution is at no additional cost to the City, regardless of the reason necessitating such substitution.

D. Equipment and Environmental Control During Transport

You must haul materials, construction debris, soil and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil and other wastes must be designed to prevent spillage

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during the hauling operation. Your equipment must fully comply with all City, State and Federal Regulations, laws and ordinances pertaining to size, load weight, safety and any Environmental Law.

E. Environmental Control

In performing the Work, you must become thoroughly familiar with all Federal, State, and local statutes, ordinances, and directives with respect to the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations. Attention must be given to reduce the noise of heavy construction equipment and to the control of dust, smoke, and fumes from construction equipment and other operations on the Work site, and the dirt and noise created by heavy truck operations over City streets in accordance with ordinances of the City and orders of the Commissioner. The discharge of Hazardous Materials into waterways and City sewers is not permitted.

F. Open Dumping Prohibited

The removal of all recyclable material and garbage, refuse or other waste material, including broken concrete, bricks, rock, paving asphalt and incidental debris generated from all construction or demolition activities performed under this Contract, must be transported to a facility that is zoned and permitted to accept the material under Chapter 11-4 of the Municipal Code and all applicable local, State, and Federal regulations.

You must retain bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material and make them available to the City upon request

G. Environmental Protection

You must comply with, and must cause your Subcontractors to comply with, all Federal environmental and resource conservation laws and regulations, whether existing or promulgated later, as they apply to this Contract. You must include these provisions in all subcontracts. Some, but not all, of the major Federal laws that may affect this Contract include the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 *et seq.*; the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 *et seq.*. You and your Subcontractors must also comply with U.S. DOT statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 *et seq.*; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

1. Air Quality. You must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* Specifically, you must comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects

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Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act,” 40 CFR Part 51, Subpart T; and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 CFR Part 93; and National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR § 61.145. You further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.

2. Clean Water. You must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.* You further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.
3. List of Violating Facilities. You acknowledge that any facility to be used in the performance of the Contract or to benefit from the Contract must not be listed on the U.S. EPA List of Violating Facilities (“List”), and you must promptly notify the City if you receive any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
4. Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the Work, you must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

H. Clean Diesel Fleet Emissions Reduction (MCC 2-92-595)(where applicable)

1. If this Contract is for construction, demolition, restoration, repair, renovation, environmental remediation, or environmental abatement of any building, structure, tunnel, excavation, roadway, bridge, transit station, or parcel of land and the estimated value of this Contract is \$2,000,000 or more:
2. The Contractor must comply with the Clean Diesel Contracting Ordinance, MCC Section 2-92-595.
3. The Contractor and any Subcontractor(s) must utilize Ultra Low Sulfur Diesel Fuel (ULSD) for any heavy-duty diesel-powered vehicle, non-road vehicle or non-road equipment used in the performance of the Contract.
4. The Contractor and any Subcontractor(s) must minimize idling of motor vehicles and non-road vehicles used in the performance of the Contract during periods of inactivity, and must comply with the anti-idling requirements imposed by any applicable federal, state, or local law.

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5. The Contractor and any Subcontractor(s) may not use any of the following vehicles and equipment in the performance of the contract:
 - a. any heavy-duty diesel vehicle not meeting or exceeding the US EPA's emission standards for heavy-duty diesel vehicles for the 1998 engine model year, unless such vehicle is fitted with a verified diesel emission control retrofit device; or
 - b. any non-road vehicle or non-road equipment not meeting or exceeding the US EPA's Tier 1 Non-Road Diesel Standards, unless such vehicle or equipment is fitted with a verified diesel emission retrofit device.
6. Any heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of this Contract must incorporate such engine or retrofit technology so that the Contractor, through such engine or retrofit technology used directly by the Contractor and all subcontractors, shall have a minimum of 3.0 clean fleet score per a reporting period, as calculated by using the methodology described in MCC subsection 2-92-595(c)(5). Contractor may exclude from the calculation of the clean fleet score up to fifty percent of all of the heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of the contract during a reporting period that are owned or leased by any firm that the CPO has granted a clean fleet score annual waiver certificate pursuant to MCC subsection 2-92-595 (f). However, pursuant to MCC subsection 2-92-595(b)(6), if this contract is advertised after January 1, 2020, the minimum clean fleet score is increased to 4.0, and Contractor may exclude from the calculation up to only twenty five percent of vehicles owned or leased by a firm that has received a clean fleet score waiver certificate instead of fifty percent.
7. The City may conduct an audit of the Contractor or inspect any vehicle or equipment used in the performance of the Contract to ensure compliance with the requirements specified above. In the event that Contractor or any Subcontractor fails to utilize ULSD or fails to minimize idling or comply with anti-idling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each day of noncompliance will be a separate violation; provided, however, the damages will not exceed \$50,000 for any one vehicle or piece of equipment, as specified in MCC Section 2-92-595(e). Such liquidated damages are imposed not as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the project and inspection and other enforcement costs, as well as the resultant damages to the public health of its citizens, which damages by their nature are not capable of precise proof. The City is authorized to withhold and deduct from monies otherwise payable to the contractor the amount of liquidated damages due to the City.
8. Contractor understands that pursuant to MCC subsection 2-92-595(e)(6), any person knowingly making a false statement of material fact to any City department with respect to compliance with the contract provisions specified in MCC subsection 2-92-595(e) may be fined not less than \$1,000 or more than \$5,000 for each statement.

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XVIII. INSURANCE, INDEMNITY AND BONDS

A. Indemnity

1. You must protect, defend, indemnify, and hold the City, its officers, officials, representatives, and employees (collectively the "Indemnitees"), harmless from and against any and all claims, damages, demands, injury or death, in consequence of granting this Contract or arising out of or being in any way connected with your performance under this Contract except for matters shown by final judgment to have been caused by or attributable to the negligence of Indemnitees. This indemnification obligation is effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs, including attorney fees, costs, liens, judgments, settlements, penalties, professional fees, and other expenses incurred by the City, including fines and penalties imposed by public bodies, and the reasonable settlement of such claims. This indemnification obligation is not limited by any amount of insurance required under this Contract. Further, the indemnification obligation contained in this section will survive the expiration or termination of this Contract.
2. You will be solely responsible for the defense of any and all claims, demands, or suits against Indemnitees, including claims by your employees, subcontractors, agents, or servants even though the claimant may allege that the Indemnitees were in charge of the Work or alleged negligence on the part of Indemnitees. The City will have the right, at its sole option, to participate in the defense of any such suit, without relieving you of your obligations under this section.
3. "Injury" or "damage" as these words are used in this section will be construed to include injury or damage consequent upon the failure of or use or misuse by you, your Subcontractors, agents, servants, or employees, of any scaffolding, hoist cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not they are owned, furnished, or loaned by the Indemnitees.
4. You will promptly provide, or cause to be provided, to the Commissioner and City Corporation Counsel copies of all notices that you may receive of any claims, actions, or suits that may be given or filed in connection with your performance or the performance of any Subcontractor and for which the Indemnitees are entitled to indemnification under this Contract and to give the Indemnitees authority, information and assistance for the defense of any claim or action.

B. Contribution

To the extent permissible by law, you waive any limits on your liability that you would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act, the Illinois Pension Code or any other statute.

C. Admiralty

In addition, you waive the right to receive the benefits of or to invoke the protection afforded by all maritime statutory limitations of liability, including the Limitation of Vessel Owner's

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Liability Act, 48 U.S.C. § 183 *et seq.*, that could act to diminish your liability for any harm or damage arising from your performance of your obligations under the Contract in any manner or for all claims or other costs arising from or occasioned by your operations on any waterways, including Lake Michigan and the Chicago River. This provision is not intended to avoid or waive Federal jurisdiction under the applicable admiralty laws. This waiver extends only to the Indemnitees, and not to third parties seeking recovery for claims solely against you.

1. Without limiting your waiver, you specifically consent to pay all sums in respect of any claims against the Indemnitees and other costs suffered by the Indemnitees arising from or occasioned by your operations in or on waterways, including the following:
 - a. Loss or damage to any other ship, vessel or boat caused proximately or otherwise by your vessel, or loss of the cargo or the other ship, vessel or boat;
 - b. Loss of life or personal injury, or for any cost of life salvage;
 - c. Loss or damage to any harbor, dock, building, graving or otherwise, slipway, pontoon, pier, quay, tunnel, jetty, stage, buoy, cables of any kind, or other fixed or movable object or property whatsoever;
 - d. The cost of the removal, raising or destruction of the wreck of any vessel you employ in performing your obligations under the Contract;
 - e. If a vessel is disabled or otherwise, the cost of towage or other salvage of any vessel you employ in performing your obligations under the Contract;
 - f. Loss or damage to the bottom, banks, or shoreline of the waterway.

D. Performance and Payment Bonds

You must, before award of the Contract, deliver to the Chief Procurement Officer a performance and payment bond in the amount set forth in Book 2. Any performance bond that you provide must comply with the provisions of 30 ILCS 550/1 *et seq.*, as amended, and of § 2-92-030 of the Municipal Code, as amended. It must also be in the form of the performance and payment bond form included in Book 2. The surety or sureties issuing the bond must be acceptable to the Comptroller and must have a Best's Key Rating Guide of "B+," Class XI or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the Contract.

In case of your neglect, failure, or refusal to provide satisfactory sureties when so directed within 10 days after such notification, pursuant to § 2-92-040 of the Municipal Code the Chief Procurement Officer may declare this Contract forfeit, but such forfeiture will not release you or your surety or sureties from any liability that may have accrued before the date of the forfeiture.

If at any time the surety or sureties, or any one of them, upon the bond become insolvent, or are, in the sole opinion of the Chief Procurement Officer, unsatisfactory, or unable to respond to damages in case of liability on such bond, the Chief Procurement Officer will notify you and direct that you furnish a bond issued by a satisfactory surety or sureties forthwith.

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E. Insurance

You must procure and maintain at all times, at your own expense, through the completion of the warranty period, the types of insurance specified in Book 2 of the Contract, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Contract, whether performed by you or by Subcontractors. Upon written request by the Commissioner, you must allow the Commissioner to review and copy any original insurance policies you are obligated to maintain under this policy.

You waive any and every claim or right of recovery from the City for all injuries and losses arising under this Contract or in any way related to the Work, including any claim for loss of or damage to the Work or to the contents of it, which injury, loss or damage is covered or is required to be covered by valid and collectible insurance policies, to the extent that such injury, loss or damage is recoverable under the insurance policies. As this waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), you must give each insurance company that has issued, or in the future may issue, your policies of insurance, written notice of the terms of this waiver, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of the waiver. You must require each Subcontractor to include similar waivers of subrogation in favor of the City.

The City reserves the right to change, modify or delete insurance requirements set forth in the Contract, including the right to request that you provide additional types of insurance.

XIX. CLAIMS AND DISPUTES

A. General

Compliance with the provisions in this Article XIX is a precondition to seeking judicial review of an adverse decision of the Chief Procurement Officer. **You must not withhold performance of and must prosecute any Work required by the Commissioner while your claim, including judicial resolution, if any, is pending. You must prosecute all of your Work including any disputed Work with the same diligence and effort as if no dispute existed.** Neither the Chief Procurement Officer's determination (see Section XIX.C.3 below), nor the continued performance by either party, constitutes an admission as to any factual and/or legal position in connection with the dispute or a waiver of any rights under the Contract.

B. Claims

1. This provision applies to all claims under this Contract, including those for time, money, or both.
2. Procedures. Within 14 days after a basis for claim arises, you must submit your claim in writing to the City's resident engineer or its project manager ("Commissioner's Representative"). This written claim to the Commissioner's Representative will constitute "notice" to the City for purposes of determining initial timeliness of the claim; oral notice is insufficient. If you and the Commissioner's Representative are unable promptly (depending upon the complexity of the matter) to resolve the claim, you must forward your claim in writing to the Commissioner together with the documents listed in (a) through (d) below (collectively, "your documents"). You must include:

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- a. A general statement of the basis for the claim,
- b. Reference to the applicable Contract provisions,
- c. All records that support the claim, and
- d. All documents that relate to it, such as correspondence, and that are reasonably necessary for the Commissioner's understanding to resolve the claim.

It is your responsibility to furnish your documents to the Commissioner at the time you forward the claim to him, as, with or without the supporting documentation, the Commissioner has 30 days to respond in writing to you after he has received the claim. Incomplete information may result in an adverse response. The response may be in the form of a contract modification.

If within the 30 days the Commissioner neither responds nor forwards the claim to the Chief Procurement Officer in lieu of responding, the claim will be considered denied, unless you and the Commissioner have agreed to extend the time for him to complete his response. The Commissioner may, at his sole option, forgo the opportunity to respond directly to your claim by referring it with all your documentation and a Request for Resolution of Dispute to the Chief Procurement Officer and supplying such additional documentation as the Chief Procurement Officer may require of him.

C. Disputes

1. Invoking Dispute Resolution Procedures. If you dispute the Commissioner's resolution or denial of your claim, or if your claim is deemed denied, you have 10 days to forward your claim and your documentation to the Chief Procurement Officer indicating to him that you are requesting resolution of a dispute and showing that you have complied with the preceding claims procedures. Your 10-day period to invoke dispute resolution by the Chief Procurement Officer is counted from the date the Commissioner's written resolution was sent to you, or, if he has not responded or forwarded the claim, from the date on which the time for the Commissioner's response lapsed.
2. Waiver. If you fail to file a Request for Resolution of Dispute with the Chief Procurement Officer within the 10-day period you will have waived your claim, the right to make the claim later, and the right to dispute its resolution or denial.
3. Dispute Procedures. Once the dispute resolution procedures are invoked, the Chief Procurement Officer will proceed to a final and binding decision under such rules and regulations as he from time to time promulgates. A copy of those rules and/or regulations is available through the Department of Procurement Services. The Chief Procurement Officer's decision will be implemented through a Contract Modification, if required, that will be made a part of the Contract with your signature or without it should you refuse to sign the Contract Modification. If either you or the Commissioner disagree(s) with the decision of the Chief Procurement Officer, the exclusive remedy is judicial review by a common law *writ of certiorari*. Unless such review is sought within 35 days of receipt of the Chief Procurement Officer's decision, all rights to seek judicial review are waived.

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XX. EVENTS OF DEFAULT AND TERMINATION

A. Chief Procurement Officer's Right

1. The Chief Procurement Officer may, at their sole discretion, exercise the right to send you notice under Sections XX.C.1 or XXC.2. Whether to declare you in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under Article XIX, "Claims and Disputes."
2. If the Chief Procurement Officer terminates this Contract under the provisions of Section XX.C.1 or XX.C.2, the Commissioner may use the material and equipment, whether owned or leased, that is within the scope of the Work or necessary for completion of the Work paid for by the City (whether located on or off the Work site), to complete the Work and you will receive no further payment until the Work is completed. If, however, the cost of completion exceeds the unpaid balance of the Contract, you must pay the difference to the City immediately upon demand.

B. Events of Default

Your failure to perform any of your obligations under the Contract, including one or more of the following, is an event of default:

1. Failure to begin the Work at the time specified;
2. Failure to perform the Work with sufficient workers and equipment or with sufficient materials to insure the completion of Work or any part of the Work within the time specified by the Contract;
3. Failure to perform the Work in accordance with the Contract;
4. Failure to promptly remove materials, repair, or replace Work that was or were rejected as defective or unsuitable;
5. Unauthorized discontinuation of the Work;
6. Insolvency, bankruptcy or assignment for the benefit of creditors that impairs your ability to pay Subcontractors or perform the Work;
7. Failure to pay Subcontractors or material suppliers;
8. Failure to carry on the Work in a manner acceptable to the Commissioner;
9. Failure to observe Federal, State, or local laws or regulations governing safety and security requirements, including all environmental requirements;
10. Failure to comply with any other term of this Contract that states an event of default or failure to comply with any term of this Contract in any material respect; and
11. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the Chief Procurement Officer.

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12. Failure to notify City of change in information submitted in Contractor's original Economic Disclosure Statement ("EDS") and to submit a new EDS;
13. Default under any other City contract;
14. Violation of any City ordinance, even if unrelated to contract performance.

C. Remedies

If an event of default occurs, the Chief Procurement Officer, at his sole discretion, may send you notice of his intent to exercise remedies pursuant to the following:

1. Opportunity to Cure: The Chief Procurement Officer may provide you the opportunity to cure the default. If he does so, you must cure the default within 10 days after notice from the Chief Procurement Officer is given. If the Chief Procurement Officer receives written notification from the Commissioner that you have not cured the default within the 10-day cure period, the Chief Procurement Officer may at any time after that terminate the Contract, in which event the termination of the Contract is final and effective.
2. Termination: The Chief Procurement Officer may terminate the Contract. Written notification of the default and termination of the Contract will be provided to you and the bond company by the Chief Procurement Officer. The Chief Procurement Officer's decision and declaration of termination is final and effective.
3. In addition to the foregoing, upon an event of default as defined in Section XXI.B, "Events of Default," the City may invoke any or all of the following remedies:
 - a. The right of set-off against any payments due or to become due to you;
 - b. The right to take over and complete the Work, or any part of it, either directly or through others. The City may use your Subcontractors, materials and equipment to complete the Work. If the City notifies you that it is invoking this remedy, all rights you may have in or under your subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts, at the City's discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, you must execute, or cause to be executed, any assignment, agreement, or other document that may be necessary, in the sole opinion of the Corporation Counsel, to evidence or effect compliance with this provision. You must promptly deliver such documents upon the City's request. In the case of any subcontract so assigned and accepted by the City, you remain liable to the Subcontractors for any payment already invoiced to and paid by the City, and for any claim, suit, or cause of action based on or resulting from any error, omission, negligence, fraud, willful or intentionally tortious conduct, or any other act or omission, or breach of Contract, by you, your officers, employees, agents, and other Subcontractors, arising before the date of assignment to the City, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. You must notify your Subcontractors of these requirements;
 - c. In the event of termination, all costs and changes incurred by the City, together with the cost of completing the Work, are deducted from any moneys due or that may

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become due to you. When the expense incurred by the City exceeds the sum that would have been payable under the Contract, you and the surety are liable and must pay to the City the amount of the excess;

- d. The right to terminate the Contract as to any or all of the Work yet to be performed;
- e. The right of specific performance, an injunction, or any other appropriate equitable remedy, as may be applicable;
- f. The right to money damages, including all expert witness or other consultant fees, court costs, and attorneys' fees that the City may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default under this Contract;
- g. The right to withhold all or any part of your compensation;
- h. The right to terminate any or all of any other contracts that you may have with the City; and
- i. The right to deem you non-responsible in future contracts to be awarded by the City.

D. Nonexclusivity of Remedies

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or hereafter, at law, or in equity. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor constitutes a waiver of any event of default or acquiescence in it, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

E. Adjudication of Termination

If the Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination will thereupon be deemed under Section XX.F, "Early Termination," and the provisions of Section XX.F, "Early Termination," apply.

F. Early Termination

1. The City, through the Chief Procurement Officer, may terminate your Work by written notice stating the effective date of the termination. Immediately upon receipt of the notice, you must provide similar written notice to the affected Subcontractor(s), whereupon you and Subcontractor(s) must, except for services necessary for the orderly termination of the Work.
 - a. Stop all Work and place no further order or subcontracts for materials, services, equipment or supplies;
 - b. Assign to the City, in the manner and to the extent directed, all of your rights under Work orders, purchase orders and subcontracts relating to the portion of the Work that has been completed;

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- c. Terminate Work orders, purchase orders and subcontracts outstanding to the extent that they relate to the Work and are not assigned to the City;
 - d. Take any action necessary to protect property in your possession in which the City has or may acquire an interest; and
 - e. Take any other action toward termination of the Work that the City may direct.
2. If all or a portion of your Work is terminated under this Section, "Early Termination," you are entitled to payment of those costs relating to the completed portion of the Work. No payment will be made for Work not actually performed. Deductions will be made by the City for any amounts previously paid to you and for any amounts that may be due the City, or that the City may offset or withhold by the terms of this Contract. Thus, the City will pay you, subject to the limitations set forth in this Contract, the sum of the following costs:
- a. That portion of the Contract Price related to the Work you completed immediately before notice of termination less the payments for progress or changes previously made; and
 - b. Expenses incurred for which you are liable as the result of your termination of respective Work orders, purchase orders or subcontracts related to the notice of termination. The total amount of all payments to you must not, in any event, exceed the proportion that the Work actually performed (including materials delivered to the Project site minus credits for returned goods or canceled orders) at the date of termination bears to the entire Work to be performed under this Contract. Any payment to you under this subsection will be made in accordance with the provisions of Article XIII, "Payments."
3. After receipt of a notice of termination under this Section XX.F, "Early Terminations," you must submit to the Commissioner your final invoice in the form required, with supporting documentation. The Commissioner may require certified payrolls, receipts and other proof of expenditures. The final invoice must be submitted promptly, but in no event more than 60 days after the effective date of termination. Failure to submit the final invoice within 60 days after the effective date of termination constitutes a waiver of the final invoice.

G. Non-Appropriation

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

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XXI. COMPLIANCE WITH ALL LAWS

A. Contractor Must Comply with All Laws

Contractor must observe and comply with all Applicable Laws, in effect now or later and whether or not they appear in the Agreement, including those specifically referenced herein or in any of the Contract Documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all subcontractors to do so. Contractor is fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

By entering into this Contract with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

B. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Federal Nondiscrimination Requirements

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time (Acts and Regulations), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal

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agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

A. Withholding payments to the contractor under the contract until the contractor complies; and/or

B. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions

The contractor will include the provisions of above paragraphs 1, "Compliance With Federal Nondiscrimination Requirements" through 6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. Other Non-Discrimination Requirements

a. Illinois Human Rights Act

1. Generally

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A, and as further described below.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

2. State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.)

Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability." 44 Ill. Admin. Code 750.120.

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When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

3. State of Illinois Equal Employment Opportunity Clause

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

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D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.

F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.

G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

b. Chicago Human Rights Ordinance MCC Ch. 6-10 (formerly Ch. 2-160)

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 6-10, Sect. 6-10-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

c. City of Chicago Equal Employment Opportunity Goals MCC 2-92-390

The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of \$100,000 or more.

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The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

- A) 25% by minority journeyworkers and apprentices;
- B) 7% by women journey workers and apprentices;
- C) 40% by minority laborers; and
- D) 10% by women laborers.

The Contractor is encouraged to meet or exceed these goals. Contractor shall also comply with the State of Illinois equal employment opportunity requirements, as set forth above.

d. Business Enterprises Owned by People With Disabilities (BEPD)

Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

C. Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code, it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of Section 2-156-030 of the Municipal Code by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in Chapter 2-156 of the Municipal Code.

D. Chicago Inspector General

As required by §2-56 of the Municipal Cde, it is the duty of every Contractor, all subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, Contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor must

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abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform subcontractors of this provision and require understanding and compliance with them.

E. Governmental Ethics Ordinance

As required by § 2-156-120 of the Municipal Code, no payment, gratuity or offer of employment shall be made in connection with any city contract, by or on behalf of a subcontractor to the prime contractor or higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

F. False Statements

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

G. Americans with Disabilities Act

Contractor must perform all construction or alteration that Contractor undertakes in connection with this Contract in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including: Americans with Disabilities Act, P.L. 101-336 (1990) and the Uniform Federal Accessibility Standards ("UFAS") or the American with Disabilities Act ("ADA") and; the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1991), and the regulations promulgated with them. If the above cited standards are inconsistent, Contractor must comply with the standard providing greater accessibility.

H. Prohibition on Certain Contributions – Mayoral Executive Order 2011-4

During the Term of this Agreement, or during any period when an extension of this Agreement is being sought or negotiated, neither the Contractor nor any party with a beneficial interest or ownership interest in the Contractor of more than 7.5%, nor any subcontractor of the Contractor or any owner of a subcontractor with more than 7.5% interest in the subcontractor, nor any person with a familial or domestic relationship, including domestic partners, with any of the above may make themselves, may coerce or compel any employee to make or reimburse any employee for any amount, or otherwise participate in the solicitation of amounts contributed to the Mayor or to the Mayor's political fundraising committee.

Contractor's violation of Mayoral Executive Order No. 2011-4 constitutes an Event of Default for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity.

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I. Licensing of General Contractors

Important: The failure to comply with the provisions of Chapter 4-36 of the Municipal Code ("Chapter 4-36") may result in ineligibility to bid, inability to perform (or continue) to work, imposition of substantial fines, and/or in the City's revoking the Bidder's "general contractor" license. Information about Chapter 4-36 and application forms are available on the City's website, www.cityofchicago.org. A copy of the entire ordinance is provided in Book 2 of this contract.

As stated elsewhere in the specification, the City reserves the right to reject any or all bids.

Bidder must be in compliance with the requirements of Chapter 4-36, in the appropriate license class commensurate with the size of this project, if the license is required for the scope of work, **at the time Bidder submits its bid** and, if it is awarded a contract, throughout the term of the contract.

Contractor's failure to be licensed as a "general contractor" at all times throughout the term of the contract, if the license is required for the scope of work, is an **event of default** under the Agreement and the City may exercise any and all rights and remedies permitted under the contract, at law, or in equity.

J. Buy America

Contractor must ensure that, to the extent applicable to the Work under this Contract, Work provided under this Contract complies with any Buy America provisions of the federal government and/or any similar provisions of the State or City.

K. Steel Products

Unless otherwise provided in the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, steel products used or supplied in the performance of this contract or any subcontract to this contract must be manufactured or produced in the United States. Knowing violation of this law may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and will subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.

L. Wastes

As required by § 11-4-1600 of the Municipal Code, violation of:

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

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By the Contractor or any subcontractor during the Term of the Agreement whether or not in the performance of the Agreement, constituted an event of default.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Contractor's eligibility for future contract awards. The opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

M. Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

N. Equal Pay

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq., as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320

O. 2014 Hiring Plan Prohibitions

1. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
2. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
3. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any

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political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

4. In the event of any communication to Contractor by a City employee or City official in violation of paragraph 2 above, or advocating a violation of paragraph 3 above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

P. Contractor's liability – Safety barriers and lights

Whenever any work or improvement shall require the digging up, use, or occupancy of any public way or other public place in the city, substantial covenants requiring such Contractor to put up and maintain such barriers and lights during the night time as will effectually prevent the happening of any accident for which the City might be liable in consequence of such digging up, use, or occupancy of any public way or other public place, shall be inserted in the contract and also such other covenants and conditions as experience may prove necessary to save the City harmless from damages. The chief procurement officer shall also provide in such contract that the party contracting with the City shall be liable for all damages occasioned by the digging up, use, or occupancy of such public way or other public place, or which may result therefrom.

Q. Electronic Mail Communication

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

R. EDS Update Obligation

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

S. Disclosure of Ownership Interest in Entities (Electronic Disclosure Statement)

The Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago regarding disclosure of ownership interest in entities

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T. Wheel Tax (City Sticker)

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

U. Safety Enhancing Vehicle Equipment Contracting (MCC 2-92-597)

1. Definitions

For purposes of this section, the following definitions shall apply:

"Commissioner of AIS" means the City's Commissioner of Assets, Information and Services.

"Conventional cab" means a large vehicle configuration in which the driver is behind the front axle and the engine is in front of the axle under a discrete hood.

"Convex mirrors" means wide-angle mirrors that enable the operator of a large vehicle to see along the left and right sides of the vehicle by allowing a view of all points on an imaginary horizontal line which is: (i) three feet above the road; and (ii) one foot outside the plane defined by the outer face of the wheels.

"Crossover mirror" means a fender-mounted or hood-mounted mirror that enables the operator of a large vehicle with a conventional cab to see: (i) any person or object at least three feet tall passing one foot in front of the vehicle; and (ii) the area from the front bumper to where direct vision is possible.

"Large vehicle" means any motor vehicle with a gross vehicle weight rating exceeding 10,000 pounds, except an ambulance, fire apparatus, low-speed vehicle with maximum speed under 15 mph, or agricultural tractor.

"Lateral protective device" or "vehicle side guard" means an apparatus installed between the front and rear wheels of a large vehicle that is designed to prevent road users from falling underneath the vehicle.

"Subcontractor" means any person that enters into any tier subcontract to perform work on this Contract.

"Volpe side guard standard" means the United States Department of Transportation's Volpe side guard standard published and referred to as US DOT Standard DOT-VNTSC-OSTR-16-05, as amended; or a functionally equivalent national vehicle side guard standard, as determined by the Commissioner of AIS.

2. Safety Enhancing Requirements

Contractor and any Subcontractor must comply with MCC 2-92-597. Contractor and any Subcontractor must retrofit large vehicles used in the performance of the contract, in accordance with the Phase-In Period provided below, with:

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- (A) Lateral protective devices. This requirement shall be considered satisfied if: (i) the vehicle is equipped with vehicle side guards in accordance with the requirements of the Volpe side guard standard; or (ii) the vehicle is so designed or equipped at the side that, by virtue of its shape and characteristics, its component parts can be regarded as replacing or functioning as vehicle side guards in accordance with the Volpe side guard standard; or (iii) the vehicle cannot be retrofitted with lateral protective devices as attested by the contractor or the subcontractor in a statement accompanied by certification from two manufacturers of such devices.
- (B) Left and right side convex mirrors; and
- (C) At least one crossover mirror on the passenger side.

3. Phase-In Period

Except when a Contractor or a Subcontractor is granted a waiver pursuant to MCC 2-92-597(g), the Safety Enhancing Requirements set forth above shall apply to:

- (A) one-fourth of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2018 but before July 1, 2019;
- (B) one-half of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2019 but before July 1, 2020;
- (C) three-fourths of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2020 but before July 1, 2021;
- (D) all of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2021.

4. Compliance

Contractor shall submit a written compliance plan to the Commissioner of AIS with respect to compliance with MCC 2-92-597 within 14 days following the notice to proceed or the placing of the first order under the contract, as applicable.

Every twelve-month period following the notice to proceed or the placing of the first order under the contract, as applicable, or when requested by the Commissioner of AIS, the contractor must submit to the Commissioner of AIS, in a form and manner provided by the CPO, a report that includes the following:

- (A) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor;
- (B) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor that are retrofitted with safety enhancing equipment as required as specified above and MCC 2-92-597(b);

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- (C) one or more photographs of each large vehicle used in the performance of the Contract by the Contractor and any Subcontractor that is retrofitted with required safety enhancing equipment as specified above and set forth in MCC 2-92-597(b). The photographs must show the large vehicle's license plate number with the safety enhancing equipment fitted on the vehicle; and
- (D) a certification that the Contractor and any Subcontractor in the contract have met the requirements MCC 2-92-597 and the terms of the contract specified pursuant to that section.

5. Time Extension and Annual Waiver Requests

Upon a written request, accompanied by a compliance plan, of a Contractor or Subcontractor of a Contract entered on or before December 31, 2018, the CPO, in consultation with the Department, may grant a time extension of not more than six months for compliance with the requirements of MCC 2-92-597 with regard to the Contract.

Contractor and any Subcontractors may apply to the CPO for an annual waiver from the requirements of MCC 2-92-597. See MCC 2-92-597(g).

6. Costs

All costs that the contractor or any subcontractor may incur to comply with contract requirements imposed pursuant to this section are incidental to the overall contract. No additional time or monies shall be granted to the contractor for compliance with these requirements.

7. Enforcement

The CPO or Commissioner is authorized to inspect or to have inspected any large vehicle used in the performance of this Contract in order to ensure compliance with Safety Enhancing Equipment requirements and MCC 2-92-597.

In addition to other remedies provided by law or specified in the Contract, any person who knowingly makes a false statement of material fact to any city agency with respect to compliance with any contract requirements specified pursuant to MCC 2-92-597 or rules promulgated thereunder shall be fined not less than \$1,000.00 nor more than \$5,000.00 for each such false statement. For purposes of MCC 2-92-597, a person knowingly makes a false statement of material fact when such person makes a false statement of material fact as provided in subsection (d) of Section 1-21-010.

V. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

For purposes of this section, "Sexual Harassment" is as defined in MCC 6-10-020. For the avoidance of doubt, Contractor will be considered an "Employer" as defined in MCC 6-10-020.

In accordance with MCC 2-92-612, Contractor must attest by affidavit that Contractor has a written policy, compliant with the requirements of MCC 6-10-040, prohibiting

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Sexual Harassment. The affidavit must be in a form acceptable to the Chief Procurement Officer. Contractor's affidavit is attached as the Exhibit titled "Sexual Harassment Policy Affidavit."

Contractor's failure to have a written policy prohibiting Sexual Harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of the MCC, or from availing itself of any other remedies under contract or law.

W. Deemed Inclusion

Provisions required by Applicable Law to be inserted in the Agreement are deemed inserted in the Agreement whether or not they appear in the Agreement or, upon application by either party, the Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Agreement is signed prevent its enforcement.

X. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

For purposes of this section, the following definitions shall apply:

"Contract" means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

- (1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition

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of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment

- (2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

Y. Business Diversity Program Reporting

1. Policy

Pursuant to Mayoral Executive Order 2021-2, contractors must submit annual reports regarding the contractors' efforts regarding utilization of MBE and WBE firms, and other historically underutilized firms.

2. Definitions

"Business Diversity Program" means a program or initiative of a business enterprise which encourages or facilitates the use of minority-owned, women-owned, and other historically underutilized businesses as contractors, consultants, suppliers, or service providers for that business.

"Certified Firms" means firms possessing certifications recognized by the City of Chicago pursuant to MCC Chapter 2-92 or 49 CFR Parts 23 or 26. Specifically, MBEs, WBEs, BEPDs, VBEs, and DBEs.

3. Business Diversity Program Reports

Contractor must submit an annual report on July 1 of each year (or other date designated by the CPO) containing information about the Contractor's Business Diversity Program, if information is available. However, for Contracts awarded June 1 through July 1, the due date for the first annual report will be August 1, all subsequent reports will be due July 1. Information to be provided will include:

- A. Whether Contractor has a Business Diversity Program.
- B. Description of the Contractor's Business Diversity Program, if any.

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C. Information on expenditure of goods and services from minority-owned firms and women-owned firms during the prior calendar year, expressed in dollars and percentages, to the extent information is available. For reports due in 2021, information on expenditures in both 2019 and 2020 should be provided if available.

D. For each year after the first year, information on progress or changes in the program in the prior year, if such information exists.

Reports shall be submitted to a City office or location anticipated to be identified by June 15.

4. Applicability

Contractor must submit the reports required by this Section unless:

1. Contractor is a Certified Firm; or
2. The Contract is for professional consulting services of an individual who is either the majority owner of the Contractor or is him- or herself the contracting party as a sole proprietor; or
3. All active City contracts awarded to Contractor have an award value less than \$100,000 and the aggregate award value of all contracts awarded to Contractor between May 31 of the prior year and May 31 of the current year is less than \$100,000; or
4. The CPO has otherwise notified the Contractor in writing that the requirement does not apply or that an exception will be made as outlined in Mayoral Executive Order 2021-2.

However, Contractors not required to report may report voluntarily.

XXII. MISCELLANEOUS

A. Counterparts

This Contract is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

B. Modifications

No changes, modifications, cancellation, or discharge of this Contract, or any part of it, is valid unless in writing and signed by the parties to it, or their respective successors and assigns.

C. No Waiver of Legal Rights

1. The City will not be precluded or estopped from showing the true amount and character of the Work performed and materials furnished by you, or from showing that any measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The City will not be precluded or

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estopped from recovering from you and your sureties such damages as the City may sustain by reason of your failure to comply with the terms of the Contract.

2. Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City, will operate as a waiver by the City of any portion of the Contract, or of any power reserved in it or any right of the City to damages provided in it. A waiver of any breach of the Contract does not constitute a waiver of any other or subsequent breach.
3. Miscellaneous Provisions: Whenever under this Contract, the City by a proper authority waives your performance in any respect or waives a requirement or condition to either the City's or your performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver may be construed as a modification of this Contract regardless of the number of times the City may have waived the performance, requirement, or condition.

D. Governing Law

This Contract is governed in accordance with the laws of the State of Illinois without regard to choice of law principles. You irrevocably submit, and will cause your Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. You consent to service of process on you, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by you, or by personal delivery on any of your officers, directors, or managing or general agents.

E. Consent to Service of Process and Jurisdiction

All judicial proceedings brought against you with respect to this Contract may be brought in (i) any court of the State of Illinois of competent jurisdiction; and (ii) any Federal court of competent jurisdiction located within the boundaries of the Federal court district of the Northern District of Illinois, and by execution and delivery of this Contract, you accept, for yourself and in connection with your properties, generally and unconditionally, the exclusive jurisdiction of those courts, and irrevocably agree to be bound by any final judgment rendered by them from which no appeal has been taken or is available. You designate and appoint the representative identified on the signature page to this Contract under the heading "Designation of Agent for Service Process" as your agent in Chicago, Illinois to receive on your behalf service of all process in any such proceedings in the court (which representative must be available to receive the service at all times), the service being acknowledged by the representative to effective and binding service in every respect. The agent may be changed only upon the giving of written notice by you to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of

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Chicago and is retained or employed by you. You irrevocably waive any objection (including any objection of the laying of venue or based on the grounds of *forum non conveniens*) which you may now or later have to bring any action or proceeding with respect to this Contract in the jurisdiction set forth above. Nothing in this section affects the right to serve process in any other manner permitted by law or limits the right of the City to bring proceedings against you in the courts of any other jurisdiction.

F. Contractor Cooperation

You must act in good faith in the performance of this Contract and co-operate with the City and any other City contractors at the site to assure timely completion of the Work. You must implement such measures as may be necessary to ensure that your staff and your Subcontractors are bound by the provisions of this Contract.

G. Joint and Several Liability

If you, or your successors or assigns, if any, are comprised of more than one individual or other legal entity (or a combination of them), then each and every obligation or undertaking stated in this Contract that you are to fulfill or perform is the joint and several obligation or undertaking of each such individual or other legal entity.

H. No Third Party Beneficiaries

Except as may otherwise be provided in this Contract, this Contract is solely for the benefit of the parties and nothing in this Contract is intended to create any third party beneficiary rights for Subcontractors or other third parties.

I. Notices

Notices, unless expressly provided for otherwise in this Contract, must be in writing and must be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

1. If to the City: Commissioner, (Addresses of Department set forth in Book Two)
2. With Copies to: The Chief Procurement Officer, City Hall, 121 North LaSalle, Room 403, Chicago, IL 60602;
3. If to you: The address identified on your Proposal; and
4. With Copies to: Your bonding company.

Notices delivered by mail are deemed effective three days after mailing in accordance with this Section. Notices delivered personally are deemed effective upon receipt. Refusal to accept notice has the same effect as if notice were delivered. The addresses stated in this Contract may be revised without need for modification or amendment of this Contract, as long as written notification is given in accordance with this Section.

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J. Authority

1. Contractor: Your execution of this Contract is authorized and signature(s) of each person signing on your behalf has been made with complete and full authority to commit you to all terms and conditions of this Contract, including every representation, certification, and warranty contained in it, attached to it and collectively incorporated by reference in it, or that may be required by the terms and conditions of this Contract. If other than a sole proprietorship, you must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entities rules and procedures.
2. Consents and Approvals: Unless otherwise expressly stated in this Contract, any consents and approvals to be given by the City are made by the Commissioner.

K. Software License Agreements

The City reserves the right to negotiate software license agreements directly with the software supplier.

XXIV. SPECIAL CONDITIONS REGARDING MINORITY-OWNED BUSINESS ENTERPRISE, WOMEN-OWNED BUSINESS ENTERPRISE, AND VETERAN-OWNED BUSINESS ENTERPRISE COMMITMENT IN CONSTRUCTION CONTRACTS

I. Policy and Terms

As set forth in 2-92-650 *et seq.* of the Municipal Code of Chicago (MCC) it is the policy of the City of Chicago that businesses certified as Minority-owned Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in accordance with Section 2-92-420 *et seq.* of the MCC and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this contract. Therefore, bidders shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Under the City's MBE/WBE Construction Program as set forth in MCC 2-92-650 *et seq.*, the program-wide aspirational goals are 26% Minority Owned Business Enterprise participation and 6% Women Owned Business Enterprise participation.

Pursuant to Section 2-92-955 of the Municipal Code of Chicago, the Chief Procurement Officer is authorized to establish a contract-specific participation goal to veteran-owned business enterprises (VBEs), as defined in Section 2-92-920 of the Municipal Code of Chicago, if the contract has an estimated value in excess of \$10,000, and there are least three VBEs in each of one or more areas of specialty germane to the contract, and the contract-specific goal is not more than 3% of the contract's value.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

As provided in Section 2-92-720(e), Diversity Credit Program credits awarded by the City's affirmative action advisory board may also be applied to the contract specific goals.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

Contract Specific Goals and Bids

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its good faith efforts to meet the Contract Specific Goals by reaching out to MBEs, WBEs, and VBEs to perform work on the contract:

- A. An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals (Schedule D);
- B. A VBE compliance plan demonstrating how the bidder plans to meet the VBE Contract Specific Goals (Schedule D-V); and/or

C. Documentation of Good Faith Efforts (Schedule H).

If a bidder's compliance plan falls short of the Contract Specific Goals, the bidder must include either a Schedule H demonstrating that it has made Good Faith Efforts to find MBE, WBE, and VBE firms to participate or a request for a reduction or waiver of the goals.

Accordingly, the bidder or contractor commits to make good faith efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded the contract:

MBE Contract Specific Goal: [SEE BOOK 2]

WBE Contract Specific Goal: [SEE BOOK 2]

VBE Contract Specific Goal: [SEE BOOK 2]

This Contract Specific Goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the bidder's responsiveness, the MBE, WBE, and VBE Contract Specific Goals shall be percentages of the bidder's total base bid. However, the MBE, WBE, and VBE Contract Specific Goals shall apply to the total value of this contract, including all amendments and modifications.

Contract Specific Goals and Contract Modifications

1. The MBE, WBE, and VBE Contract Specific Goals established at the time of contract bid shall also apply to any modifications to the Contract after award. That is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with MBEs, WBEs, and VBEs to meet the Contract Specific Goals.
 - a. Contractor must assist the Construction Manager or user Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for MBE, WBE, or VBE participation and at what rates.
 - b. Contractor must produce a statement listing the MBEs/WBEs/VBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no MBE/WBE/VBE participation is available, an explanation of good faith efforts to obtain participation must be included.
2. The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of MBEs or WBEs already involved in the Contract.

II. Definitions

"Area of Specialty" means the description of a MBE's, WBE's, or VBE's activity that has been determined by the Chief Procurement Officer to be most reflective of the firm's claimed specialty or expertise. Each MBE, WBE, and VBE letter of certification contains a description of the firm's Area of Specialty. Credit toward the Contract Specific Goals shall be limited to the participation of firms performing within their Area of Specialty. The Department of Procurement Services does not make any representation concerning the ability of any MBE, WBE, or VBE to perform work within its Area of Specialty. It is the responsibility of the bidder or contractor to determine the capability and capacity of MBEs, WBEs, and VBEs to perform the work proposed.

“Broker” means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

“Chief Procurement Officer” or “CPO” means the chief procurement officer of the City of Chicago or his or her designee.

“Commercially Useful Function” means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

“Construction Contract” means a contract, purchase order or agreement (other than lease of real property) for the construction, repair, or improvement of any building, bridge, roadway, sidewalk, alley, railroad or other structure or infrastructure, awarded by any officer or agency of the City, other than the City Council, and whose cost is to be paid from City funds.

“Contract Specific Goals” means the subcontracting goals for MBE, WBE, and VBE participation established for a particular contract.

“Contracting Equity Officer” means the Contracting Equity Officer of the Office of Contracting Equity.

“Contractor” means any person or business entity that has entered into a construction contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

“Directory” means the Directory of Certified Firms maintained and published by the Chief Procurement Officer. The Directory identifies firms that have been certified as MBEs, WBEs, and VBEs, and includes the date of their last certifications and the areas of specialty in which they have been certified. Bidders and contractors are responsible for verifying the current certification status of all proposed MBE, WBE, and VBE firms.

“Good Faith Efforts” means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program’s requirements.

“Joint venture” means an association of a MBE, WBE, or VBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE, WBE, or VBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

“Mentor-Protégé Agreement” means an agreement between a prime and MBE or WBE subcontractor (“Mentoring Agreement”), or an agreement between a prime’s subcontractor and MBE or WBE subcontractor (“Subcontractor-to-Subcontractor Mentoring Agreement”), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

“Minority-owned Business Enterprise” or “MBE” means a firm awarded certification as a small, local minority owned and controlled business in accordance with City Ordinances and

Regulations as well as a firm awarded certification as an MBE by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

“Supplier” or “Distributor” refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

“Veteran-owned Business Enterprise” or “VBE” means a firm awarded certification as a veteran-owned business enterprise in accordance with the City ordinances and Regulations. It does not mean a firm that has been found to be ineligible or which has been decertified by the City.

“Women Business Enterprise” or “WBE” means a firm awarded certification as a small, local women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a WBE by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

III. Joint Ventures

The formation of joint ventures to provide MBEs, WBEs, and VBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture for MBE or WBE credit may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE. A joint venture for VBE credit may consist of any combination of VBEs and non-certified firms as long as one member is a VBE.

A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

1. The MBE, WBE, or VBE joint venture partner’s share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
2. The MBE, WBE, or VBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
3. Each joint venture partner executes the bid to the City; and
4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit

towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) or VBE credit for work performed by VBE joint venture partners equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE, WBE, or VBE partner) perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE, WBE, or VBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs, WBEs, and VBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

C. Schedule B: MBE/WBE/VBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any MBE, WBE, or VBE as a joint venture partner, the bidder must submit with its bid the appropriate Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE, WBE, or VBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's, WBE's, or VBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
2. Work items to be performed by the MBE's, WBE's, or VBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
3. Work items to be performed under the supervision of the MBE, WBE, or VBE joint venture partner; and
4. The MBE's, WBE's, or VBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE, WBE, or VBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE, WBE, or VBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

IV. Counting MBE, WBE, and VBE Participation Towards the Contract Specific Goals

Refer to this section when preparing the MBE/WBE and VBE compliance plans and completing Schedule D-1 and D-V for guidance on what value of the participation by MBEs, WBEs, and VBEs will be counted toward the stated Contract Specific Goals. The “Percent Amount of Participation” depends on whether and with whom an MBE, WBE, or VBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE, MBE and VBE, WBE and VBE, or any combination thereof may only be listed on a bidder’s compliance plan as either a MBE, WBE, or a VBE to demonstrate compliance with the Contract Specific Goals. For example, a firm certified as both a MBE, or a WBE, or a VBE may only listed on the bidder’s compliance plan under one of the categories, but not both or all three. Additionally, if a firm that is certified as both a MBE and a WBE, MBE and VBE, WBE and VBE or any combination thereof could not self-perform 100% of a contract, it would have to show good faith efforts to meet the Contract Specific Goals by including in its compliance plan work to be performed by another MBE, WBE, or VBE firm, depending on which certification that dual-certified firm chooses to count itself as.

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
 - 1. The Chief Procurement Officer will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 2. A MBE, WBE, or VBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE, WBE, or VBE participation. The Chief Procurement Officer may examine similar commercial transactions, particularly those in which MBEs, WBEs, or VBEs do not participate, to determine whether non-MBE, non-WBE, and non-VBE firms perform the same function in the marketplace to make a determination.
- B. Only the value of the dollars paid to the MBE, WBE, or VBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.

Only payments made to MBE, WBE, and VBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- C. If the MBE, WBE, or VBE performs the work itself:
 - 1. 100% of the value of work actually performed by the MBE’s, WBE’s, or VBE’s own forces shall be counted toward the Contract Specific Goals, including the cost of supplies purchased or equipment leased by the MBE, WBE, or VBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces. 0% of the value of work at the project site that a MBE, WBE, or VBE subcontracts to a non-certified firm counts toward the Contract Specific Goals
- D. If the MBE, WBE, or VBE is a manufacturer:
 - 1. 100% of expenditures to an MBE, WBE, or VBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm

that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

- E. If the MBE, WBE, or VBE is a distributor or supplier:
 - 1. 60% of expenditures for materials and supplies purchased from an MBE, WBE, or VBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- F. If the MBE, WBE, or VBE is a broker:
 - 1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - 2. As defined above, Brokers provide no commercially useful function.
- G. If the MBE, WBE, or VBE is a member of the joint venture contractor/bidder:
 - 1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE, WBE, or VBE performs with its own forces toward the Contract Specific Goals.
 - i. OR if employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE, WBE, or VBE firm's percentage of participation in the joint venture as described in Schedule B.
 - 2. Note: a joint venture may also count the dollar value of work subcontracted to other MBEs, WBEs, and VBEs, however, work subcontracted out to non-certified firms may not be counted.
- H. If the MBE, WBE, or VBE subcontracts out any of its work:
 - 1. 100% of the value of the work subcontracted to other MBEs, WBEs, or VBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - 2. 0% of the value of work that a MBE, WBE, or VBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces as allowed by C.1. above).
 - 3. The fees or commissions charged by an MBE, WBE, or VBE for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 4. The fees charged for delivery of materials and supplies required on a job site by an MBE, WBE, or VBE (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, may be counted toward the Contract Specific Goals, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5. The fees or commissions charged by an MBE, WBE, or VBE for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. Procedure to Determine Bid Compliance

The following Schedules and requirements govern the bidder's or contractor's MBE/WBE and VBE Proposal and must be submitted in accordance with the guidelines stated:

A. Schedule B: MBE/WBE/VBE Affidavit of Joint Venture

1. Where the bidder's Compliance Plan includes the participation of any MBE, WBE, or VBE as a joint venture partner, the bidder must submit with its bid the appropriate Schedule B and the proposed joint venture agreement. See Section III above for detailed requirements.

B. Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor or Supplier

The bidder must submit the appropriate Schedule C with the bid for each MBE and WBE included on the Schedule D. Suppliers must submit the Schedule C for Suppliers, first tier subcontractors must submit a Schedule C for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C for second tier Subcontractors. Each Schedule C must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D within five (5) business days after the date of the bid opening.

C. Schedule D: Compliance Plan Regarding MBE and WBE Utilization

The bidder must submit a Schedule D with the bid. An approved Compliance Plan is required before a contract may commence.

The Compliance Plan must commit to the utilization of each listed MBE and WBE. The bidder is responsible for calculating the dollar equivalent of the MBE and WBE Contract Specific Goals as percentages of the total base bid. All Compliance Plan commitments must conform to the Schedule Cs.

A bidder or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial, documented justification is provided, the bidder or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the bidder or contractor and the MBE or WBE prior to the

submission of the Compliance Plan. If a proposed MBE or WBE ceases to be available after submission of the Compliance Plan, the bidder or contractor must comply with the provisions in Section VII.

D. Letters of Certification

A copy of each proposed MBE's and WBE's Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid. Letters of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of work as detailed in the Schedule C must conform to its area(s) of specialty. Where a MBE or WBE is proposed to perform work not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the bid opening.

E. The following Schedules and described documents constitute the bidder's VBE proposal, and must be submitted in accordance with the guidelines stated:

(1) Schedule C-V: Letter of Intent from VBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-V with the bid for each VBE included on the Schedule D-V. Suppliers must submit the Schedule C-V for Suppliers, first tier subcontractors must submit a Schedule C-V for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-V for second tier Subcontractors. Each Schedule C-V must be executed by each VBE and accurately detail the work to be performed by the VBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the VBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the VBE in its Area of Specialty. If a facsimile copy of the Schedule C-V has been submitted with the bid, an executed original Schedule C-V must be submitted by the bidder for each VBE included on the Schedule D-V within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-V in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed VBE firm's current VBE Letter of Certification from 1) the City certifying the firm as a VBE, 2) Cook County certifying the firm as a VBE, 3) the State of Illinois certifying the firm as a qualified service-disabled veteran-owned small business or qualified veteran-owned small business pursuant to 30 ILCS 500/45-57 or 4) the United State Department of Veterans Affairs approving the firm as a service-disabled veteran-owned small business or veteran-owned small business must be submitted with the bid/proposal. All VBE Letters of Certification issued by the City of Chicago include a statement of the VBE firm's Area of Specialty. The VBE firm's scope of work, as detailed by their Schedule C-V, must conform to their stated Area of Specialty. Letters of Certification for VBEs that the City has found to be ineligible or decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

If the bidder's VBE proposal includes the participation of a VBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the

joint venture agreement and a Schedule B along with all other requirements listed in Article III, "Joint Ventures," above. In order to demonstrate the VBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the VBE; and (3) the commitment of management, supervisory and operative personnel employed by the VBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

(4) Schedule D-V: Required Schedules Regarding VBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-V committing them to the utilization of each listed VBE firm. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the VBE commitment in accordance with the provisions herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each VBE firm included on their Schedule D-V. The total dollar commitment to proposed VBEs must at least equal the VBE goal. Bidders are responsible for calculating the dollar equivalent of the VBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-V must conform to those presented in the submitted Schedule C-V. If Schedule C-V is submitted after the opening, the bidder may submit a revised Schedule D-V (executed and notarized to conform with the Schedules C-V). Bidders shall not be permitted to add VBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional VBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, as determined by the Chief Procurement Officer in her sole discretion, bidders will not be allowed to reduce the dollar commitment made to any VBE in order to achieve conformity between the Schedules C-V and D-V.

All commitments for joint venture agreements must be delineated in the Schedule B.

F. Schedule F: Report of Subcontractor Solicitations

A Schedule F must be submitted with the bid, documenting all subcontractors and suppliers solicited for participation on the contract by the bidder. Failure to submit the Schedule F may render the bid non-responsive.

G. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of its Schedule H.
2. If the bidder submits a Compliance Plan indicating that the bidder will meet the Contract Specific Goals, and, after review of the bidder's Compliance plan, the City determines that the bidder has not met the Contract Specific Goals, in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.

3. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs, WBEs, and VBEs;
 - b. A listing of all MBEs, WBEs, and VBEs contacted for the bid solicitation that includes:
 - i. Names, addresses, emails and telephone numbers of firms solicited;
 - ii. Date and time of contact;
 - iii. Person contacted;
 - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
 - c. Evidence of contact, including:
 - i. Project identification and location;
 - ii. Classification/commodity of work items for which quotations were sought;
 - iii. Date, item, and location for acceptance of subcontractor bids;
 - iv. Detailed statements summarizing direct negotiations with appropriate MBEs, WBEs, and VBEs for specific portions of the work and indicating why agreements were not reached.
 - v. Bids received from all subcontractors.
 - d. Documentation of bidder or contractor contacts with at least one of the Assist Agencies. The current list of Assist Agencies can be found on the DPS website.
- H. Agreements between a bidder or contractor and an MBE, WBE, or VBE in which the MBE, WBE, or VBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.
- I. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE, WBE, or VBE. Failure to cooperate may render the bid non-responsive.
- J. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- K. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan, and provide copies of each subcontract agreement or purchase order to the Department of Procurement Services upon request.
- L. Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

VI. Demonstration of Good Faith Efforts

- A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- B. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:
 - 1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate MBE/WBE/VBE firms certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. Bidder must solicit MBEs, WBEs, and VBEs no later than seven days before the date bids are due in order to count the solicitation as part of its good faith efforts showing. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs, WBEs, or VBEs.
 - 2. Advertise the contract opportunities in media and other venues oriented toward MBEs, WBEs, and VBEs.
 - 3. Provide interested MBEs, WBEs, or VBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - 4. Negotiate in good faith with interested MBEs, WBEs, or VBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs, WBEs, and VBEs is not a sufficient reason for a bidder's failure to meet the Contract Specific Goals, as long as such costs are reasonable.
 - 5. Not reject MBEs, WBEs, or VBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's, WBE's, or VBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.
 - 6. Make a portion of the work available to MBE, WBE, or VBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE, WBE, or VBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.
 - 7. Provide subcontracting opportunities for MBEs, WBEs, and VBEs, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
 - 8. Select portions of the work to be performed by MBEs, WBEs, or VBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE, WBE, or VBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.
 - 9. Make efforts to assist interested MBEs, WBEs, or VBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

10. Make efforts to assist interested MBEs, WBEs, or VBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
 11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs, WBEs, or VBEs.
- C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

VII. Changes to Compliance Plan

- A. No changes to the Compliance Plan or contractual MBE, WBE, and VBE commitments or substitution of MBE, WBE, or VBE subcontractors may be made without the prior written approval of the Chief Procurement Officer. Unauthorized changes or substitutions, including performing the work designated for an MBE, WBE, or VBE subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE, WBE, or VBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- B. Substitutions of a MBE, WBE, or VBE subcontractor shall be permitted only on the following basis:
1. Unavailability after receipt of reasonable notice to proceed;
 2. Failure of performance;
 3. Financial incapacity;
 4. Refusal by the subcontractor to honor the bid or proposal price or scope;
 5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
 7. The subcontractor's withdrawal of its bid or proposal; or
 8. De-certification of the subcontractor as an MBE, WBE, or VBE. (Graduation from the MBE/WBE or VBE program does not constitute de-certification.)

9. Termination of a Mentor-Protégé Agreement.
- C. If it becomes necessary to substitute an MBE, WBE, or VBE or otherwise change the Compliance Plan, the procedure will be as follows:
1. The bidder or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE, WBE, or VBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE, WBE, or VBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
 2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request. Contractor must notify the City if substitution must occur immediately due to operational emergency so that requests for substitution or change may be timely given.
 3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make good faith efforts to meet the Contract Specific Goal by substituting an MBE, WBE, or VBE subcontractor. Documentation of a replacement MBE, WBE, or VBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE, WBE, or VBE Contract Specific Goal cannot be reached and good faith efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE, non-WBE, or non-VBE.
 4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs, WBEs, or VBEs have a fair opportunity to bid on the new scope of work.
 5. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE/VBE contract requirements.

VIII. Reporting and Record Keeping

- A. During the term of the contract, the Contractor and its non-certified subcontractors must submit partial and final waivers of lien from MBE, WBE, and VBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date. Upon acceptance of the Final Quantities from the City of Chicago, FINAL certified waivers of lien from the MBE, WBE, and VBE subcontractors must be attached to the contractor's acceptance letter and forwarded to the Department of Procurement Services, Attention: Chief Procurement Officer.
- B. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and

every month thereafter, email and/or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each MBE, WBE, and VBE. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

- C. Once the prime contractor has reported payments made to each MBE, WBE, and VBE, including zero dollar amount payments, the MBE, WBE, or VBE will receive an email and/or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- D. All subcontract agreements between the contractor and MBE/WBE/VBE firms or any first tier non-certified firm and lower tier MBE/WBE/VBE firms must contain language requiring the MBE/WBE/VBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <http://chicago.mwdbe.com>

- E. The Chief Procurement Officer or any party designated by the, Chief Procurement Officer shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE, WBE, and VBE participation and the status of any MBE, WBE, or VBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- F. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs, WBEs, and VBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

IX. Non-Compliance

- A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts; and (2) disqualification as a MBE, WBE, or VBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE, WBE, or VBE was a factor in the award of the contract and such status was misrepresented by the contractor.
- B. Payments due to the contractor may be withheld until corrective action is taken.
- C. Pursuant to 2-92-740, or 2-92-955, as applicable, remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

- D. The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740 of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

X. Arbitration

If the City determines that a contractor has not made good faith efforts to fulfill its Compliance Plan, the affected MBE, WBE, or VBE may recover damages, suffered by such entity as a result of being underutilized, from the contractor.

Disputes between the contractor and the MBE, WBE, or VBE shall be resolved by binding arbitration before the American Arbitration Association (AAA), with reasonable expenses, including attorney's fees and arbitrator's fees, being recoverable by a prevailing MBE, WBE, or VBE. Participation in such arbitration is a material provision of the Construction Contract to which these Special Conditions are an Exhibit. This provision is intended for the benefit of any MBE, WBE, or VBE affected by the contractor's failure to fulfill its Compliance Plan and grants such entity specific third party beneficiary rights. These rights are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE, WBE, or VBE. Failure by the Contractor to participate in any such arbitration is a material breach of the Construction Contract.

An MBE, WBE, or VBE seeking arbitration shall serve written notice upon the contractor and file a demand for arbitration with the AAA in Chicago, IL. The dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA. All arbitration fees are to be paid *pro rata* by the parties; however, as noted above, reasonable expenses, including the arbitrator's fees, may be recoverable by a prevailing MBE, WBE, or VBE.

The MBE, WBE, or VBE must copy the City on the Demand for Arbitration within 10 business days after filing with the AAA. The MBE, WBE, or VBE must copy the City on the arbitrator's decision within 10 business days of receipt of the decision. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

XI. Equal Employment Opportunity

Compliance with the requirements set forth in these Regulations will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.

XXIV. Illinois Environmental Protection Agency (IEPA) Requirements

XXV. Illinois Environmental Protection Agency (IEPA) Requirements

A. IEPA LOAN PROVISIONS

1. This project will be funded in part or in whole by a loan (IEPA Loan) from the Illinois Environmental Protection Agency (IEPA).
 - a) For water projects, the contract between the City of Chicago and the Contractor will be subject to regulations contained in the procedures for loans from the Public Water Supply Loan Program (35 IL Admin. Code 662)
 - b) For sewer projects, the contract between the City of Chicago and the Contractor will be subject to regulations contained in the procedures for loans from the Water Pollution Control Loan Program: Wastewater (35 IL Admin. Code 365).
2. Additional Requirements for Payment for Changes [35 IL Admin. Code 365.620, 662.620)]. For each request for payment for change, Contractor shall submit data required in Terms And Conditions for Construction Contract, Department of Water Management Section XIII in such detail to enable the City of Chicago to ascertain necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed for payment by the IEPA Loan.
3. Audit: Access to Records [35 IL Admin. Code 365.620(f)(1), 662.620(f)(1)]
 - a. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work (including portion funded by the IEPA Loan) in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor shall also maintain the financial information and data used by the Contractor in preparation or support of any cost submissions required for changes under the Illinois Administrative Code, including 35 IL Admin Code. 365.420(b)(2) and 662.420(b)(2) and in the Contract Documents, and a copy of the cost summary submitted to the City of Chicago. The Illinois Auditor General, the City of Chicago, IEPA, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The Contractor shall provide facilities for access and inspection.
 - b. For a formally advertised, competitively awarded, fixed price contract, the Contractor shall include access to records as specified above for all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the Contractor shall agree to include access to records as specified in subsection 3.a above in all contracts and all tier subcontracts or change orders and contract amendments in excess of \$25,000 that are directly related to project performance.
 - c. Audits shall be in accordance with auditing standards generally accepted in the

United States.

- d. The Contractor shall agree to the disclosure of all information and reports resulting from access to records pursuant to subsection 3.a above. When the audit concerns the Contractor, the auditing agency shall afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
 - e. The records required by subsection 3.a above shall be maintained and made available during performance of the work being funded by the IEPA Loan and for three years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after resolution of such dispute, appeal, litigation, claim or exception.
 - f. The right of access will generally be exercised with respect to financial records under:
 - (1) Negotiated prime contractors
 - (2) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - (3) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
 - g. The right to access will generally not be exercised with respect to a prime contract, subcontract or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - (1) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - (2) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.
4. Additional Requirements for Subcontractors [35 IL Admin. Code 365.620(g), 662.620(g)]. The award or execution of all subcontracts by a prime Contractor and the procurement and negotiation procedures by the prime Contractor shall comply with the following:
- (1) All applicable provisions of federal, State and local law;
 - (2) All provisions of this agreement and all provisions of IL Administrative Code Title 35, Part 365 and Part 662 regarding fraud and other unlawful or corrupt practices;
 - (3) All provisions of this agreement and all provisions of IL Administrative Code Title 35, Part 365 and Part 662 with respect to access to facilities, records, and audit of records.
 - (4) All provisions of Illinois Administrative Code 365.620(f)(5) and 662.620(f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.
5. Additional Requirements With Respect To Contractor Bankruptcy [35 IL Admin. Code 365.620(h), 662.620 (h)]. In the event of Contractor bankruptcy, the City of Chicago shall notify IEPA and shall keep IEPA advised of any negotiations with the bonding company, including any proposed settlement. IEPA may participate in those negotiations and will advise the City of Chicago of the impact of any proposed settlement on the loan agreement.. The City of Chicago

shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

6. IEPA Access [35 IL Admin. Code 365.620(i), 662.620(i)]. The Contractor and all subcontractors shall provide IEPA representatives with access to the work. The Contractor or subcontractor shall provide facilities for access and inspection. IEPA or any authorized representative shall have access to any books, documents, papers and records that are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.
7. Disputes and Remedies [35 IL Admin. Code 365.640(c), 662.640(c)]. Disputes and Remedies shall be addressed in accordance with the Terms And Conditions for Construction Contract, Book 1. In accordance with IEPA loan requirements all claims, counter-claims, disputes and other matters in question between the loan recipient (City of Chicago) and the Contractor arising out of, or relating to a sub-agreement or its breach and not resolved in accordance with the Contract Documents shall be decided in a court of competent jurisdiction in the State.
8. Covenant Against Contingent Fees. [35 IL Admin Code 365.620(f)(2), 662.620(f)(2)]. In addition to other requirements of this agreement, Contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City of Chicago, shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
9. Additional Requirements for Compliance with 40 CFR 33 – Non Discrimination [35 IL Admin Code 365.620(f), 662.620(f)]. No contractor or subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the Water Pollution Control Loan Program or Public Water Supply Loan Program. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

10. Additional Non-Collusion Provisions

- a. In addition to other requirements in this agreement, Contractor shall be subject to the following non-collusion provisions of 35 IL Administrative Code 365.620, 662.620.
- b. By submission of the bid, each bidder certifies, and in the case of a joint bid each party to the joint bid certifies, as to his or her own organization, that in connection with the bid:
 - i. The prices in the bid have been arrived at independently, without consultation, communication or agreement with any other bidder or with any competitor, for the purpose of restricting competition, as to any matter related to the prices;
 - ii. Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and

- iii. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition. Also, each bidder shall submit a certification regarding compliance with Article 33E of the Illinois Criminal Code of 2012 [720 ILCS 5/33E].
 - c. Each person signing the bid shall certify that:
 - i. He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to subsection b. above, or
 - ii. He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to subsection b. above and as the bidder's agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate in any action contrary to subsection b. above.

11. Change Orders

When the City authorizes the Contractor to add, delete, or revise the work within the general scope of the Contract Documents, or authorizes an adjustment in the Contract price or Contract time, the City shall submit the change order to IEPA and the method for handling change orders is in accordance with IL Admin. Code 365.420(b)(2) and IL Admin. Code 620.420(b)(2).

B. EQUAL EMPLOYMENT OPPORTUNITY

Section XXIV.B is derived from the requirements of Executive Order 11246, as amended by Executive Orders 11375, 13665, and 13672, as well as the Federal regulations that implement Executive Order 11246, as amended. On January 21, 2025, President Trump issued Executive Order 14173, which explicitly repealed Executive Order 11246 and Executive Order 13672. Executive Order 14173 further directs Federal agencies to modify regulations inconsistent with Executive Order 14173. On January 24, 2025, the Acting Secretary of Labor issued an order directing the cessation of all investigative and enforcement activity under the rescinded Executive Order 11246, and the regulations implementing Executive Order 11246.

The provisions as set forth in this Section XXIV.B are included in the Contract to the extent that Executive Orders 11375 and 13665 and the implementing regulations of Executive Order 11246, as amended, have not been explicitly repealed or modified. This Section XXIV.B, and any other requirements in this Contract that flow from Executive Order 11246 and its implementing regulations will be deemed to be of no effect upon such repeal of Executive Order 11375 and 13665 and the regulations implementing Executive Order 11246, as amended.

1. Equal Employment Opportunity Clause

The City hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

C. USEPA/IEPA Davis-Bacon Wage Guidance

(a) **Required Contract Clauses.** In addition to the Davis-Bacon wage requirements of this Contract, the following provisions are from U.S. Department of Labor Regulations in 29 CFR 5.5, "Contract provisions and related matters," which apply to all Federal-aid construction contracts in excess of \$2,000 in accordance with 29 CFR part 5:

(1) **Minimum wages —(i) Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions

as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) **Frequently recurring classifications.** (A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.** (A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding— (i) Withholding requirements.** The United States Environmental Protection Agency (USEPA), Illinois Environmental Protection Agency (IEPA), or the City of Chicago may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise

working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the City of Chicago may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) **Records and certified payrolls —(i) Basic record requirements —(A) Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements— (A) Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the IEPA or USEPA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the IEPA or USEPA. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to

submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH–347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must

preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access— (A) Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the City of Chicago or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the City of Chicago or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the IEPA or USEPA if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the IEPA or USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity —(i) Apprentices —(A) Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the

applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the IEPA or USEPA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.** (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) **Withholding for unpaid wages and liquidated damages —(i) Withholding process.** The City of Chicago, the IEPA, or the USEPA may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the

same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily

and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the IEPA, USEPA, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) ***Incorporation of contract clauses and wage determinations by reference.*** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) ***Incorporation by operation of law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

The Current Davis Bacon Rates can be found here: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>.

D. American Iron and Steel

The Contractor acknowledges to and for the benefit of the City and the State of Illinois (the “State”) that it understands the goods and services under this Contract are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel”; that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Contract. The Contractor hereby represents and warrants to and for the benefit of the City and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State. Notwithstanding any other provision of this Contract, any failure to comply with this paragraph by the Contractor shall permit the City or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the City or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the City). While the Contractor has no direct contractual privity with the State, as a lender to the City for the funding of its project, the City and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

L. Illinois Works Jobs Program Act Apprenticeship Initiative

Contractor must comply with all applicable provisions of the Apprenticeship Initiative in the Illinois Work Jobs Program Act, 30ILCS 559/20-1 et seq.

Pursuant to the Illinois Works Jobs Program Act, 30 ILCS 559/20-1 et seq., for public works projects estimated to cost \$500,000 or more, the goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

For projects with an estimated total project cost of \$500,000 or more and for which 50% or more of the project is being funded by appropriated capital funds, the 10% apprenticeship goal applies to all prevailing wage eligible work on the project.

For projects receiving \$500,000 or more of appropriated capital funds but for which the appropriated capital funds are less than half of the total project costs, the 10% apprenticeship goal only applies to prevailing wage eligible work being funded by the appropriated capital funds.

The 10% apprenticeship goal does not apply to projects with an estimated total project cost of less than \$500,000 or to projects with an estimated total project cost of \$500,000 or more but for which the appropriated capital funds for the project are both less than \$500,000 and less than 50% of the estimated total project costs.

Contractor is required to cooperate with the City in submitting all required records, documentation, and compliance forms to IEPA for review. Contractor must cooperate with the CPO's request for further information and compliance audits.

M. Build America, Buy America

Contractor will comply with the Federal Build America, Buy America Act, which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, and any applicable regulations and Federal agency guidance, as may be amended or updated. The Build America, Buy America Act specifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States and requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

In addition, unless otherwise required by Federal law, Contractor will comply with all required Buy America provisions of the Federal government and/or any similar provisions of the State or City, as may be amended or updated.

In addition, unless otherwise required by Federal law, Contractor will comply with all required Buy America provisions of the Federal government and/or any similar provisions of the State or City, as may be amended or updated.

A.

BOOK 2
INSTRUCTIONS AND EXECUTION DOCUMENTS

CONTRACT TITLE: TERM AGREEMENT FOR WATER MAIN CONSTRUCTION AND
LEAD SERVICE LINE REPLACEMENT: CBD / CITY WIDE SPECIALTY CONTRACT

DISTRICT FOUR

DWM TERM AGREEMENT NO.: 23-604

SPECIFICATION NO.: 1258048A

RFQ NO.: 56937

CITY OF CHICAGO



BRANDON JOHNSON
MAYOR

Prepared by
DEPARTMENT OF WATER MANAGEMENT
Contracts Section

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Chicago, Illinois 60611

Issued by the
DEPARTMENT OF PROCUREMENT SERVICES

SHARLA D. ROBERTS
Chief Procurement Officer

Document Printed March 2025

All Signatures To Be Sworn To Before A Notary Public

Any contract entered into as a result of this bid process is governed by the terms and conditions set forth in Book 1 "Terms and Conditions for Construction" for the Department of Water Management projects funded by IEPA, as amended and incorporated as if fully set forth here by this reference; and by Book 2, Book 3 (if applicable), plans, drawings, exhibits, and attachments as appropriate.

BOOK 2 - INSTRUCTIONS AND EXECUTION DOCUMENTS

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DOCUMENT SUBMITTAL CHECKLIST

This checklist is intended to assist Bidders but does not necessarily reference all documents required in this particular Specification. Bidders should review this entire Part One for additional requirements. Missing forms may invalidate a bid.

1. Bid Form properly completed. _____
2. Schedule of Prices, completed and totaled. _____
3. Appropriate Proposal Page completed, signed and notarized. _____
4. Department of Procurement Services Bid Bond/Bid Deposit. _____
5. Addenda (if any) acknowledged on the Proposal Page. _____
6. Online EDS Number Provided. _____
7. Online EDS Certificate of Filing. _____
8. MBE/WBE/VBE Schedules completed. _____
 - a. Schedule B: MBE/WBE/VBE Affidavit of Joint Venture, if applicable; completed, signed and notarized. _____
 - b. Schedule C/C-V: Letter of Intent to Perform as Subcontractor or Supplier, completed and signed. _____
 - c. Schedule D/D-V: Compliance Plan Regarding MBE, WBE, VBE Utilization completed, signed and notarized. _____
 - d. Schedule F: Report of Subcontractor Solicitations for Construction Contracts, completed signed and notarized. _____
 - e. Schedule H: Documentation of Good Faith Efforts to Utilize MBE's, WBE's, VBE's on Construction Contracts, if applicable; completed signed and notarized. _____
9. Contractor's Statement of Experience and Financial Condition on File. _____
10. Affidavit of Uncompleted Work completed, signed and notarized. _____
11. Proper Insurance Certificate provided. _____
12. Certificate regarding Removal of All Waste Materials and Dump Sites. _____
13. IEPA Certifications, as applicable. _____
14. Sexual Harassment Policy Affidavit (2-92-612) _____

SECTION ONE

Project Information

PROJECT INFORMATION

The following Specifications supplement the “Requirements for Bidding and Instructions for Bidders” found in Section Two of this document.

Proposals will be received by the Chief Procurement Officer of the City of Chicago for:

TERM AGREEMENT FOR WATER MAIN CONSTRUCTION

District Four: CBD Water / City Wide Specialty Contract

Water Main Construction

Project No.: 23-604

all in accordance with Contract Documents set forth below.

General Description of Work

The work for which proposals are invited consists of furnishing all labor, equipment, tools, transportation, materials, and services for this Term Agreement in areas of the City of Chicago bound by Oak Street to North, Halsted Street to the West, Congress Parkway to the South, and Lake Michigan to the East. This includes, but is not limited to, performing all work for the installation of water main piping, lead service line replacements and or reconnection of existing water services, associated valves and basins, fire hydrants, fittings and accessories, thrust restraints; installation and or reconnection of new and existing water services; connections to existing water mains; repairs to existing sewers and utilities damaged by new construction, testing and disinfection of water mains; capping and or abandonment of existing water mains; all required excavation, trenching, grading, backfilling, and compaction of excavations, restoration of pavements, curbs, walkways, landscaped areas; maintenance of traffic; removal and construction of ADA ramps per CDOT requirements; and removal of all construction debris all in accordance with the Contract Documents as described in the detail specifications, including all appurtenant work and accessories, to the complete satisfaction of, approval and acceptance by the City.

Additionally, the work for which proposals are invited consists of furnishing all labor, equipment, tools, transportation, materials, and services for this Term Agreement throughout the City of Chicago for feeder main work including emergency repairs, rehabilitation, and or replacement of feeder water mains. This includes but is not limited to performing all work for the installation of water main piping, valves and basins, fittings and accessories, thrust restraints; connections to existing water mains; repairs and replacement of existing prestressed concrete cylinder feeder main pipes; installation of inspection manholes, construction support for In-Line Leak Detection testing and construction support for dewatering water main inspection; installation of Carbon Fiber Reinforced Polymer lining systems; and slip lining rehabilitation; installation and rehabilitation of water mains that are suspended from bridges; trenchless water service and trenchless water main installation; all required excavation, trenching, grading, backfilling, and

Project Information

compaction of excavations, restoration of pavements, curbs, walkways, landscaped areas; maintenance of traffic; removal and construction of ADA ramps per CDOT requirements; and removal of all construction debris all in accordance with the Contract Documents.

It is estimated that approximately 1 mile of grid water main pipe and approximately 1 mile of feeder main will be replaced under this Contract each calendar year.

This description of work and boundaries referenced above is intended to be general in nature and is neither a complete description nor a limitation on the work to be performed. Work in boundary streets will be assigned to a particular adjacent District solely at the discretion of the Commissioner. Contractor shall perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

When required by the City, the Contractor will perform Work under this Contract on a sub-order basis. The terms and conditions of the contract, and specifically Book 1 of the Contract Documents, must be read consistent with this intent.

When required by the Chief Procurement Officer the successful bidder or bidders shall, within seven (7) calendar days of receipt of notice from the City, furnish a performance bond **valued at the full amount of the contract** on Form P.W.O. 62, a specimen of which is bound herein.

Receipt of written notice from the City to furnish a bond constitutes tentative notice of pending award and proposal acceptance. Release of the contract shall be withheld pending receipt and approval of a satisfactory bond

Fund Source: Water Revenue Bonds and IEPA Loans

Water Fund: TBD

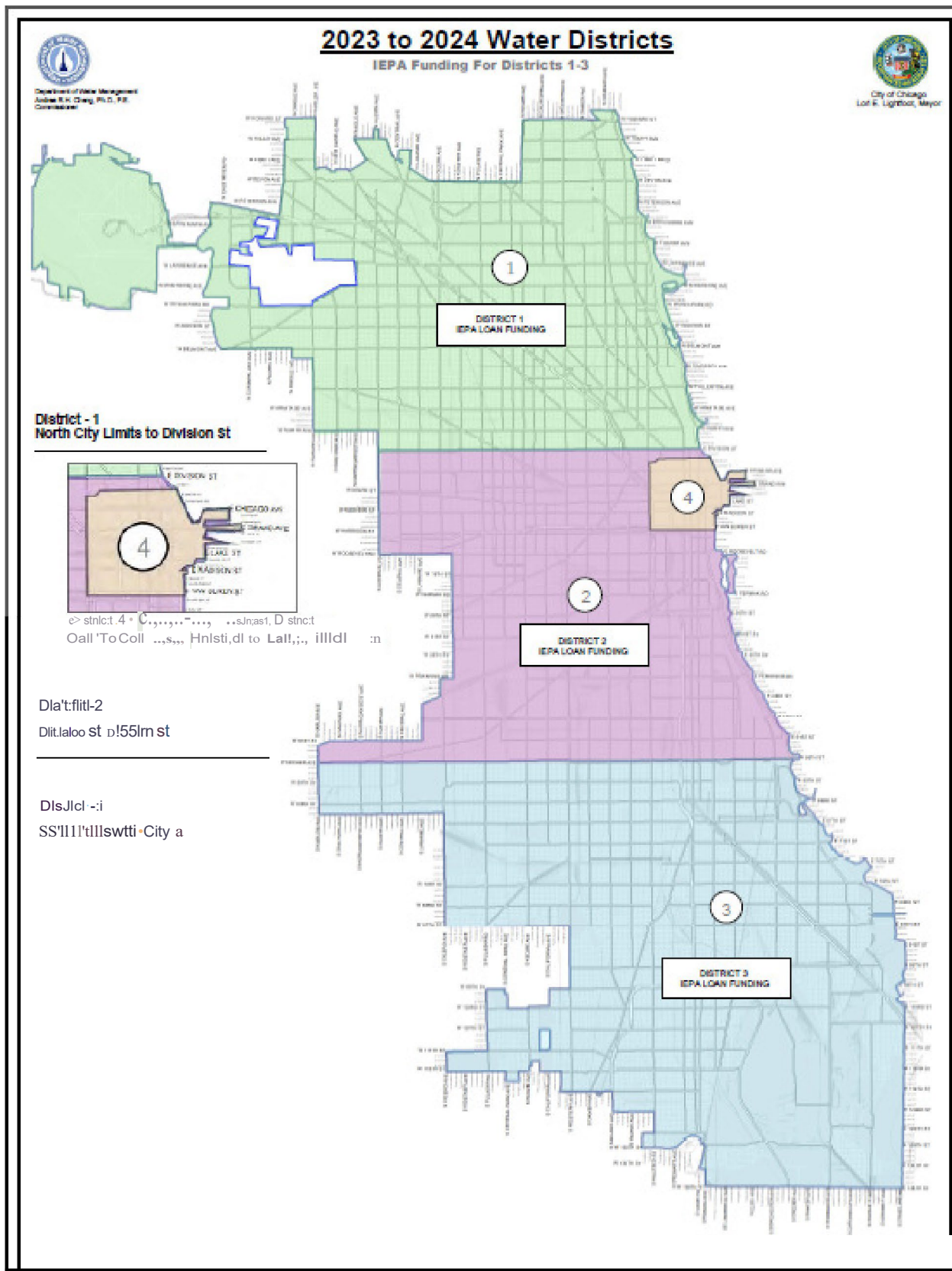
IEPA Fund: TBD

IEPA Forgiveness Fund: TBD

Bid Deposit: 5% of Total Base Bid

MBE/WBE/VBE Participation Goal: 10.2% MBE / 2.82%WBE / 1%VBE

Project Information



Project Information

Award of Contract

In the event that a contract is awarded pursuant to this specification, the Chief Procurement Officer will award such contract to the lowest responsive and responsible bidder as determined by the Total Base Bid, including any statutorily mandated adjustments to the Total Base Bid as applicable, meeting the terms and conditions set out in the Contract Documents.

Total Base Bid is the cost of constructing the entire project to be provided by Contractor in the Schedule of Prices. It is the sum of every line item's Total Price.

Contractor's Total Base Bid must incorporate any peripheral costs including, but not limited to, the costs of products and/or services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Contract.

Sub-Orders

A "Sub-Order" is a project within this Term Agreement, with a set of plans, specifications, details and other supporting documentation that defines the location(s) and limits for new water main installation and replacement within the City of Chicago. This will include all Work described in the section "General Description of Work" page 2 within this Book 2.

Since a "Sub-Order" is a defined "Project" with project limits where a majority of the project limits fall within the boundaries described in "General Description of Work" page 2 within this Book 2, all terms, conditions, requirements and responsibilities outlined in Books 1, 2, 3 of the Contract Documents for the term "Project" shall apply to **each** "Sub-Order" issued by the Department of Water Management.

The Contractor will execute the Work under each Sub-Order, as an individual project complete, to include, but is not limited to project start date, mobilization, submittals, material procurement, project schedule and milestones, substantial completion and final completion, along with the additional requirements listed below and defined elsewhere in the Contract Documents.

All Sub-Order Work will be completed at the Sub-Order Work Site (also known as "Project Site", "Work Site", "Jobsite", "Site" or other similar wording outlined in Books 1, 2, 3) per Sub-Order set of plans, specifications and details as defined above.

The Chicago Department of Water Management (DWM) will prepare Sub-Order(s) for the work to be performed under this contract. DWM will issue to the Contractor a Sub-Order in accordance with procedures outlined in Paragraph A below, "Procedures for initiating Sub-Orders". Payment will be based on actual quantities installed.

The Commissioner retains the right, at their sole discretion, to add or delete Work from any Sub-Order.

A. Procedure for Initiating Sub-Orders

1. **Notification of Pre-construction Meeting:** As the need exists for performance of Work by the Contractor under the terms of this Contract, the Commissioner will notify the Contractor of the construction work required. The Commissioner will notify the Contractor of the place and time of the joint Pre-construction Meeting.

Project Information

2. **Joint Pre-construction Meeting:** The Contractor will participate in a joint Pre-construction Meeting which will include discussion and/or issue the following information as appropriate:
 - a. Issue Sub-Order number and title. Sub-Orders will be issued one per BES Project Number.
 - b. Sub-Order Notice to Proceed.
 - c. Identify work locations.
 - d. Define the Scope of Work.
 - e. Issue engineer's estimate of quantities for work, when available.
 - f. Discuss tentative work schedule and completion dates.
 - g. Identify due date for Cost Estimate for work of the Sub-Order from the Contractor.
 - h. Discuss Permit requirements.
 - i. Identify start date for the work.

B. Preparation of the Cost Estimate for Work under Sub-Order(s)

To aid the City in administering this Contract, the Contractor will prepare the Cost Estimate in accordance with the unit prices established in the "Schedule of Prices" for the Contract. The City will request a proposal from the Contractor for each Sub-Order. The Contractor must submit this proposal within ten (10) days from receipt of this request.

The Contractor is expected to inspect the site(s) of the Work for each Sub-Order. No allowance will be made for any difficulties that may be encountered in executing the Work due to a failure of the Contractor to inspect the site(s).

C. Review of the Cost Estimate and Issuance of Sub-Order(s)

1. The Commissioner will evaluate the Contractor's Cost Estimate with respect to the estimated quantities for the Work and compare these to the quantities estimated by the City for the Work.
2. The City is not bound by the Contractor's Cost Estimate. If the Contractor's individual Cost Estimate is rejected, the Commissioner may request the Contractor to submit a new Cost Estimate or elect to modify work items.
3. The Sub-Order Notice to Proceed (NTP) provided to the Contractor will state the description of Work to be performed. Irrespective of the Contractor's Cost Estimate, payment will be made based upon actual quantities installed. All clauses of this Contract are applicable to any Sub-Order Releases issued.

The Sub-Order NTP shall be signed by the Commissioner, and is a written authorization and directive to the Contractor to begin Sub-Order work by the Start Date specified.

A signed copy of the Sub-Order NTP will be provided to the Contractor for acknowledgement. The Sub-Order is considered executed after a 7 calendar day grace period, determined from the date of the Sub-Order Notice to Proceed letter.

Project Information

D. Changes in the Work

1. The City, without invalidating the Sub-Order, may order changes in the Work by altering, adding to, or deducting from the Work, by issuing a revised Sub-Order Notice to Proceed.
2. No changes may be made without a written revised Sub-Order Notice to Proceed from the City, signed by the Commissioner. Any claim for an extension of time to complete the Work of a Sub-Order must conform to the requirements set forth in the contract.

E. Sub-Order Project Schedule Requirements and Commitments

1. Sub-Orders shall be bound by all “project” schedule commitments and milestones, associated criteria in accordance with the Contract Documents, and Book 2: Time of Completion and Table A “Sub-Order Production Rates” in the Proposal section. The Contractor shall submit a final Sub-Order CPM schedule identifying schedule milestones and commitment dates that include, but are not limited to the following:
 - a. Sub-Order start date.
 - b. Shop drawing submittal dates.
 - c. Major product procurement with lead time delivery date(s).
 - d. Site mobilization date.
 - e. Water main activity installation durations and completion date(s).
 - f. Service installation durations and completion date(s).
 - g. Water main concrete cap (concrete base course) completion date: (completion of water main pipe installation).
 - h. Substantial Completion Date: (completion of restoration work).
 - i. Final Completion Date: (completion and Commissioner’s acceptance of final punchlist work).

F. Sub-Order Project Criteria

1. A dedicated superintendent and/or project manager (subject to Commissioner’s approval) with project and jobsite authority shall be provided for each Contract. This individual shall be capable of decision making authority; equipped with a dedicated cell phone or other accessible means for Commissioner’s 24 hour communication, in addition to the requirements in Book 1: Supervision and Superintendence.
2. Each Sub-Order shall adhere to all project requirements as set forth in these Contract Documents, which include, but is not limited to:
 - a. CPM schedule (to be updated each week).
 - b. Shop drawing submittals.
 - c. All permits, licenses, fees.
 - d. Portable restrooms.
 - e. Stored materials and insurance/documentation.

Project Information

- f. Maintenance of Traffic: (see Book 3, Specification Section 01.55.26).
 - g. Construction videos.
 - h. Testing and testing reports.
 - i. Compliance with milestones indicated in each Sub-Order NTP.
- 3. Project Closeout requirements for each Sub-Order which includes, but is not limited to:
 - a. Warranties.
 - b. Guarantees.
 - c. Insurance and Surety's written consent.
 - d. Closeout documents such as operations and maintenance manuals, training, etc.
 - e. Waivers of Lien: Contractor, Subcontractors and Suppliers Waivers of Lien
 - f. Executed: Statement of Acceptance of Final Quantities: (signed and accepted, or executed after 7 day grace period).
 - g. All applicable items listed in Book 1, Section IV.F. "Final Completion and Acceptance of Work" and the Contract Documents.

Term of Contract

This Contract will be in effect for a period of twelve (12) months. The City will establish the actual start and expiration dates subsequent to the formal award and release of this Contract unless negotiated prior to the release of this Contract. The expiration date will be the last day of the 12th full calendar month after the established start date. The start date for this Contract will be no earlier than January 1, 20xx. Work may be made only as authorized by Sub-Orders issued in accordance with paragraph above entitled "Sub-Orders". The Contractor must furnish to the City the supplies or services specified under all Sub-Order up to the maximum contract value.

Any quantities shown on the Proposal Pages are estimated quantities for the initial Term of the Contract and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities. The City will be obligated to pay for only quantities of Work that are performed and accepted under Sub-Orders issued by the Department.

To the extent that the completion of Work pursuant to any outstanding Sub-Orders extends beyond the term of the Contract, then the terms and conditions of the Contract shall continue to apply until all Work is completed pursuant to such Sub-Orders.

Extension Option

The City of Chicago will have the option to extend the term of this Contract for one (1) additional twelve (12) month period, beyond the initial expiration date, by notifying the Contractor in writing of the City's intention to exercise the option not less than thirty (30) days prior to the expiration of the initial contract term. Work during the subsequent twelve (12) month period will be performed in accordance with the same terms and conditions of the initial Contract, including the yearly price escalation.

Project Information

Price Escalation

The unit bid prices in the original proposal are to be valid for one (1) calendar year period following the Contract Award Date and cannot be increased during that one year period. If the initial one (1) calendar year does not end on the last day of the month, the unit bid prices in the original proposal will be valid till the last day of the last month of the initial one (1) calendar year period. The unit prices will be held for each Sub-Order for the entirety of the Sub-Order based on the executed Notice to Proceed (“NTP”) date.

If the water main work is completed within the original scheduled NTP completion dates, when the asphalt plants are closed for the winter, associated asphalt/landscaping pay items will be paid under unit prices applicable to the date in which the asphalt plant resume operations.

If the Contract is extended beyond the initial one calendar year period, the Unit Prices in the original proposal will be increased or decreased to obtain a “New Unit Price” for each bid item for each subsequent twelve (12) month period thereafter in accordance with the following formula.

New Unit Price = Original Bid Price * Price Adjustment Factor **OR** 4%, whichever is lesser.

The “Price Adjustment Factor” for each period is determined by dividing the Comparison Construction Cost Index (“CCCI”) by the Base Construction Cost Index (“BCCI”).

For the avoidance of doubt, regardless of the amount calculated in the above formula, the year over year escalation for each twelve (12) month period must not exceed a 4% increase.

The CCCI for the purposes of this section will be the Construction Cost Index (“CCI”) of the calendar month prior to the month in which price escalation begins.

The BCCI for the initial escalation is determined by adding the 12 monthly CCI indices following the date of award starting with the month of award and dividing by 12.

Each subsequent escalation the BCCI will be defined as the CCCI of the previous escalation calculation. CCI numbers are defined by the 20 City Average Construction Cost Index (base index year of 1913) as published by Engineering News Record (“ENR”), a division of the McGraw-Hill Companies.

If, during the term of the Contract, the manner in which the CCI is determined by ENR is substantially revised, including a change in the base index year, the City will make adjustment in the revised index that would produce results equivalent, as nearly possible, to those that would have been obtained if the Construction Cost Index had not been so revised. If the CCI becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to enable the City to make the adjustment, then the City will substitute for it a comparable index based upon changes in the cost of construction published by a governmental agency or, if no such index is available, then a comparable index published by a university or a recognized trade publication.

If the City exercises the Extension Option as defined above, unit prices in the Schedule of Prices will be increased or decreased, in accordance with the procedure and formula stated above for the initial

Project Information

twelve (12) month term of the Contract and for the twelve (12) month extension period authorized.

Contract Year	Escalation Adjustment Month	Base Construction Cost Index (BCCI)	Comparison Construction Cost Index (CCCI)
Option Yr. 1	13 th Month After Award	Month of Award to 11 th Month After Award (12 Months Total)	12 th Month After Award

IEPA Requirements

This Contract is expected to be funded in part by a loan from the Illinois Environmental Protection Agency (IEPA). The Contract will be subject to regulations contained in the procedures for issuing loans from the Public Water Supply Loan Program or Water Pollution Control Loan Program, Davis Bacon Wage Act (29 CFR 5), Illinois American Iron and Steel requirements, and the Illinois Preference Act (30 ILCS 570), Illinois Works Jobs Program Act (30 ILCS 559/Art.20). This Project is also subject to the loan recipient's (City of Chicago's) policy regarding the increased use of small, minority, and women's businesses.

Contract provisions of the IEPA loan are included in Books 1, 2 and 3 and/or Addenda. Bidder must submit the included IEPA documents as specified in the IEPA loan requirements for the Contractor and 1st Tier Subcontractors.

Document Deposit

\$0.00 first set per bidder on CD-ROM

\$50.00 each subsequent set per bidder CD-ROM

Pre Bid Conference

A pre-bid conference will be held at the date, time and location indicated in the advertisement for bids. All interested parties are **strongly encouraged** to attend. The City may answer questions or clarify the terms of the bid documents at the conference. Written answers may be provided following the conference. Questions and requests for clarification may be submitted in writing, or may be raised at the conference; however, verbal questions and requests for clarification will be accepted only at the conference. All written questions or requests for clarification must be sent by email or through eProcurement Online Discussions, and directed to the attention of the Contract Administrator, Nancy Peshoff at Nancy.Peshoff@cityofchicago.org. The City will not accept any questions for the ten (10) day period preceding the bid opening date.

Contractor's Certification: Non-Hazardous Construction or Demolition Debris

The Contractor shall complete and submit the Contractor's Certification: Non-Hazardous Construction or Demolition Debris Form with each and every Contractor's payment request. Payment will not be processed if this form is missing or incomplete.

Project Information

Hydrant Use Permit: City of Chicago Department of Water Management Capital Project Work

As noted in Book 1, X. Coordination With Other City Departments, Paragraph A, the Contractor will be required to obtain the following permits from the City of Chicago: (1) Hydrant Use Permit, and (2) any other water permits as required by the Commissioner. The Work under this contract represents capital improvements to the water infrastructure under the City of Chicago Department of Water Managements (DWM) water facilities; as such there will be **no fee** relating to hydrant use permit for all applicable water work performed under this contract.

The Contractor shall be responsible for obtaining all other permits and associated fees from the City of Chicago and other public authorities as required in Book 1, IX. Permits and Licenses, and all other appropriate sections of the Contract.

On-Line EDS

The Bidder shall complete an online EDS prior to the bid due date. A bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the Bidders good faith efforts to complete it before the response due date and the reasons why it could not be completed.

ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

The Bidder must complete an online EDS prior to the bid opening date.

A Bidder that does not file an electronic EDS prior to the bid opening will be found non-responsive and its bid will be rejected unless a paper EDS and written justification is submitted with the bid as explained in the above paragraph.

ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Contract Insurance Requirements

CONTRACT INSURANCE REQUIREMENTS

Department of Water Management
District Four CBD Specialty Water Main Construction

A. INSURANCE REQUIRED

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services or operations related to the Contract.

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

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

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary

Contract Insurance Requirements

without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

- 3) Automobile Liability (Primary and Umbrella)
Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.
- 4) Excess/Umbrella
Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

- 5) Property Insurance/Installation Floater
If your scope of work, services, or operations involves performing a repair or replacement related to this Agreement, you or your designated subcontractor must provide All Risk Property/Installation Insurance, at replacement cost, for loss or damage to equipment, machinery, materials or supplies that are part of this Agreement with a limit of \$35,000.00 Coverages must include in-transit and off-site. The City is to be named as a loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in

Contract Insurance Requirements

compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

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

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

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

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

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

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

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

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

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

Contract Insurance Requirements

Insurance required of Subcontractors. Contractor must name Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

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

Contract Insurance Requirements

myCOI

Registration and Submittal of Certificate of Insurance through myCOI

You will receive a registration e-mail from registration@myCOItracking.com. Please follow the instructions in the e-mail to complete your registration with myCOI. Outlined within this exhibit are step by step instructions on how to register.

Contractor's organizational contact for this contract and insurance related matters as well as your insurance agent's contact information will be needed for registration.

You do not need to provide a certificate of insurance during your registration; myCOI will work with your agent using the information provided during registration to obtain the certificate of insurance directly from your agent.

Once the certificate of insurance is submitted by your agent and is approved for compliance by myCOI notification will be provided.

Please add the following e-mail addresses to your safe sender list to ensure you receive all e-mail communication from myCOI: registration@myCOItracking.com, certificaterequest@myCOIsolution.com

If you have any questions, please contact myCOI directly at 317-759-9426, Ext. 105 or via e-mail at support@myCOItracking.com.

Contract Insurance Requirements



The Vendor Registration Process

TRACKING SUCCESS

myCOI's vendor registration takes approximately five minutes to complete. You, as the vendor, will set-up your sign-in information and provide some basic contact information for your insurance agent. From here, you will not be contacted by myCOI unless your insurance agent is not responsive to our requests. This five minute registration process is intended to replace the hours of frustration vendors can experience when they are placed in the middle of communications between their insurance agent and a compliance administrator.

The screenshot shows an email from myCOI to 'Sample Company, LLC'. The email header includes the myCOI logo and the company name. The main body of the email contains the following text:

Sample Company, LLC

Please Register Today!

Your Logo Here

Demo Account has requested that you join their online certificate of insurance tracking portal.

To register, please click the link below. If you have already signed up for a company other than Demo Account, you may use the same username/password.

[Click Here to Register!](#)

You are receiving this message because your contract with Demo Account requires that you submit a Certificate of Insurance. Demo Account is using this system to make the process more efficient for all people involved, including you.

Account Setup

To register, all you need is an internet connection and less than 5 minutes. During registration, all of your insurance agent(s) contact information will be collected.

Agent Information Required:

- Name
- Address
- Phone Number
- Email Address

Benefits to You

- Certificates of insurance are collected directly from your insurance agent so that you are able to use the time you would otherwise be spending managing certificates focusing on your business.
- If your agent does not submit a compliant certificate in a timely manner, you will be notified.

Further Questions

You may visit our [Knowledge Base](#) to view frequently asked questions and other support articles. If you have a specific question, please email or call us using the contact information below.

Thank you for your participation,
Your Name
Title

myCOI | www.mycoltracking.com
(888) 662-6448 ext 105
support@mycoltracking.com

If you cannot click on the "Click Here to Register" link above, copy and paste this link into your Internet browsers address bar:
<https://secure.mycolonline.com/Communication/VendorRegistration.aspx?code=405aa2400c6641aa8f209940c5a580d>

powered by
myCOI
www.myCOITracking.com

Contract Insurance Requirements

The process begins with you receiving a registration invitation from myCOI. Selecting the “Click Here to Register” link will begin take you directly to the registration page.

The first page of the registration will ask you to set up a user name and password.

The screenshot shows the myCOI registration page. At the top, the myCOI logo is on the left, and the phone number (888) 692-6448 and a 'Get help' link are on the right. Below the header is a progress bar with four steps: 1 Registration (highlighted), 2 Contact Information, 3 Insurance Agents, and 4 Confirm Registration. The main heading is 'Please create a new account or log in'. Below this, there are two radio buttons: 'I need to create a new account with myCOI' (selected) and 'I already have an account with myCOI and want to log in with it'. To the left of the first radio button, there is a list of required information for new accounts: Agent name, Agency name, Agency address, Agency phone number, Agent email address, and Policy lines written by your agent. Below this list, there is a note: 'If you do not have the above information, you should contact your insurance agent before proceeding.' and a link 'Why am I being asked to register?'. To the right of the radio buttons, there are input fields for USERNAME, PASSWORD, and CONFIRM PASSWORD. Below these fields, there is a note: 'Password must be at least 8 characters and must contain:' followed by a list of requirements: At least 1 uppercase letter, At least 1 lowercase letter, and At least 1 number or special character (e.g. !, ?, *, etc.). At the bottom right of the form, there is a 'Next >' button. A vertical 'Help' button is on the right side of the page.

Next, you will then set a security question.

The screenshot shows the myCOI security question setup page. At the top, the myCOI logo is on the left, and the phone number (888) 692-6448 and a 'Get help' link are on the right. Below the header is a progress bar with four steps: 1 Registration, 2 Contact Information, 3 Insurance Agents, and 4 Confirm Registration (highlighted). The main heading is 'Set Your Security Question & Answer'. Below this, there is a note: 'If you should ever forget your password and need to reset it, you will be asked to provide the answer to your chosen security question.' Below the note, there is a dropdown menu labeled 'SECURITY QUESTION *'. The dropdown menu is open, showing a list of security questions: 'What was your childhood nickname?', 'What is the name of your favorite childhood friend?', 'What is your oldest sibling's birthday month and year? (e.g., January 1900)', 'What is your oldest sibling's middle name?', 'What was your childhood phone number including area code? (e.g., 000-000-0000)', 'What was the name of your first stuffed animal?', 'What was the last name of your third grade teacher?', 'What is your youngest brother's birthday month and year? (e.g., January 1900)', 'In what city or town was your first job?', and 'What is the name of a college you applied to but didn't attend?'. At the bottom left of the form, there is a '< Back' button. At the bottom right, there is a 'Next >' button. A vertical 'Help' button is on the right side of the page.

Contract Insurance Requirements

The next part of the registration will ask you to review and confirm that the contact information myCOI has on file is correct. If the information is incorrect, you will revise the information on this screen before moving forward.

Your Contact Information

This is the person from your organization to whom myCOI will send notification regarding your compliance status.

* Indicates a required field.

COMPANY NAME *

FIRST NAME *

LAST NAME *

ADDRESS 1 *

ADDRESS 2

CITY *

COUNTRY *

UNITED STATES

STATE/PROVINCE *

ALASKA

POSTAL CODE *

PHONE *

EXT:

SECONDARY PHONE

EXT:

FAX *

I DON'T HAVE A FAX NUMBER

EMAIL *

COMPANY TAX ID

YEAR COMPANY STARTED

DO YOU HAVE EMPLOYEES IN THE FOLLOWING STATES? (CHECK ALL THAT APPLY)

[WHAT'S THIS?](#)

☐ NORTH DAKOTA ☐ OHIO ☐ WASHINGTON ☐ WYOMING

Help

Next you will be asked to add your insurance agent contact information and select the policy lines the insurance agent writes for you. If you have multiple insurance agents, there is an "add another agent" button located at the bottom of the screen.

1 Registration2 Contact Information3 Insurance Agents4 Confirm Registration

Agent Contact Information

This is the person we will contact to provide certificates of insurance for the policy lines you indicate on the right. You may need to call your insurance agent to get this information.

* Indicates a required field.

AGENT NAME *

AGENCY *

ADDRESS 1 *

ADDRESS 2

CITY *

COUNTRY *

UNITED STATES

STATE/PROVINCE *

ALASKA

POSTAL CODE *

PHONE *

EXT:

ALTERNATE PHONE

EXT:

AGENCY FAX

AGENCY EMAIL *

Select the types of insurance this agent writes for you:

☒ GENERAL LIABILITY

☐ AUTOMOBILE LIABILITY

☐ UMBRELLA/EXCESS

☐ WORKERS COMPENSATION

☐ PROPERTY INSURANCE

☐ PROFESSIONAL LIABILITY

☐ POLLUTION / ENVIRONMENTAL

☐ CARGO LIABILITY

☐ LEASED EQUIPMENT

☐ RIGGER'S LIABILITY

☐ BAILEE'S CUSTOMERS GOODS

☐ INSTALLATION FLOATER

☐ WAREHOUSE LIABILITY

☐ BUILDER'S RISK

☐ STOP GAP

☐ LIQUOR LIABILITY

☐ BOILER & MACHINERY

☐ I HAVE A WORK COMP WAIVER/CLEARANCE

< Back Add Another Agent I'm Done >

Help

Contract Insurance Requirements

Once you are finished adding your insurance agent(s), click the "I'm Done" button.

Including the agent's correct email address and selecting the correct types of insurance the agent writes is critical to myCOI's success in obtaining the necessary insurance documents.

On the next screen, you will be able to confirm the information you entered for your insurance agent(s). You are able to go back and revise the information if needed. Once you have confirmed that all insurance agents have been added and all data is correct, click the "Next" button.



Review Insurance Agents

WORKERS COMP WAIVER/SELF-INSURED

If you have a Workers Compensation Waiver or are Self-Insured, you must add your personal contact information as the Agent for the related policy lines.

[Add Another Agent](#)

Name	Agency	# Lines of Coverage	Agent Type	Edit	Delete
ABC Agent	123 Agency	6	Insurance Agent		

[< Back](#)

[Next >](#)

This completes the myCOI registration process! The myCOI system will automatically reach out to your insurance agent(s), using the email address you provided during registration, to obtain a copy of the certificate of insurance and any other necessary insurance related documents.

myCOI Tracking Success.

(888) 692-6448 | [Get help](#)

1 Registration

2 Contact Information

3 Insurance Agents

4 Confirm Registration

Thank You for Registering with myCOI

What happens next?

We will contact your insurance agent(s) shortly to begin requesting certificates of insurance for Demo Account (unless you are self-insured). Please let your insurance agent(s) know that we will be emailing them from the email address CertificateRequest@myCOIsolution.com to request certificates of insurance and that their response is required in order for us to report your compliance.

If you have any further questions about this process, or would like to give us feedback, please email us at support@myCOItracking.com or call us at 888-692-6448 x105.

Does your company track Certificates of Insurance? Would you like an easier way to complete the task?
[Request a demo today!](#)

For security purposes we suggest closing your browser window.

Help

Need more help?

Our myCOI Care Team is always there for you!

[1-317-759-9426 ext 105](tel:1-317-759-9426)

support@myCOItracking.com

Contract Insurance Requirements

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____

 (City) (State) (Zip)

Specification #: _____
 RFP: _____
 Project#: _____
 Contract#: _____

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability ☐ Claims made ☐ Occurrence ☐ Premise-Operations ☐ Explosion/Collapse Underground ☐ Products ☐ Blanket Coverage ☐ Broad Form ☐ Independent Contractors ☐ Personal Injury ☐ Pollution				CSL Per Occurrence \$ _____ General \$ _____
Automobile Liability ☐ Excess Liability ☐ Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract \$ _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured City of Chicago Department of Procurement Services 121 N. LaSalle St., #806 Chicago, IL 60602	Signature of Authorized Rep.: _____ Agency/Company: _____ Address: _____ Telephone: _____

For City use only

Name of City Department requesting certificate: (Using Dept.) _____
 Address: _____ ZIP Code: _____
 Attention: _____

Proposal Pages

PROPOSAL PAGES

Proposal Pages

PROPOSAL

The undersigned proposes to construct

“TERM AGREEMENT FOR WATER MAIN CONSTRUCTION AND LEAD SERVICE LINE REPLACEMENT

District Four: CBD Water / City Wide Specialty Contract

Water Main Construction

Project No.: 23-604”

TERM AGREEMENT FOR WATER MAIN CONSTRUCTION AND LEAD SERVICE LINE REPLACEMENT: CBD / CITY WIDE SPECIALTY CONTRACT

as required by this Contract, to perform all Work required, and to provide and furnish the required performance and payment bond and all of the labor, materials, tools, equipment, expendable and otherwise, and all accessories and transportation services necessary to perform and complete the Work for “Term Agreement for Water Main Construction, District Four: CBD Water / City Wide Specialty Contract Water Main Construction-Project 23-604” to perform everything required to be performed and to provide and furnish all the labor, materials, tools and equipment, expendables and otherwise, and all accessories and transportation services necessary to perform and complete in a workmanlike manner and within the specified time the Work is required. The work includes, but is not limited to, performing all work for the installation of water main and feeder main piping, valves and basin, fire hydrants, fittings and accessories, thrust restraints; installation and or reconnection of new and existing water services; connections to existing water mains; repairs and replacement of existing prestressed concrete cylinder feeder main pipes; installation of inspection manholes, construction support for In-Line Leak Detection testing and construction support for dewatering water main inspection; installation of Carbon Fiber Reinforced Polymer lining systems; repairs to existing sewers and utilities damaged by new construction, testing and disinfection of water mains; capping and or abandonment of existing water mains; all required excavation, trenching, grading, backfilling and compaction of excavations, restoration of pavements, curbs, walkways, landscaped areas; maintenance of traffic; removal and construction of ADA ramps per CDOT requirements; and removal of all construction debris all in accordance with the Contract Documents, at the unit and lump sum prices hereinafter set forth in the Schedule of Prices; and

Further, the undersigned agrees that upon receipt of written notice of acceptance of this Proposal, he will furnish a satisfactory Performance Bond within seven (7) calendar days; and

Further, the undersigned declares that he has carefully examined the Contract Documents, Addenda (if any); that he has inspected in detail the site of the proposed Work; that he has familiarized himself with all of the conditions affecting the Contract; that he has familiarized himself as to the Work to be done and the conditions under which it must be carried out; that he understands that in making this Proposal he waives all rights to plead any misunderstanding regarding the same; and

Further, the undersigned declares that he has filled out and signed the “Economic Disclosure Statement” form and all other forms requiring Bidders' signature; and

Proposal Pages

Further, the undersigned understands that he shall be prepared to provide the satisfactory documentation to the Chief Procurement Officer relating to his performance ability and possession of necessary facilities, pecuniary resources and adequate insurance as called for in Article 6 entitled "Competency of Bidder" of the "Requirements for Bidding and Instructions for Bidders"; and

Further, the undersigned firm certifies that it is not barred from contracting with any unit of State or local government as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating; and

Further, the undersigned understands that he must show the lump sum price, and that if not so made, his Proposal may be rejected as irregular; and

Further, the undersigned understands that he must show in the Schedule of Prices the unit or lump sum price, as the case may be for which he proposes to perform each item of work, and that all extensions and the summation for the base bid amount must be made by him, and that if not so made his Proposal may be rejected as irregular; and

Further, the undersigned declares that the price stated for each item is based on the projected cost of that item at the time that the Work is to be performed, and also includes a proportionate amount of the total cost of the entire Work in full compliance with the Contract Documents and the requirements of the Commissioner and City Chief Procurement Officer, and constitutes compensation in full for performing and completing the work pertaining to said item, free of all claims, liens and charges whatsoever; and

Further, the undersigned declares that the prices herein are in compliance with all applicable laws, ordinances, regulations and codes of the Federal, State and City government having jurisdiction.

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

TIME OF COMPLETION

It is understood and agreed that TIME IS OF THE ESSENCE IN THIS CONTRACT, and the Contractor agrees to begin Work covered by each Sub-Order on the date specified in the Notice to Proceed ("NTP") for the Sub-Order and to prosecute the same with all due diligence so as to complete the Work of the Sub-Order within the number of calendar days issued with each sub-order. The date for commencement of Work will not be counted as a calendar day but each subsequent day thereafter from midnight to midnight will be counted as one (1) calendar day and the last day counted will be the day on which the Contractor must have completed and the Commissioner has accepted the substantial completion of the Work under the Sub-Order.

For work in the Central Business District ("CBD"), the Contractor must plan his working hours in order to accommodate traffic or noise restrictions, each business day unless noted otherwise in the sub-order or directed by the Commissioner. The Contractor shall not work outside of the times stated on CDOT permits. For work in the CBD, it is understood that unit price proposals are valid irrespective of the time of day or day of the week which the work is performed. In the event that

Proposal Pages

progress falls behind the approved schedule, at no fault of the Contractor, the Commissioner may permit the Contractor to increase working hours and / or extend the time of the contract if the Commissioner deems such action is necessary and warranted without additional compensation to the Contractor.

Jobsite work is not allowed on the following City Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Table A "Sub-Order Production Rates" will be used to determine the maximum amount of time to complete the sub-order. Table A sets forth the maximum amount of time allowed for the Contractor to complete the project as shown on the design drawings, which includes, but is not limited to, multiple items of work required to create a complete assembly, such as installation of a new water main. This assembly of work includes work items for permits, soil boring, waste characterization analysis, excavation, installing water pipe and fire hydrants, installing valves and valve basins, hydrostatic testing, disinfection of water main, dechlorination, reconnecting services and b-boxes as required, abandoning and capping existing water mains and unused services, backfilling all excavations, installing a concrete cap with broom finish over utility trenches, adjusting frame and grates of utility structures, removal and construction of ADA ramps per CDOT requirements, milling existing pavement, installing new pavement, pavement markings, fixing concrete curbs and walks, and restoring landscaping in parkway areas and curing times required for installed materials.

Table A
Sub-Order Production Rates for Central Business District Work

Length of Water Main	Maximum Completion Time (Calendar Days)	
	Water Main Construction ¹	Restoration ²
0 – 1500 Linear Feet (LF)	60	30
1501 – 2500 Linear Feet (LF)	80	30
2501 Linear Feet (LF) or Greater	90	30

¹ Water Main construction is defined as, but not limited to, permitting, soil borings, waste characterization, the installation of all pipe, connection of services, completion of flushing and testing, final connection and concrete base.

² Restoration is defined as, but not limited to, the completion of pavement restoration, ADA ramps, landscaping and pavement markings.

Water Main Construction: Water Main construction work completion time begins on the specified start date in the Sub-Order Notice to Proceed and ends on the date when the new water main is approved for service.

Substantial Completion: Restoration work completion time begins on the calendar day after the date of concrete cap completion, and ends on the date when all Restoration work is completed to the satisfaction of the Commissioner. This is the date of Substantial Completion.

Final Completion: Final punchlist work completion time begins on the calendar day after the date of Substantial Completion and ends when all final punchlist work is completed to the

Proposal Pages

satisfaction of the Commissioner. This is the date of Final Completion. All Warranties begin on the calendar day after the date of Final Completion.

Warranties: You (Contractor) shall warrant all Work furnished under this Contract against defective materials and workmanship, improper performance and non-compliance with the Contract for a period of one year after the date of Final Completion and Acceptance of the Work (“Warranty Period”), except as otherwise specifically stated in other parts of the Contract or within such longer periods of time as may be provided by law or by the manufacturer, which periods will then become the Warranty Period as applicable. Your warranty will be in addition to any Manufacturers’ Warranties.

WINTER SEASONAL SUSPENSION OF RESTORATION WORK

The Commissioner has authority to suspend certain restoration aspects of the Work wholly, or in part, for such period of time as the Commissioner may deem necessary due to winter seasonal conditions or restrictions directly or indirectly related to the restoration Work. The following Work is subject to such winter seasonal conditions or restrictions: all Hot Mix Asphalt paving, ADA ramp installation, pavement markings, and landscaping. No other Work shall be considered subject to suspension due to winter seasonal conditions generally, but other such aspects of the Work remain subject to Suspension under XI.H SCHEDULE of Book 1.

All restoration Work suspended for winter seasonal conditions or restrictions shall be completed at a later date agreed to by the Commissioner and the Contractor in writing.

All sites will be secured and protected to the satisfaction of the Commissioner. No additional compensation will be paid to you because of any costs caused by the suspension of restoration Work, including securing and protecting the site.

LIQUIDATED DAMAGES

Failure of the Contractor to complete the Work of each Sub-Order under this Contract within the specified completion time will result in the incurrence by the City of additional costs associated with construction management and engineering activities, including but not limited to supervision and inspection, together with other tangible and intangible extended costs. Therefore, if any work shall remain uncompleted after the time specified for the completion of the work of the Sub-Order, or after any authorized extension of the Sub-Order or after any authorized extension of such stipulated time, the Contractor must pay to the City the sum listed below for each and every full or partial calendar day that such work remains incomplete, and such moneys will be paid as liquidated damages, not a penalty, to partially cover costs and losses by the City.

For failure to complete the Work within the specified time, for each Sub-Order, or as otherwise directed by the Commissioner, the liquidated damages will be in accordance with the following schedule:

Proposal Pages

Table B. Schedule of Liquidated Damages

Water Main Construction Work	Individual Lead Service Replacement	Complete Block LS Replacement	Restoration Work	Punch List Work ¹	Record Drawing Submittal ²
\$800 / day	\$20 / day	\$250 / day	\$500 / day	\$250 / day	\$50 / day

Individual Water Shut-off (per house)
\$300 / hour that the home is left without temporary water service

¹ Punch List as defined in Book 1.

² Record drawings to be submitted within 30 days of final connection completion.

The City shall recover said liquidated damages by deducting the amount thereof out of any moneys due or that may become due, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due.

Nothing herein contained shall be construed as limiting the right of the City to recover from the Contractor any and all amounts due or to become due, and any and all costs and expenses sustained by the City for improper performance hereunder, repudiation of the Contract by the Contractor, failure to perform or breach or breaches in any other respect, including but not limited to defective workmanship or materials.

The date for commencement of work will not be counted as a calendar day but each subsequent day thereafter from midnight to midnight will be counted as one calendar day and the last day counted will be the day on which the Contractor shall have completed and the Commissioner shall have accepted the entire work under this Contract.

Work Plan Submittal

After the bid opening, the apparent low bidder shall submit a detailed work plan to show how the work will be completed. This plan will include a month by month forecast of water main crews, service transfer crews, and monthly pipe installation totals. It is anticipated, but not guaranteed that projects totaling approximately 1 mile of grid water main pipe and approximately 1 mile of feeder main will be issued each calendar year.

TRAFFIC CONTROL DEFICIENCIES

It is understood that traffic control is of the utmost importance to safety and general well-being of the public. Failure of the Contractor to maintain any and all items that are considered traffic control and for the general safety of the public under this Contract within 24 hours of the specified notification of deficiencies will result in the incurrence by the City of additional construction and engineering costs. Therefore, if any traffic control deficiencies are not corrected within 24 hours after the contractor has received notification of deficiencies, the Contractor shall pay to the City the sum listed below for each and every day that such deficiencies remain uncorrected, and such moneys shall be paid as liquidated damages, not a penalty, to partially cover costs and losses by the City.

Proposal Pages

Traffic Control Liquidated Damages: \$1000 per calendar day until the correction of deficiency.

The City shall recover said liquidated damages by deducting the amount thereof out of any moneys due or that may become due, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due.

UNIT PRICES

Unit prices will be used to determine the amount to ADD TO or DEDUCT FROM contract price for any properly authorized additional or omitted work. Unit prices shall be inclusive of the cost of materials, work, layout, drafting, balancing and testing, tools and sundries, overhead and profit, supervision and any and all other costs of whatsoever nature in connection therewith for work in place and accepted or omitted as the case may be. The calculation for determining the number of units of work shall be actual surface, volume, length, hours and number of individual items listed for the class of work complete in place and accepted or omitted. No allowance for waste, loss, breakage, damage or difficulties shall be made.

Unit Schedule of Prices for all applicable materials related to the Work under this Contract shall be inserted in the spaces provided, in this proposal.

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the Line Items, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error. The Bidder must bid all line items set forth on the Proposal Pages, except to the extent that the Specifications expressly allows otherwise. In the event that a comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error or other discrepancy, the Unit Price will prevail.

Proposal Pages

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Proposal Pages

SCHEDULE OF PRICES

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
100	Mobilization / Job Set Up	LS	1		
101a	Traffic Control - Residential Street	EA	3		
101b	Traffic Control - Collector, Secondary Arterial and Primary Arterial Streets	EA	4		
102	Televised Inspection of Sewers and Sewer Structures	LF	310		
110a	Additional Trench Excavation (Within Trench Neat Lines) 8 to 12 feet from Ground Level	CY	50		
110b	Additional Trench Excavation (Within Trench Neat Lines) 12 to 16 feet from Ground Level	CY	20		
111a	Streetcar Track and Tie Removal –With Jumper Cable	LF	230		
111b	Streetcar Track and Tie Removal –Without Jumper Cable	LF	450		
112	Rock Excavation	CY	70		
113	Test Hole	EA	50		
120a	Water Main Installed in Open Cut – 8-Inch	LF	2,500		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
120b	Water Main Installed in Open Cut – 12- Inch	LF	2,000		
120c	Water Main Installed in Open Cut – 16- Inch	LF	500		
120d	Water Main Installed in Open Cut – 24- Inch	LF	2,000		
120e	Water Main Installed in Open Cut – 30-Inch to 36- Inch	LF	1,500		
120f	Water Main Installed in Open Cut – 42 Inch to 48- Inch	LF	500		
120g	Water Main Installed in Open Cut – 60- Inch (Ductile Iron or PCCP)	LF	250		
120h	Water Main (Restrained Joint) Installed in Open Cut – 8- Inch	LF	500		
120i	Water Main (Restrained Joint) Installed in Open Cut – 12- Inch	LF	500		
120j	Water Main (Restrained Joint) Installed in Open Cut – 16- Inch	LF	250		
120k	Water Main (Restrained Joint) Installed in Open Cut – 24- Inch	LF	200		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
120l	Water Main (Restrained Joint) Installed in Open Cut – 30- Inch to 36- Inch	LF	200		
120m	Water Main (Restrained Joint) Installed in Open Cut – 42 Inch to 48- Inch	LF	100		
120n	Water Main (Restrained Joint) Installed in Open Cut – 60- Inch	LF	100		
121a	Valve Installation – 8-Inch	EA	5		
121b	Valve Installation – 12-Inch	EA	4		
121c	Valve Installation – 16-Inch	EA	2		
121d	Butterfly Valve Installation - 24-Inch	EA	4		
121e	Butterfly Valve Installation - 36-Inch	EA	4		
121f	Butterfly Valve Installation - 48-Inch	EA	2		
121g	Butterfly Valve Installation - 54-Inch	EA	2		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
122a	Resilient Wedge Valve – 8-Inch	EA	3		
122b	Resilient Wedge Valve – 12-Inch	EA	3		
122c	Resilient Wedge Valve – 16-Inch	EA	1		
123a	Hydrant Installation	EA	25		
123b	High Rise Hydrant Installation (< 40 Feet)	EA	3		
123c	High Rise Hydrant Installation (Additive for height > 40 Feet)	EA	1		
123d	High Rise Hydrant Installation (Additive for height > 80 Feet)	EA	1		
124a	8-Inch Side Connection to 16-Inch and Smaller Water Main	EA	3		
124b	12-Inch Side Connection to 16-Inch and Smaller Water Main	EA	1		
124c	16-Inch Side Connection to 16-Inch and Smaller Water Main	EA	1		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
124d	12-Inch Side Connection to 24-Inch to 30-Inch Water Main	EA	2		
124e	12-Inch Side Connection to 36-Inch to 48-Inch Water Main	EA	2		
124f	16-Inch Side Connection to 24-Inch to 30-Inch Water Main	EA	2		
124g	16-Inch Side Connection to 36-Inch to 48-Inch Water Main	EA	2		
125a	12-Inch and Smaller Fittings (Inside the CBD) - Not Shown on Drawings	LB	850		
125b	16-Inch and Larger Fittings (Inside the CBD) - Not Shown on Drawings	LB	850		
125c	12-Inch and Smaller Fittings (Outside the CBD) - Not Shown on Drawings	LB	2,500		
125d	16-Inch and Larger Fittings (Outside the CBD) - Not Shown on Drawings	LB	2,500		
126a	Test Tap and Basin on CI or DI Pipe	EA	3		
126b	Test Tap and Basin on PCCP	EA	2		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
127a	Insulation of Water Main	LF	150		
127b	Insulation of Water Service	LF	400		
128a	Install 8-Inch D.I. Restrained Joint Water Main Within 20-Inch Casing Pipe By Jacking and Boring	LF	70		
128b	Install 12-Inch D.I. Restrained Joint Water Main Within 24-Inch Casing Pipe By Jacking and Boring	LF	90		
129a	Replacement of Existing Sewer with Ductile Iron Pipe, 6-Inch Dia.	LF	1,100		
129b	Replacement of Existing Sewer with Ductile Iron Pipe, 8-Inch Dia.	LF	960		
129c	Replacement of Existing Sewer with Ductile Iron Pipe, 10 to 12-Inch Dia.	LF	100		
129d	Replacement of Existing Sewer with Ductile Iron Pipe, 15 to 16-Inch Dia.	LF	100		
129e	Replacement of Existing Sewer with Ductile Iron Pipe, 18-Inch Dia.	LF	100		
129f	Replacement of Existing Sewer with Ductile Iron Pipe, 24-Inch Dia.	LF	50		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
130a	Replace Existing Roundway (1-Inch) and Shut-Off Box	EA	2		
130b	Replace Existing Roundway (1 ½ - to 2-Inch) and Shut-Off Box	EA	2		
130c	Replace Existing Shut-Off Box	EA	3		
130d	Replace Existing Valve Box	EA	3		
130e	Upgrade Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (4 to 6-Inch)	EA	2		
130f	Upgrade Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (8 to 12-Inch)	EA	2		
130g	Construct New Valve Basin	EA	2		
135	Water Main Quality PVC Drain Connection 6-Inch by Pipe Bursting	LF	100		
140a	8" Tee Connection to 16" and Smaller Water Main	EA	2		
140b	12" Tee Connection to 16" and Smaller Water Main	EA	2		
140c	16" Tee Connection to 16" and Smaller Water Main	EA	2		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
140d	8" Tee Connection to 24-36-Inch Water Main	EA	2		
140e	12" Tee Connection to 24-36-Inch Water Main	EA	2		
140f	16" Tee Connection to 24-36-Inch Water Main	EA	2		
141a	8-Inch Connection to Existing Fitting or Pipe	EA	3		
141b	12-Inch Connection to Existing Fitting or Pipe	EA	3		
141c	16-Inch Connection to Existing Fitting or Pipe	EA	1		
141d	24-Inch Connection to Existing Fitting or Pipe	EA	4		
141e	30 Inch to 36-Inch Connection to Existing Fitting or Pipe	EA	4		
141f	42 Inch to 48-Inch Connection to Existing Fitting or Pipe	EA	2		
141g	60-Inch Connection to Existing Fitting or Pipe	EA	2		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
142	8-Inch or 12-Inch Pressure Connection to 16-Inch and Smaller C.I. or D.I. Water Main	EA	2		
143a	New Exterior Water Service, from the Water Main to the Roundway, Trenchless (1-inch)	LF	150		
143b	New Exterior Water Service, from the Water Main to the Roundway, Open Cut (1-inch)	LF	600		
143c	New Exterior Water Service, from the Water Main to the Roundway, Trenchless (1-1/2 to 2-inch)	LF	150		
143d	New Exterior Water Service, from the Water Main to the Roundway, Open Cut (1-1/2 to 2-inch)	LF	600		
143e	New Exterior Water Service, from the Roundway into the Building, Trenchless (1-inch)	LF	75		
143f	New Exterior Water Service, from the Roundway into the Building, Open Cut (1-inch)	LF	300		
143g	New Exterior Water Service, from the Roundway into the Building, Trenchless (1-1/2 to 2-inch)	LF	75		
143h	New Exterior Water Service, from the Roundway into the Building, Open Cut (1-1/2 to 2-inch)	LF	300		
143i	Extra Copper Interior Water Service (1-inch)	LF	250		
143j	Extra Copper Interior Water Service (1-1/2 to 2-inch)	LF	250		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
143k	Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Copper Service (1-inch)	EA	5		
143l	Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Copper Service (1-1/2 to 2-inch)	EA	10		
143m	Water Service: Resilient Wedge Valve and Reconnect Existing Service (3 to 6-inch)	EA	10		
143n	Water Service: Resilient Wedge Valve and Reconnect Existing Service (8 to 12-inch)	EA	8		
143o	Water Service Pipe: Type K Copper (1-inch) – Open Cut	LF	30		
143p	Water Service Pipe: Type K Copper (1-1/2 to 2-inch) – Open Cut	LF	60		
143q	Water Service Pipe: Ductile Iron (4-inch) – Open Cut	LF	70		
143r	Water Service Pipe: Ductile Iron (6-inch) – Open Cut	LF	70		
143s	Outside Meter Installation in Vault	EA	3		
144a	8-Inch or 12-Inch Connection to 24-Inch to 30 Inch: Remove and Replace Existing Tapping Connection Sleeve	EA	2		
144b	8-Inch or 12-Inch Connection to 36-Inch to 42 Inch: Remove and Replace Existing Tapping Connection Sleeve	EA	2		
144c	8-Inch or 12-Inch Connection to 48-Inch: Remove and Replace Existing Tapping Connection Sleeve	EA	2		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
150	Removal of Existing Fire Hydrant (Abandoned Water Main)	EA	30		
151	Abandonment of Existing Valve and Basin	EA	15		
152a	Abandonment of Existing Unused Water Service (Smaller than 3-Inch)	EA	4		
152b	Abandonment of Existing Unused Water Service (3-Inch and Larger)	EA	4		
153a	Water Main Abandonment (Cut and Cap, or Plug Existing Water Main)	EA	3		
153b	Water Main Abandonment (Remove Existing Fitting and Reconnect)	EA	3		
160a	Special Soils Waste Excavation and Disposal	CY	2,300		
160b	Waste Characterization Analysis	EA	7		
160c	Soil Boring Mobilization & Sampling	EA	7		
161a	Nitrile Gaskets for 4-Inch Pipe	EA	5		
161b	Nitrile Gaskets for 6-Inch Pipe	EA	5		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
161c	Nitrile Gaskets for 8-Inch Pipe	EA	50		
161d	Nitrile Gaskets for 12-Inch Pipe	EA	50		
161e	Nitrile Gaskets for 16-Inch Pipe	EA	17		
170a	Cut-In Inspection Manhole Assembly: 30-Inch to 36-Inch Pipe	EA	2		
170b	Cut-In Inspection Manhole Assembly: 42-Inch Pipe	EA	2		
170c	Cut-In Inspection Manhole Assembly: 48-Inch Pipe	EA	2		
170d	Cut-In Inspection Manhole Assembly: 54-Inch Pipe	EA	2		
170e	Cut-In Inspection Manhole Assembly: 60-Inch Pipe	EA	2		
171	Tapped Inspection Manhole Assembly: (54 or 60-Inch) x 24-Inch	EA	2		
172	Blow-Off Valve Assembly	EA	2		
173a	Carbon Fiber Repair of Water Mains - 36 to 48-Inch Diameter	SF	6,000		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
173b	Carbon Fiber Repair of Water Mains - 54 to 60-Inch Diameter	SF	10,000		
180a	Repair Pre-Existing Service Leak on Live Services smaller than 3-Inch	EA	5		
180b	Repair Pre-Existing Services Leak on Live Services 3-Inch and above	EA	5		
181a	Dewatering Services - Weekday Crew 8 Hour Day	DAY	20		
181b	Dewatering Services - Weekday Crew per Hour of OT or Saturday Crew per Hour of OT (4 hour minimum; 1.5 x Base Rate)	HR	60		
181c	Dewatering Services - Sunday Crew per Hour (4 hour minimum; 2 x Base Rate)	HR	60		
190	Dechlorination	LF	11,000		
191a	PVC Casing Pipe, 2-Inch to 3-Inch Diameter	LF	200		
191b	PVC Casing Pipe, 10-Inch to 12-Inch Diameter	LF	10		
191c	PVC Casing Pipe, 14-Inch Diameter	LF	50		
191d	PVC Casing Pipe, 20-Inch to 24-inch Diameter	LF	50		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
210b	Sub-Base Granular Material, CA-6 Type "B", 6-Inch	SY	2000		
211	Flowable fill Backfill / Controlled Low Strength Material (CLSM)	CY	50		
220b	Portland Cement Concrete Base Course (Class PV High Early Strength)	CY	4,000		
221a	Concrete Curb and Gutter and Curb Type B Removal	LF	1,000		
221b	Concrete Combination Curb and Gutter	LF	2,000		
221c	Concrete Curb, Type "B"	LF	250		
222a	Portland Cement Concrete Sidewalk – 5-Inch, Including Keystone and Flares	SF	4,000		
222b	Sidewalk / Driveway Removal to proposed Sub-grade	SF	1,000		
222c	Portland Cement Concrete ADA Ramps, 5-Inch	SF	1,200		
222d	Portland Cement Concrete ADA Ramps, 8-Inch (Example: signalized intersections)	SF	400		
222e	Detectable Warning Tiles, Cast Iron (Linear and Radial Tiles)	SF	150		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
222f	Portland Cement Concrete Sidewalk, 5-Inch, Patterned and Colored	SF	90		
223	Portland Cement Concrete Driveway and Alley Pavement, 8-Inch (Class PV, High Early Strength)	SY	300		
224a	Portland Cement Concrete Pavement (Class PV, High Early Strength)	CY	200		
224b	Bus Pads (Class PV, High Early Strength)	CY	200		
225	Furnish and Install Dowel Bars and Tie Bars	EA	5,500		
226	Winter Protection of New Concrete	SY	1,600		
227	Removal of Existing Pavement (Outside of Trench Neat Lines)	SY	90		
230a	Adjustment of Sewer Manhole, Catch Basin, Valve Basin or Inlet, (per EA)	EA	7		
230b	Reconstruction of Manhole, Catch Basin, Valve Basin or Inlet, (per VLF)	VLF	11		
230c	Build New Catch Basin including Frame and Grates, (per EA)	EA	12		
230d	Build New Inlet including Frame and Grates, (per EA)	EA	6		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
231	Expose Buried Valve Basin and Adjust to Grade	EA	2		
232a	Adjustment of Buried Shut-Off Box	EA	2		
232b	Adjustment of Buried Valve Box	EA	2		
240a	Hot-Mix Asphalt Surface Removal, Up to 2-1/2-Inch (Cold Milling)	SY	4,000		
240b	Hot-Mix Asphalt Surface Removal, greater than 2-1/2-Inch and Up to 5-Inch (Cold Milling)	SY	25,000		
240c	Hot-Mix Asphalt Surface and Concrete Pavement Removal (Combination) 3-Inch and Under (Cold Milling)	SY	13,000		
241b	Hot-Mix Asphalt Surface Course, IL-9.5LH, Mix "C", N30	TON	400		
241c	Hot-Mix Asphalt Surface Course, IL-9.5LH, Mix "D", N50	TON	1,600		
241d	Hot-Mix Asphalt Surface Course, Mix "D", N70	TON	1,600		
241e	Polymerized Hot-Mix Asphalt Surface Course, Mix "E", N70	TON	700		
241f	Hot-Mix Asphalt Binder Course, IL-19, N50	TON	150		

Proposal Pages

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
241h	Hot-Mix Asphalt Leveling Binder (Machine Method), N30	TON	120		
241i	Hot-Mix Asphalt Leveling Binder (Machine Method), N50	TON	150		
241j	Hot-Mix Asphalt Leveling Binder (Machine Method), N70	TON	150		
241k	Polymerized Leveling Binder (Machine Method), IL-4.75, N50	TON	60		
241l	Hot-Mix Asphalt Surface Course (Hand Method)	TON	50		
250	Speed Hump	LF	50		
251a	Thermoplastic Pavement Marking – 4-Inch Line	LF	1,000		
251b	Thermoplastic Pavement Marking – 6-Inch Line	LF	1,500		
251c	Thermoplastic Pavement Marking – 24-Inch Line	LF	1,000		
251d	Thermoplastic Pavement Markings, Thermoplastic Letters and Symbols	SF	500		
251e	Pavement Markings Tape for Bicycle Symbols and Arrows	SF	600		

Schedule of Prices

SCHEDULE OF PRICES TERM AGREEMENT FOR WATER MAIN CONSTRUCTION CENTRAL BUSINESS DISTRICT Project No. 23-604					
Bid Item No.	Description (See Book 3 for details on each Item)	Unit of Measure	Estimated Quantity	Unit Price (in figures)	Total Price (in figures) (Estimate of Quantities x Unit Price)
260a	Landscape Restoration – Hydro-Seeding	SY	200		
260b	Additional Landscape Restoration Allowance	Allowance	1	\$200,000	\$200,000
270a	Brick / Paver Removal and Salvaging	SF	150		
270b	Brick / Paver Resetting	SF	150		
270c	Additional Brick Pavers	SF	150		
271	Preformed Thermoplastic Crosswalk Surfacing System	SF	500		
290a	Temporary Stair Installation and Removal, <7' Wide Treads	LF	100		
290b	Temporary Stair Installation and Removal, 7' to <12' Wide Treads	LF	100		
TOTAL BASE BID (Sum of extended Prices – In Figures, Dollars and Cents.)					

SECTION TWO

Requirements for Bidding and Instructions for Bidders

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS

Contract for Work

Proposals are received by the Chief Procurement Officer of the City of Chicago in accordance with Contract Documents as set forth herein.

1. Examination by Bidder

The bidder shall, before submitting its bid, carefully examine the proposal, plans, specifications, contract documents and bonds. The bidder shall inspect in detail the site of the proposed work and familiarize itself with all of the local conditions affecting the contract and the detailed requirements of construction. If at any time prior to the bid opening, the Bidder discovers any errors, discrepancies or omissions in the Contract Documents, or any discrepancy between the Contract Documents and the physical conditions at the site or in any subsequent drawings that may be provided thereafter, the Bidder must notify the Chief Procurement Officer immediately, in writing, for an interpretation through an Addendum. The Chief Procurement Officer reserves the right to establish a date by which any written request must be submitted before bid opening. No response will be given for inquiries beyond that date. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. The City will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The City assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

2. Bid Deposit

Bid deposit shall be required for all competitive sealed bidding for contracts when required in the legal advertisement. The bid deposit must be a bond, or the equivalent in cashier's check, money order or certified check. Any bond must be executed by a surety authorized to do business in the State of Illinois. And, it must be in the form provided by the Chief Procurement Officer, an example of which is bound herein. All certified checks must be drawn on a bank doing business in the United States, and shall be made payable to the order of the City of Chicago. CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.

Bid deposits shall be in the amount shown in the advertisement or as may be prescribed herein, but not in excess of 10% of the bid. Should the amount of the bid deposit shown in the advertisement prove to be more than 10% of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to 10% of his bid. When the legal advertisement requires a deposit, noncompliance requires rejection of the bid. Compliance with the provisions

Requirements for Bidding and Instructions for Bidders

herewith shall be determined in all cases by the Chief Procurement Officer and his determination shall be final.

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

3. Preparation of Proposal

The bidder shall prepare its proposal on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary must execute the bid and the corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

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

If bidder is a sole proprietorship, the sole proprietorship must execute the bid. A “Partnership”, “Joint Venture” or “Sole Proprietorship” operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805ILCS 405 (1992).

4. Submission of Proposals

All prospective bidders shall submit sealed proposals with applicable bid deposit attached through the City’s iSupplier system.

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

5. Withdrawal of Proposals

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, due to the length of time that may be required for IEPA approval of any contract resulting from this solicitation, the bidder shall not withdraw or cancel or modify its proposal for a period of 180 calendar days

Requirements for Bidding and Instructions for Bidders

after said advertised closing time for the receipt of proposals nor shall the successful bidder withdraw or cancel or modify his proposal after having been notified by the Chief Procurement Officer that said proposal has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its proposal prior to the stated period for acceptance of proposal.

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

6. Competency of Bidder

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

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

7. [Intentionally Omitted]

8. Consideration of Proposals

The Chief Procurement Officer represents and acts for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action. The proposal is contained in these contract documents and **MUST BE SUBMITTED AS A PDF ATTACHMENT** by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

9. Balanced Bids

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

10. Acceptance of Proposals

The Chief Procurement Officer will accept in writing one of the proposals or reject all proposals within 180 calendar days where approval by IEPA is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

11. Performance Bond

When required by the Chief Procurement Officer the successful bidder or bidders shall, within seven (7) calendar days of receipt of notice from the City, furnish a performance bond that is equal to the full amount of the contract on Form P.W.O. 62, a specimen of which is bound herein.

Requirements for Bidding and Instructions for Bidders

Receipt of written notice from the City to furnish a bond constitutes tentative notice of pending award and proposal acceptance. Release of the contract shall be withheld pending receipt and approval of a satisfactory bond.

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

12. Failure to Furnish Bond

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

13. Interpretation of Contract Documents

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, a written request for an interpretation thereof may be submitted to the Chief Procurement Officer. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Chief Procurement Officer. A copy of such addendum will be mailed, faxed, electronically mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued in space provided on proposal page. Oral explanations will not be binding.

14. Catalogs

Each bidder must submit, where necessary, or when requested by the Chief Procurement Officer, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work he proposes to furnish.

15. Substitution

The Bidder must, if awarded the Contract, provide the items specified in the Contract Documents when those items are specified by manufacturer's trade name in Book-Three, unless equivalent alternatives have been proposed as described below. Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory. The Bidder may bid another product(s) provided that the alternative product is on a separate sheet of paper designated as such and is supported by the type of information listed in Section VII.D.1.a.,b.,e.,g.,h., and Section VII.D.2., of the Terms and Conditions for Construction, in order to facilitate the Chief Procurement Officer's evaluation of such product. The Chief Procurement Officer may, in his sole discretion, accept an alternate bid for a specified item, provided the alternate item so bid is, in the Chief Procurement Officer's sole opinion, the equivalent of the item specified in the Contract Documents. An alternate that is not equivalent to the specified item may render the bid non-responsive. Unless the alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the Contract Documents. No substitution of specified items will be allowed thereafter except as provided in Section VII.D.2., of the Terms and Conditions for Construction.

16. Return of Bid Deposit

Requirements for Bidding and Instructions for Bidders

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

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

17. Taxes

With few exceptions, Federal Excise Tax does not apply to materials purchased by the City of Chicago. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax also do not apply to materials or services purchased by the City of Chicago. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall agree with all Federal Laws and Regulations.

18. Contractor's Financial Statement

Each bidder must either (1) submit with the bid a current and valid Illinois Department of Transportation (IDOT) 'Certificate of Eligibility' issued by IDOT as a result of filing an application with IDOT for PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION showing prequalification in the required work categories, or (2) if the bidder has not been issued an applicable IDOT 'Certificate of Eligibility,' bidder must have on file in the office of the Chief Procurement Officer prior to bid opening a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION dated not earlier than the end of the Contractor's last fiscal year period. This Statement shall be kept on file by the Chief Procurement Officer as a representative statement for a period of one year only. Forms are available at the office of the Bid and Bond Section, DEPARTMENT OF PROCUREMENT SERVICES, Room 103 City Hall, 121 North LaSalle Street, Chicago, Illinois, 60602, 312-744-9773 or may be obtained online:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/forms_and_standardagreements.html

Failure to submit an IDOT 'Certificate of Eligibility' or alternatively to have a current financial statement on file in the DEPARTMENT OF PROCUREMENT SERVICES at time of bid opening may be cause for the rejection of Contractor's Proposal.

19. Notices

All communications and notices to the City herein provided for shall be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using department by name and address listed on the cover hereof, and to the Chief

Requirements for Bidding and Instructions for Bidders

Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602. All communications and notices to the bidder, unless otherwise provided for, shall be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the proposal hereof.

20. Acknowledgment of Receipt of Addenda

The bidder must acknowledge the receipt of all formally issued addenda in the space provided on the signature pages of the Proposal.

21. Economic Disclosure Statement and Affidavit (EDS)

The Contractor is required to complete an online Economic Disclosure Statement and Affidavit, (EDS), including the Disclosure of Retained Parties as required by Executive Order 97-1 prior to the bid due date. Refusal to execute such disclosure will result in the CPO declaring the bidder non-responsible and the City retaining the bid deposit. Moreover, if a bidder is deemed- non responsible under this provision, the bidder's status as a non-responsible bidder may apply to the bidders subsequent bids. See the attached instructions for completing the on-line EDS: The web link for the on-line EDS is:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html.

The Contractor or each joint venture partner shall be required to submit with their bid, proposal or response, a fully executed Economic Disclosure Statement and Affidavit, which includes a Disclosure for Retained Parties, on the form attached herein, signed by an authorized officer of the company before a notary which includes a certification that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors have not been engaged in or been convicted of bidrigging or bid-rotating activities as defined in the Economic Disclosure Statement and Affidavit. The certification is required in accordance with the Illinois Criminal Code.

22. Minority Business Enterprise Commitment, Women Business Enterprise Commitment, and Veteran-owned Enterprise Business Commitment

The attention of bidders is directed to the Special Conditions Regarding Minority-owned Business Enterprise, Women-owned Business Enterprise, and Veteran-owned Business Enterprise Commitment and the Proposal Schedules that precede the Proposal form. If awarded the Contract, the bidder agrees to expend at least the percentage of the contract price indicated on bidder's Proposal Schedules for participation by bona fide Minority-owned Business Enterprises, Women-owned Business Enterprises, and Veteran-owned Business Enterprises. Appropriate Schedules must be completed and executed by the bidder in submitting a proposal. Refer to Book 1.

23. Protests

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall, 121 North LaSalle Street, Room 806, Chicago, Illinois 60602. A pre-bid protest must be filed no later than the five (5) working days before the bid opening date, a pre-award protest must be filed no later than 10 working days after the bid opening date, and a post-award protest must be filed no later than 10 working days after the award of the contract. More detailed rules regarding the submission of bid protests can be found on DPS' website.

Requirements for Bidding and Instructions for Bidders

All protests or claims must set forth the name and address of the protester, the specification number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Chief Procurement Officer take.

Copies of the Bid Protest Procedures are available at the Bid and Bond Room.

24. Intentionally Omitted.

25. Prevailing Wage Rates

When engaged in construction of a “public work,” within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”), the Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly wages plus fringe benefits) in the county where the work is performed.

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: www.state.il.us/agency/idol/rates/rates.HTM. All Contractors and Subcontractors rendering services under a Contract for the construction of a public work must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

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

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

26. Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, business enterprises owned by disadvantaged individuals will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Requirements for Bidding and Instructions for Bidders

27. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

In accordance with Section 2-92-612, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the “Sexual Harassment Policy Affidavit” included in Book 2) that Bidder has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Bidder shall include its “Sexual Harassment Policy Affidavit” with its bid submission.

28. Policy Regarding Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

In accordance with Section 2-92-385 of the Municipal Code of Chicago, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in Appendix C to Bidder’s Economic Disclosure Statement) that Bidder has a written policy (i) against screening job applicants based on their wage or salary history and (ii) seeking an applicant’s wage or salary history.

Licensing of General Contractors

LICENSING OF GENERAL CONTRACTORS

Please refer to section 4—36 of the Municipal Code of Chicago for licensing requirements for general contractors.

AFFIDAVIT OF UNCOMPLETED WORK

(Complete this form by either typing or using black ink.)

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
PROJECT							
CONTRACT WITH							
ESTIMATED COMPLETION DATE							
TOTAL CONTRACT PRICE							TOTAL
UNCOMPLETED DOLLAR VALUE							

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form.

In a joint venture, list only that portion of the work to be done by your company.

							TOTALS
EXCAVATING & GRADING							
PCC BASE, C&G PAVING							
BIT CONCRETE PAVING							
STABILIZED BASE (BAM, CAM, PAM)							
AGGREGATE BASE AND FILL							
FOUNDATION (CAISSON & PILE)							
HIGHWAY STRUCTURES							
SEWER & DRAIN STRUCTURES							
PAINTING							
PAVEMENT MARKING							
SIGNING							
LANDSCAPING							
DEMOLITION							
FENCING							

AFFIDAVIT OF UNCOMPLETED WORK

		1	2	3	4	5	Awards Pending
OTHERS (LIST)							
STRUCT. STEEL (BLDG. CONST.)							
ORNAMENTAL STEEL (BLDG. CONST.)							
MISCELLANEOUS CONCRETE							
FIREPROOFING							
MASONRY							
H.V.A.C.							
MECHANICAL							
ELECTRICAL							
PLUMBING							
ROOFING & SHEET METAL							
FLOORING & TILE WORK							
DRYWALL AND PLASTER WORK							
CEILING CONST.							
HOLLOW METAL AND HARDWARE							
GLAZING AND CAULKING							
MISCELLANEOUS ARCH. WORK							
OTHERS (LIST)							
TOTALS							

REMARKS: _____

AFFIDAVIT OF UNCOMPLETED WORK

PART III. WORK SUBCONTRACTED TO OTHERS. List below the work, according to each contract on the preceding page, which you have a subcontracted to others. **DO NOT** include work to be performed by another prime contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE.

	1	2	3	4	5
SUBCONTRACTOR					
TYPE O F WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

AFFIDAVIT OF UNCOMPLETED WORK

	1	2	3	4	5
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

I, being duly sworn do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Subscribed and sworn to before me Signed _____
this _____ day of _____ 20____ Company _____
Address _____

My commission expires _____

State of _____

County of _____

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____
as President (or other authorized officer) and _____ as Secretary of _____
(Corporation Name).
(Seal)

Notary Public Signature
Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No. 1258048A** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

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

NAME OF CORPORATION: _____

(Print or Type)

SIGNATURE OF PRESIDENT*:
(Or Authorized Officer) _____

(Signature)

TITLE OF SIGNATORY: _____

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President or Chief Executive Officer, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation. If this documentation is not provided with the bid, it may be requested by the bidder for bid evaluation purposes.

ATTEST: _____

(Corporate Secretary Signature)

(Affix Corporate Seal)

State of _____
County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature

Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received **Specification No. 1258048A** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/Rfq), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

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

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

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

JOINT VENTURE NAME:

(Print or Type)

JOINT VENTURE ADDRESS:

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE

(If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: _____

(Signature)

TITLE OF SIGNATORY: _____

(Print or Type)

BUSINESS ADDRESS:

(Print or Type)

ATTEST:

(Joint Venture Secretary Signature)
(Affix Joint Venture Seal)

OR

Joint Venturer Signature: _____

(Signature)

Address: _____

(Print or Type)

Joint Venturer Signature: _____

(Signature)

Address: _____

(Print or Type)

Joint Venturer Signature: _____

(Signature)

Address:

(Print or Type)

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature

Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received **Specification No. 1258048A** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

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

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

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

BUSINESS NAME: _____

(Print or Type)

BUSINESS ADDRESS: _____

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: _____

(Signature)

Address: _____

(Print or Type)

Partner Signature: _____

(Signature)

Address: _____

(Print or Type)

Partner Signature: _____

(Signature)

Address: _____

(Print or Type)

State of _____
County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature _____

Commission Expires: _____

PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No. 1258048A** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

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

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

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

SIGNATURE OF PROPRIETOR:

(Signature)

DOING BUSINESS AS:

(Print or Type)

Business Address:

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number:

(Print or Type)

State of _____
County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature

Commission Expires: _____

PROPOSAL ACCEPTANCE

Contract No.: _____

Specification No.: 1258048A

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: _____

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

SCHEDULE B: MBE/WBE/VBE Affidavit of Joint Venture

- 1) All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. **In all proposed joint ventures, each MBE, WBE, and/or VBE venturer must submit a copy of its current Letter of Certification.**

I. Name of joint venture: _____
 Address: _____
 Telephone number of joint venture: _____

II. Email address: _____
 Name of non-MBE/WBE/VBE venturer: _____
 Address: _____
 Telephone number: _____
 Email address: _____
 Contact person for matters concerning MBE/WBE/VBE compliance: _____

III. Name of MBE/WBE/VBE venturer: _____
 Address: _____
 Telephone number: _____
 Email address: _____
 Contact person for matters concerning MBE/WBE/VBE compliance: _____

IV. Describe the role(s) of the MBE, WBE, and/or VBE venturer(s) in the joint venture: _____

V. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE, WBE, and/or VBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE/VBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE/VBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE/VBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What is the percentage(s) of MBE/WBE/VBE ownership of the joint venture?
 MBE/WBE/VBE ownership percentage(s) _____
 Non-MBE/WBE/VBE ownership percentage(s) _____

B. Specify MBE/WBE/VBE percentages for each of the following (provide narrative descriptions and other details as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:

a. Dollar amounts of initial contribution: _____

b. Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

5. Costs of bonding (if required for the performance of the contract):

6. Costs of insurance (if required for the performance of the contract):

- C. Provide copies of all written agreements between venturers concerning this project.
- D. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture.

Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements:

- A. Joint venture check signing:

- B. Authority to enter contracts on behalf of the joint venture:

- C. Signing, co-signing and/or collateralizing loans:

- D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel by trade needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE/VBE firm, the MBE/WBE/VBE firm, or the joint venture.

Trade	Non-MBE/WBE/VBE Firm (Number)	MBE/WBE/VBE (Number)	Joint Venture (Number)

X. If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE/VBE venturer (number) _____

Employed by MBE/WBE/VBE venturer _____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls:

XI. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE/VBE Partner Firm

Name of Non-MBE/WBE/VBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this ____ day of _____, 20 ____, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____(Seal)



SCHEDULE C: MBE/WBE Letter of Intent to perform as a Subcontractor to the Prime Contractor

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

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

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C) (Date)

(Name/Title-Please Print)

(Company Name-Please Print)

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

(Date)

(Name/Title-Please Print)

Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor. () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C)_____
(Date)_____
(Name/Title-Please Print)_____
(Company Name-Please Print)_____
(Email & Phone Number)_____
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)_____
(Date)_____
(Name/Title-Please Print)_____
(Email & Phone Number)



SCHEDULE C
MBE/WBE Letter of Intent to Perform as a
2nd Tier Subcontractor to the Prime Contractor

**FOR
CONSTRUCTION
PROJECTS ONLY**

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Project Name: _____ Specification No.: _____

From: _____
 (Name of MBE/WBE Firm)

To: _____
 (Name of 1st Tier Contractor)

To: _____ and the City of Chicago.
 (Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

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

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

 (If not the undersigned, signature of person who filled out this Schedule C)

 (Date)

 (Name/Title-Please Print)

 (Company Name-Please Print)

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

 (Date)

 (Name/Title-Please Print)

Schedule C: MBE/WBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime Contractor**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C)_____
(Date)_____
(Name/Title-Please Print)_____
(Company Name-Please Print)_____
(Email & Phone Number)_____
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)_____
(Date)_____
(Name/Title-Please Print)_____
(Email & Phone Number)

SCHEDULE C (Construction): MBE/WBE Letter of Intent to Perform as a SUPPLIER

Project Name: _____ Specification Number: _____

From: _____
(Name of MBE or WBE Firm)To: _____ and the City of Chicago:
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer". 60% participation is credited for the use of a MBE or WBE "regular dealer". The undersigned is prepared to supply the following goods in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____

Line 1: Sub Total: \$ _____

Line 2: Total @ 100%: \$ _____

Line 3: Total @ 60%: \$ _____

Partial Pay Items.

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____

Line 1: Sub Total: \$ _____

Line 2: Total @ 100%: \$ _____

Line 3: Total @ 60%: \$ _____

SUB-SUBCONTRACTING LEVELS - A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non-MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of MBE or WBE

Date

Name /Title (Print)

Phone Number

Email Address



**SCHEDULE C-V: VBE Letter of Intent to Perform as a
Subcontractor to the Prime Contractor**

**FOR
CONSTRUCTION
PROJECTS ONLY**

**NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE VBE SUBCONTRACTOR FIRM.
FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**

Project Name: _____ Specification No.: _____

From: _____
(Name of VBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The VBE status of the undersigned is confirmed by the attached City of Chicago Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer." 60% participation is credited for the use of a VBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the VBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

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

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C-V) (Date)

(Name/Title-Please Print) (Company Name-Please Print)

(Signature of President/Owner/CEO or Authorized Agent of VBE) (Date)

(Name/Title-Please Print)

Schedule C-V: VBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the VBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to non-VBE contractors.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to VBE contractors.

NOTICE: If any of the VBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. VBE credit will not be given for work subcontracted to Non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority-owned Business Enterprise, Women-owned Business Enterprise, and Veteran-owned Business Enterprise Commitment in Construction Contracts.

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C-V) (Date)

(Name/Title-Please Print) (Company Name-Please Print)

(Email & Phone Number)

(Signature of President/Owner/CEO or Authorized Agent of VBE) (Date)

(Name/Title-Please Print)

(Email & Phone Number)



SCHEDULE C-V

VBE Letter of Intent to Perform as a
2nd Tier Subcontractor to the Prime Contractor

**FOR
CONSTRUCTION
PROJECTS ONLY**

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE VBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Project Name: _____ Specification No.: _____

From: _____
(Name of VBE Firm)

To: _____
(Name of 1st Tier Contractor)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The VBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer." 60% participation is credited for the use of a VBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to fully describe the VBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

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

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C-V) (Date)

(Name/Title-Please Print)

(Company Name-Please Print)

(Signature of President/Owner/CEO or Authorized Agent of VBE) (Date)

(Name/Title-Please Print)

Schedule C-V: VBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime Contractor**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the VBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to non-VBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to VBE contractors.

NOTICE: If any of the VBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. VBE credit will not be given for work subcontracted to Non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority-owned Business Enterprise, Women-owned Business Enterprise, and Veteran-owned Business Enterprise Commitment in Construction Contracts.

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C-V)_____
(Date)_____
(Name/Title-Please Print)_____
(Company Name-Please Print)_____
(Email & Phone Number)_____
(Signature of President/Owner/CEO or Authorized Agent of VBE)_____
(Date)_____
(Name/Title-Please Print)_____
(Email & Phone Number)



SCHEDULE C-V (Construction): VBE Letter of Intent to Perform as a SUPPLIER

**FOR
CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification Number: _____

From: _____
(Name of VBE Firm)

To: _____ and the City of Chicago:
(Name of Prime Contractor)

The VBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer". 60% participation is credited for the use of a VBE "regular dealer". The undersigned is prepared to supply the following goods in connection with the above-named project/contract. On a separate sheet, fully describe the VBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
Line 1: Sub Total:		\$ _____
Line 2: Total @ 100%:		\$ _____
Line 3: Total @ 60%:		\$ _____

Partial Pay Items.

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
Line 1: Sub Total:		\$ _____
Line 2: Total @ 100%:		\$ _____
Line 3: Total @ 60%:		\$ _____

SUB-SUBCONTRACTING LEVELS - A zero (0) must be shown in each blank if the VBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to non-VBE contractors.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to VBE contractors.

NOTICE: If any of the VBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. VBE credit will not be given for work subcontracted to non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority-owned Business Enterprise, Women-owned Business Enterprise, and Veteran-owned Business Enterprise Commitment in Construction Contracts.

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of VBE

Date

Name /Title (Print)

Phone Number

Email Address



**FOR
CONSTRUCTION
PROJECTS ONLY**

SCHEDULE D: Compliance Plan Regarding MBE & WBE Utilization Affidavit of Prime Contractor

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and a duly authorized representative of
(Title of Affiant)

(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in the attached Schedule Cs regarding Minority Business Enterprise and Women Business Enterprise (MBE/WBE) to perform as subcontractor, Joint Venture Agreement, and Schedule B (if applicable). All MBEs and WBEs must be certified with the City of Chicago or Cook County in the area(s) of specialty listed.

<u>Name of MBE</u>	<u>Type of Work to be Performed in accordance with Schedule Cs</u>	<u>Total MBE Participation in dollars</u>	<u>MBE Participation in percentage</u>	<u>Mentor Protégé Program Credit Claimed</u>	<u>Total MBE Participation in percentage</u>
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%

<u>Name of WBE</u>	<u>Type of Work to be Performed in accordance with Schedule Cs</u>	<u>Total WBE Participation in dollars</u>	<u>WBE Participation in percentage</u>	<u>Mentor Protégé Program Credit Claimed</u>	<u>Total WBE Participation in percentage</u>
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%

☐ Check here if the following is applicable: The Prime Contractor intends to enter into mentor protégé agreements with certain MBEs/WBEs listed above as indicated by entries in the "Mentor Protégé Program Credit Claimed" column. Copies of each proposed mentoring program, executed by authorized representatives of the Prime Contractor and respective subcontractor, are attached to this Schedule D. The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Total MBE Participation \$ _____

Total MBE Participation % (including any Mentor Protégé Program credit) _____

Total WBE Participation \$ _____

Total WBE Participation % (including any Mentor Protégé Program credit) _____

Total Bid \$ _____

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____



SCHEDULE D-V: Compliance Plan Regarding VBE Utilization
Affidavit of Prime Contractor

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and a duly authorized representative of
(Title of Affiant)

(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in the attached Schedule C-Vs regarding VBEs to perform as subcontractors, Joint Venture Agreement, and Schedule B (if applicable). All VBEs must be certified with the City of Chicago in the area(s) of specialty listed.

<u>Name of VBE</u>	<u>Type of Work to be Performed in accordance with Schedule C-Vs</u>	<u>Total VBE Participation in dollars</u>	<u>VBE Participation in percentage</u>
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%

Total VBE Participation \$ _____

Total VBE Participation % _____

Total Bid \$ _____

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any VBE listed in this Schedule D-V. Provide names of such individuals and their respective ownership percentages, and identify the VBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

The Prime Contractor designates the following person as its VBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____

SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS FOR CONSTRUCTION CONTRACTS

Submit Schedule F with the bid. Failure to submit the Schedule F may cause the bid to be rejected.

Duplicate sheets as needed.

Project Name: _____

Specification #: _____

I, _____ on behalf of _____
(Name of reporter) (Prime contractor)

(A) have either personally solicited, or permitted a duly authorized representative of this firm to solicit, work for this contract from the following subcontractors which comprise all MBE/WBE/VBE and non-MBE/WBE/VBE subcontractors who bid or quoted price information on this contract

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor - Print or Type)

(Signature)

(Name/Title of Affiant) - Print or Type

(Date)

On this _____ day of _____, 20____,

the above signed officer, _____,
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public Signature

(Seal)

Commission Expires: _____

**SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS
TO UTILIZE MBEs AND WBEs, and VBEs ON CONSTRUCTION CONTRACT**

Project Name: _____

Specification # _____

The Department of Procurement Services reserves the right to audit and verify all Good Faith Efforts as a condition of award. Material misrepresentations and omissions shall cause the bid to be rejected.

(B) The following is documentation and explanation of the bidder's Good Faith Efforts to meet the contract specific goals as described in the Good Faith Efforts Checklist as part of Schedule D. The Schedule D cannot be modified without the written approval of DPS.

I, _____ on behalf of _____
(Name of reporter) (Prime contractor)

have determined that it is unable to meet the contract specific goals in full or in part as set forth in the Special Conditions Regarding Minority Owned Business Enterprise, Women Business Enterprise, and Veteran Owned Business Enterprise Commitment in Construction Contracts. I hereby declare and affirm that the following good faith efforts were undertaken by the Bidder/Contractor to meet the MBE, WBE, and/or VBE contract specific goals of this project.

**Good Faith Efforts Checklist from Schedule D
Attach additional sheets as needed.**

___ Solicited through reasonable and available means at least 50% (or at least 5 when there are more than 11 certified firms in the commodity area) of MBEs, WBEs, and VBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond, as described in the Schedule F.
Attach copies of written notices sent to MBEs, WBEs, and VBEs.

___ Provided timely and adequate information about the plan, specifications and requirements of the contract.
Attach copies of contract information provided to MBEs, WBEs, and VBEs.

___ Advertised the contract opportunities in media and other venues oriented toward MBEs, WBEs, and VBEs.
Attach copies of advertisements.

___ Negotiated in good faith with interested MBEs, WBEs, or VBEs that have submitted bids and thoroughly investigated their capabilities.
Attach Schedule F, Report of Subcontractor Solicitations for Construction Contracts.

___ Selected those portions of the work or material consistent with the available MBE, WBE, or VBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE, WBE, or VBE participation.
Describe selection of scopes of work solicited from MBEs, WBEs, and VBEs and efforts to break out work items.

____ Made efforts to assist interested MBEs, WBEs, or VBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

Describe assistance efforts.

____ Made efforts to assist interested MBEs, WBEs, or VBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

Describe assistance efforts.

____ Effectively used the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs, WBEs, or VBEs as listed on Attachment A.

Describe efforts to use agencies listed on Attachment A.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____
County (City) of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name/s of person/s)
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument
was executed).

Signature of Notary Public _____
(Seal)

STATUS REPORT OF MBE/WBE/VBE (SUB) CONTRACT PAYMENTS

Specification No.: _____

Department Project No.: _____

Date: _____

Voucher No.: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Company - Print or Type)

(Address of Company)

(_____)_____
(Phone)

and that the following Minority Owned, Women Owned, and Veteran Owned Business Enterprises (MBE/WBE/VBEs) have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above referenced project; that there is due and to become due them, respectively the amounts set opposite their names for material or labor as stated; and that this a full, true and complete statement of all such MBE/WBE/VBEs and of the amounts paid, due, and to become due to them:

MBE/WBE/VBE	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTAL AMOUNT PAID TO MBEs TO DATE: \$ _____

TOTAL AMOUNT PAID TO WBEs TO DATE: \$ _____

TOTAL AMOUNT PAID TO VBEs TO DATE: \$ _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument was executed).

Signature of Notary Public

(Seal)

INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE

The Bidder shall complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the Bidders good faith efforts to complete it before the response due date and the reasons why it could not be completed.

1.1. **ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING**

The Bidder must complete an online EDS prior to the bid opening date.

A Bidder that does not file an electronic EDS prior to the bid opening will be found non-responsive and its bid will be rejected unless a paper EDS and written justification is submitted with the bid as explained in the above paragraph).

1.2. **ONLINE EDS WEB LINK**

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

1.3. **ONLINE EDS NUMBER**

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: _____

1.4. **ONLINE EDS CERTIFICATION OF FILING**

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid. Please insert your Certification of Filing following this page.

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

1.5. **PREPARATION CHECKLIST FOR REGISTRATION**

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:

	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. ***PREPARATION CHECKLIST FOR EDS SUBMISSION***

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - _____ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
 - _____ a. Name

-
-
-
- b. Address
 - c. Fees – Estimated or paid

1.7. **EDS FREQUENTLY ASKED QUESTIONS**

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: “Applicant” means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: “Disclosing Party” means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: “Entity” or “Legal Entity” means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: “Person” means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.
------------------------------	--

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or gmail.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the “Forgot your password?” link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on “Create New” after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on “Create New”. Answer (click) “Contract” to “Is this EDS for a contract or an EDS information update?” Click “Fill out EDS”, and click on the “Retained Parties” tab. When finished, click on “Ready to Submit.”

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the “Online EDS” login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on “Vendor Admin, Site Administration.” Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click “Save”. To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at <http://get.adobe.com/products/reader/>
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title: _____

Specification #: _____

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment in compliance with Section 6-10-040 of the MCC.

In accordance with Section 6-10-040 of the MCC, Contractor's written policy prohibiting sexual harassment shall include, at a minimum, the following information:

- (i) a statement that sexual harassment is illegal in Chicago;
- (ii) the following definition of sexual harassment: "'Sexual harassment' means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.'";
- (iii) a requirement that all employees participate in: (1) sexual harassment prevention training annually, (a) Employees shall participate in a minimum of one hour of sexual harassment prevention training annually, and (b) Anyone who supervises or manages employees shall participate in a minimum of two hours of sexual harassment prevention training annually, and (2) one hour of bystander training annually;
- (iv) Examples of prohibited conduct that constitute sexual harassment;
- (v) Details on: (1) how an individual can report an allegation of sexual harassment, including, as appropriate, instructions on how to make a confidential report, with an internal complaint form, to a manager, employer's corporate headquarters or human resources department, or other internal reporting mechanism; and (2) legal services, including governmental, available to employees who may be victims of sexual harassment; and
- (vi) A statement that retaliation for reporting sexual harassment is illegal in Chicago.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

IEPA PROVISIONS

This project may obtain funding with loans from the Illinois Environmental Protection Agency (IEPA). Contractor and Subcontractors must comply with the IEPA loan provisions in Book 1 and Book 3.

- A. Bidder must complete the following listed forms and submit them to City of Chicago Department of Procurement Services as required for City of Chicago to obtain an Illinois Environmental Protection Agency (IEPA) loan for this project. **Bidder must submit completed forms with the bid**, or must include with the bid a letter indicating that the completed IEPA Loan forms will be submitted to the Project Administrator of the City of Chicago Department of Purchasing and to the Project Manager Department of Water Management within 3 calendar days after the bid opening date:
1. EPA Certification Regarding Debarment, Suspension, and other Responsibility Matters (EPA Form 5700-49). Completed and signed forms required from Contractor and from all Subcontractors with sub-agreements valued at \$25,000 or more as discussed in the enclosed form instructions.
 2. U.S. Environmental Protection Agency Certification of Non-segregated Facilities. Completed and signed forms required from Contractor and from all Subcontractors with subcontracts valued at \$10,000 or more per the form.
 3. Notice to Labor Unions or Other Organizations of Workers, Nondiscrimination in Employment. One form required completed and signed by Contractor listing all unions and organizations of workers involved with the project.
 4. Bidder Certification In Compliance with Article 33E to the “Criminal Code of 2012”. Completed and signed form required from Contractor.
 5. Employment of Illinois Workers on Public Works Act. Completed form required from the Contractor confirming awareness of 90% IL workforce requirement.
 6. Illinois Works Prevailing Wage Estimated Hours. One form required completed by the contractor providing the total estimated work hours on the project of each prevailing wage classification.
 7. Illinois Works Apprenticeship Initiative Periodic Report. Sample not required to be filled for bidding.

[Forms Follow]

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001 a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative) (Date)

☐ I am unable to certify the above statements. My explanation is attached.
EPA Form 5700-49 (11-88)

(Page 1 of 2)

IEPA PROVISIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Instructions

Under executive order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or subprogram hereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant hereunder must complete the attached certification or provide an explanation why they cannot. For further details see 40CRF 32.510 Participants' responsibilities, in the attached regulation.

Where to submit

The prospective EPA grant, loan or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional Office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the prime contractor for the project.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to obtain forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed to provide them to their prospective prime contractor, who, in turn may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington, DC 20460
(Telephone: 202-475-8025)

(Page 2 of 2)

IEPA PROVISIONS

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature

Date

Name and Title of Signer

(Please type)

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT

To:

(Names of unions or organizations of workers)

The undersigned currently holds contract(s) with **City of Chicago Dept. Water Management**
(Name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT,
ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING
EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION
FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

BIDDER CERTIFICATION

In Compliance with Article 33E-11 to the
“Criminal Code of 2012”

I _____, do hereby certify that:
Name

1. I am _____ of the _____
Position Firm

and have authority to execute this certification on behalf of the firm.

2. This firm is not barred from bidding on this contract due to either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the “Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]”

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____, 20____, before me appeared (Name)

_____ to me personally known,
who, being duly sworn, did execute the foregoing affidavit, and did state that he or

she was properly authorized by (Name of Firm) _____
to execute the affidavit and did so as his or her free act and deed.

Notary Public _____ Commission Expires _____

Notary Seal

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

PROJECT: _____
PERSON COMPLETING THIS FORM: _____ **PHONE NUMBER:** _____

Provide the requested information for each facility Contractor proposes to accept the waste materials generated during the above-named project. This includes fill locations, landfills, recycling facilities, composting facilities, and any other disposal facility. Attach copied pages as needed. The Facility ID number is issued on the permit by the IEPA, USEPA, or other state licensing agencies for any facility outside Illinois. These waste facilities must meet all zoning and other requirements.

TYPE OF MATERIALS TO BE REMOVED:
FACILITY LEGAL NAME:
FACILITY ADDRESS:
FACILITY CONTACT & PHONE:
FACILITY PERMIT ID NUMBER: PERMIT/LICENSE IS ATTACHED: YES ☐ O ☐

TYPE OF MATERIALS TO BE REMOVED:
FACILITY LEGAL NAME:
FACILITY ADDRESS:
FACILITY CONTACT & PHONE:
FACILITY PERMIT ID NUMBER: PERMIT/LICENSE IS ATTACHED: YES ☐ O ☐

TYPE OF MATERIALS TO BE REMOVED:
FACILITY LEGAL NAME:
FACILITY ADDRESS:
FACILITY CONTACT & PHONE:
FACILITY PERMIT ID NUMBER: PERMIT/LICENSE IS ATTACHED: YES ☐ O ☐

Employment of Illinois Workers on Public Works Act

This law comes into effect following two consecutive months of a state unemployment rate above 5 percent. More information about the Employment of Illinois Workers on Public Works Act can be found here: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>.

The Employment of IL Workers on Public Works Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on public works projects live in the state. The requirement applies to all labor on public works projects or improvements. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works project financed in whole or in part by federal funds administered by the state of Illinois is covered under the provisions of this act.

By signing below, the Contractor confirms awareness of this requirement.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative) (Date)

(Company/Organization)

Illinois Works Jobs Program Act – Apprenticeship Initiative

Information for Contractors

Summary: The Illinois Works Jobs Program Act, 30 ILCS 559/Art. 20, is a statewide initiative to ensure that all Illinois residents have access to State capital projects and careers in the construction industry and building trades and to provide contracting and employment opportunities to historically underrepresented populations in the construction industry. This will be accomplished through three programs created by the Illinois Works Jobs Program Act: the Illinois Works Apprenticeship Initiative, the Illinois Works Pre-Apprenticeship Program, and the Illinois Works Bid Credit Program. Additional information is available at the following website: <https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.

The goal of the Illinois Works Apprenticeship Initiative (“10% apprenticeship goal”) is that for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The 10% apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. A determination was made that this requirement also applies to IEPA loans. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Certification: Apprentices are required to be U.S. Dept. of Labor certified (not limited to pre-apprentice program graduates).

Applicability

If a project is estimated to received \$500,000 or more of State Capital Funding for the Project:

If the state’s contribution to the project amount equals 50% or more of the cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the cost for the project, the 10% apprenticeship requirement applies only to prevailing wage eligible work being funded from state funds.

The Project has less than \$500,000 of State Capital Funding, but the Total Estimated Project Cost is \$500,000 or more:

If the state’s contribution to the project amount equals 50% or more of the estimated cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the estimated cost for the project, the 10% apprenticeship requirement does not apply.

Total Estimated Project Cost is less than \$500,000: The 10% apprenticeship requirement does not apply. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Waivers from the Requirements: If goals cannot be met, the state has discretion to grant waivers, reductions or to hold public hearings on the issue. Factors to be considered include the scale of the project and whether the contractor or subcontractor seeking the action has previously requested reductions or waivers. A waiver form is available on the IEPA website at: <https://www2.illinois.gov/epa/Documents/epa-forms/water/financial-assistance/apprenticeship/Waiver-Request.pdf>. The form can also be obtained from DCEO.

Reporting: An example quarterly reporting form is attached. A fillable version is available on the IEPA website. Contractors should coordinate with the loan applicant and their consultant for further instructions regarding these forms. Loan applicants are ultimately responsible for reporting quarterly labor hours to the state, but coordination with their contractor is essential. All loan funded projects are subject to payment of Davis Bacon wages.

For general apprenticeship questions, please contact the Illinois Works Office at: CEO.ILWorks@Illinois.gov.

Illinois Works Prevailing Wage Estimated Hours

Project (insert Spec number) will receive more than \$500,000 in state contribution of appropriated capital funds. 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. Complete the table below. Provide the total hours estimated for work on the project for each prevailing wage classification. Please visit beta.sam.gov for Davis-Bacon rate and classification information.

Prevailing Wage Classification	Estimated Total Hours

Illinois Works Apprenticeship Initiative Periodic Report

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project. Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification YTD	Total Apprenticeship Hours YTD	% of Apprenticeship Hours YTD



BID BOND

For use when bidding on City of Chicago projects. See instructions following.

PRINCIPAL (Legal name and business address)

State of incorporation or organization:

SURETY (Legal name and business address)

State of incorporation:

BID IDENTIFICATION

BID OPENING DATE:

SPECIFICATION NUMBER:

SPECIFICATION TITLE (AND PROJECT NUMBER IF AVAILABLE):

PENAL SUM OF BOND

_____% , _____ PERCENT OF BASE BID

Surety Bond No.:

Obligation:

We, the Principal and Surety, are firmly bound to the City of Chicago (hereinafter called the City) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the City accepts the bid identified above and the Principal enters into a Contract with the City in accordance with the terms of such bid, executes such further contractual documents that may be required by the terms of the bid or contract documents, and gives such bond(s) as may be specified in the bidding or contract documents with surety acceptable to the City.

The Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the City. Notice to the surety of extension(s) is waived.

In the event the City brings suit upon this bond, Surety will pay reasonable attorney's fees and costs incurred by the City in such suit.

Witness:

The Principal and Surety executed this bid bond and affixed their seals on the below dates. The person signing below on behalf of the Principal warrants that he or she is authorized to execute this document on behalf of the Principal.

PRINCIPAL

PRINCIPAL NAME		<i>Corporate Seal</i>
PRINCIPAL SIGNATURE		
SIGNER'S NAME & TITLE		
DATE		

SURETY

SURETY NAME		<i>Corporate Seal</i>
ATTORNEY-IN- FACT SIGNATURE		
ATTORNEY-IN- FACT NAME		
DATE		

NOTARY

STATE OF _____, COUNTY OF _____
 I, _____, a Notary Public in the County and State aforesaid, do hereby
 certify that _____ of the
 _____ who is personally known to be the same person whose name
 he/she subscribed in the foregoing instrument as such Attorney-in-Fact, appeared before me this day in person
 and acknowledged that he/she signed, sealed, and delivered the said instrument of writing as his/her free and
 voluntary act, and as the free and voluntary act of the said _____ for the uses
 and purposes therein set forth, and caused the corporate seal of said company to be thereto attached.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20 _____

 NOTARY PUBLIC

Notary Seal

*The signature of the Surety's attorney-in-fact must be notarized, and an original power of attorney
 granting him or her authority to sign this document must be attached to this document.*

INSTRUCTIONS FOR CITY OF CHICAGO BID BOND FORM

Bidders/Proposers: Give these instructions to your surety.

1. The Bond must be on the City's form. No substitutions will be acceptable.
2. Copies of the form are acceptable. However, copies of the Bond must be double sided, with page 1 on one side of the paper, and page 2 on the opposite side of the paper.
3. The amount of the Bond must be that stated in the Legal Advertisement. Unless otherwise specified, the amount of the bond should be expressed as a percentage of the bid amount.
4. All blank spaces to be filled in must be completed using a typewriter or legible hand printing unless otherwise indicated. Determinations of legibility will be in the sole discretion of the Chief Procurement Officer. Photocopied insertions will not be accepted, nor will any Bond form on which there is any evidence of correction fluid ("white-out").
5. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. If the Bidder/ Proposer is bidding under an assumed name ("d/b/a") the assumed name must be separately stated in the same space as the full legal name for identification purposes.
6. The address of the Principal must be complete. If a different mailing address should be used, it should be included as well, as bonds to be returned will be mailed to address shown on the bond.
7. The Bond must include the Surety's name, the state in which the Surety was incorporated, and the Surety's address.
8. The specification number must appear on the Bond.
9. The Surety executing the bond must appear on the Department of the Treasury's list of approved sureties (available at <http://www.fms.treas.gov/c570/c570.html>) and must act within the limitations listed therein.
10. The names and titles of the people signing the bond must be given in the spaces provided.
11. Corporations executing the bond shall affix their corporate seals if required. If a seal is not required, please indicate "seal not required" in the space where the seal would otherwise be affixed.
12. A person authorized to bind the Bidder/Proposer as the Principal must sign the bond.
13. The Bond must be signed by an attorney-in-fact of the surety company. An original Power of Attorney that identifies the surety company's signatory as an attorney-in-fact must be attached.
14. The date on which the Surety's Power of Attorney was certified should be the same or later than the date on which the bond was signed by the Surety.
15. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this _____ day of _____ A.D., 20____

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing Contract No. _____ and Specification No. _____ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

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

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved _____, 20____ (Seal)

_____, 20____ (Seal)

Purchasing Agent (Seal)

(Seal)

Approved as to form and legality: _____ (Seal)

Assistant Corporation Counsel (Seal)

PRINCIPAL
IF CORPORATION

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____ President and
_____ Secretary of the _____

who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as
such _____ President and _____ Secretary, appeared
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as
their free and voluntary act, and as the free and voluntary act of the said _____
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____

_____ of the _____ who _____ personally known
to be the same person _____ whose name _____ subscribed in the foregoing instrument as such _____
_____, appeared before me this day in person and acknowledged that _____

signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free
and voluntary act of the said _____
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

PRINCIPAL
IF INDIVIDUAL

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____

who _____ personally known to me to be the same persons whose name _____ subscribed in the foregoing
instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the
said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

GRC-160211-26-1

RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract No. _____ and Specification No. _____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

**BOOK 3
TECHNICAL SPECIFICATIONS**

**TERM AGREEMENT FOR WATER MAIN CONSTRUCTION
AND LEAD SERVICE LINE REPLACEMENT: CBD / CITY WIDE SPECIALTY
CONTRACT
DISTRICT FOUR**

District	DWM Term Agreement No.	Specification No.
Four	23-604	1258048A

**CITY OF CHICAGO
DEPARTMENT OF WATER MANAGEMENT**

RANDY CONNER
Commissioner



**BRANDON JOHNSON
MAYOR**

**Issued by the
DEPARTMENT OF PROCUREMENT SERVICES**

SHARLA D. ROBERTS
CHIEF PROCUREMENT OFFICER

IEPA Funding

March 2025
(The City may from time to time revise these terms and conditions)

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SUMMARY OF WORK

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Description of Work
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- C. Work Sequence
- D. Emergencies
- E. Project Signs
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1.2 DESCRIPTION OF WORK

- A. General Description of Work: Work to be done under this Contract is described in the Project Information found on Book 2 of these specifications.
- B. Brief Description of “Sub-Orders” under Book 2 Project Information: This section outlines the Complete Work the Contractor shall execute in the Term Agreement of the Contract Documents. The Term Agreement Work is broken down into “Sub-Order(s)”, which are Commissioner defined and issued “Project(s)”. The term “Sub-Order” shall be considered synonymous and interchangeable with the term “Project” within these Contract Documents; and the same terms, conditions, requirements and responsibilities are binding to both “Sub-Order(s)” and “Project(s)”, as referenced in the Project Information section in Book 2.
- C. Furnishing all Labor, Materials, Equipment, and Transportation Services: Contractor must furnish all labor, materials, proper equipment and machinery, and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, all Work required under this contract. If overtime or premium labor time is required to perform the Work and/or to comply with permit requirements, the Contractor is solely responsible for the additional labor costs. Additional labor costs shall not be passed onto the Commissioner.
- D. Project Site: Contractor must maintain the project site and Work area in a clean, orderly and safe manner.
- E. Coordination: Contractor must coordinate his Work with other contractors, agencies, and utilities as required or directed by the Commissioner.
- F. Protection of Work: Contractor must provide protection, repair and restoration of all finished Work or property damaged during construction.

- G. Implied Work: It is the intent of these Specifications to provide the City with improvements to, and ability to maintain, a complete operable water distribution system. Any part or item of Work, which is implied and normally required to make each water main or water service installation satisfactorily and completely operable, is deemed to be included in the Work and Contract price. All miscellaneous appurtenances and other items of Work incidental to meeting the intent of the Contract Documents is also deemed to be included in the Work and Contract price, even though such appurtenances may not be specifically shown or specified.
- H. Water Use Permitting: The Contractor will be required to apply for a water use permit from the Department of Buildings per Book 1, Section X, subsection A of the Contract Documents. All fees associated with water use necessary for Department of Water Management generated projects will be waived.

There will be no separate fee reimbursement in connection with all the above permits and fee requirements and all costs therefore will be considered as incidental to the Project.

Department of Buildings (Water Use)

Room 906, City Hall 60602

LSLR work under this contract is not eligible for the permit fee waivers under the Homeowner-Initiated LSLR Program

1.3 CONSTRAINTS

- A. The Contract documents are intended to allow the Contractor flexibility in the construction of the Work; however, the Contract Documents do contain constraints on project activities. In addition to constraints that may be stated elsewhere in the Contract Documents, the following also apply:
1. The Contractor must prepare and submit a comprehensive schedule of the proposed sequence of construction of the various parts of the Work included under this contract for review by the Commissioner. Also, the Contractor must arrange the schedule to complete the Work in phases and permit operation by the City of completed phases or parts thereof as directed by the Commissioner.
 2. The Work under this Contract must also be accomplished while maintaining access to the surrounding residences, businesses and facilities. Any Work that affects access must be carried out such that the fire protection and emergency services will not be jeopardized or materially reduced as a result of the Work performed during the construction period.
 3. The Work under the Contract must be accomplished while maintaining water service and fire protection to surrounding residences, businesses and facilities. Any Work that affects the existing water service or fire protection must be carried out so that existing service will not be jeopardized or materially reduced as a result of the Work performed during the construction period.
 4. All active trench cuts or excavations open to traffic including vehicles, pedestrians, bicycles, etc., must have temporary pavement which consists of HMA or asphalt cold patch to provide a smooth and level surface. Compacted crushed stone fill will be allowed as temporary pavement in active trench cuts or excavations located in permitted closed work zones to allow for temporary parking relief as directed by the Commissioner and must meet the requirements of Section 351 of the SSRBC.

5. The Contractor must maintain emergency access to surrounding residences, businesses and facilities at all times.
 6. The Commissioner will be the sole judge of when the Contractor's operations are causing interference with water distribution operations, and the Commissioner's orders and instructions must be carried out without delay.
 7. Contractor must conduct operations so as not to inconvenience the general public.
 8. The critical path method (CPM) schedule of the general proposed Work specified in Book 1 is to be submitted electronically in Primavera.
- B. Notification and Limitations of Water Service shut downs.
1. When an existing water main, section of the main, water service, house drain, sewer main or section of sewer main is to be shut down during the course of construction, individual consumers must be notified at least seventy-two (72) hours prior to the shut down at twenty-four (24) hours prior to shut down and at transfer completion (See Exhibit "Water Service Interruption"). The Contractor must not operate an existing water valve for a shut down or other purpose, without notifying and obtaining Commissioner's approval.
 2. Time for consumer shut downs must not exceed an eight (8) hour period. No shut downs will be permitted before 8:00 AM without prior written approval of the Commissioner.
 3. If emergency shut downs are required, the Contractor must notify customers within the affected area immediately. Notification must be verbal, or written if the customer cannot be contacted and placed at the property site showing all pertinent information regarding the shut down. The notice must contain a phone number the consumer may call for information or express any concerns they have about the shut down.
 4. If it is determined a consumer cannot withstand a planned shut down of water service due to providing a critical emergency service, the need to maintain an ongoing manufacturing process, or medical reason, the Commissioner must be notified 48-hours before the shut down is started by the Contractor.
- C. The Contractor must insure that all installer personnel are properly licensed and bonded. The Contractor must employ only competent, efficient workers of the highest character and fitness, and must not use any person not skilled in the work assigned to them to perform any work under this Contract. The Contractor must provide the Department with the name of any proposed employee, and other information as may be required. The Department reserves the right to disapprove the use of any proposed employee on this Contract. However, the Contractor must be solely responsible for selecting its employees and for the behavior of its employees.
- D. The Contractor's field personnel must wear easily recognizable uniforms containing the Contractor's name, as well as prominently displayed picture identification badges containing the Contractor's name, employee name, title and signature, employee picture and employee I.D. number. Employees must also be issued and carry identification cards issued by the Department. The Contractor's employees who are no longer employed by the Contractor must be required to return their uniforms and identification cards immediately upon termination of employment and the Contractor must immediately notify the Department of all such terminations and if

identification cards were received from terminated employee. Employee pictures shall be submitted to the Commissioner's staff for display on the Commissioner's website.

- E. Each prospective employee of the Contractor must be subject to a criminal background check of each state and county in which the prospective employee has resided during the last ten years and a check of the prospective employee's driver's license and vehicle registration. Such checks must be performed at the Contractor's sole cost and expense by a licensed private security firm retained by the Contractor. The results of these investigations must be made available to the Department if requested. The Contractor must have a background check for each employee performed annually over the duration of the contract. Any oversight provided by the Department will in no way relieve the Contractor of the responsibility to hire personnel with the appropriate character and fitness to perform the work required.
- F. Exclusive Work Agreement
 - 1. The Contractor and/or its employees or subcontractors will not solicit or accept any business from the property owner nor must they attempt to solicit or accept any business for a period of two (2) years from the date of the work under this Contract. The Contractor and its employees or subcontractors must not solicit or accept any payment or gratuity for performing the work of this Contract other than payments made by the City pursuant to the Contract. The Contractor must obtain signed statements from all employees and subcontractors confirming their understanding of these restrictions and that violations may lead to dismissal. The Contractor is advised that periodic, random checks will be conducted by the Department during the contract period and the years afterward. Failure to meet this requirement may result in termination of the Contract by the Department.
 - 2. The direct or indirect recommendation to property owner(s) or their representatives, made by or through the Contractor or its employees, of a particular plumber or other company for the performance of any work is strictly prohibited.
- G. The Contractor must have a staffed, twenty-four (24) hour emergency number. An answering machine or voice mail is not acceptable for the twenty-four (24) hour emergency number.

1.4 WORK SEQUENCE

- A. The Contractor must construct the Work in stages as indicated on the drawings, unless directed otherwise by the Commissioner. The Work must proceed in such manner so as to accommodate the City's and public's use of the project site during construction the period.
- B. Pre-Construction Meeting with Property Owner
 - 1. For each property, the Contractor shall meet with the Property Owner and Commissioner to agree upon the scope of work. This will include:
 - a. Scope of demolition and restoration
 - b. Scope of the replacement of the water service. If the interior plumbing requires additional copper pipe beyond the extent specified in the Drawings and Section 33 12 13 to maintain water access throughout the property, the Commissioner may direct the Contractor to include this work in the Shop Drawing submittal.

2. Site Safety Inspection

- a. When a property has been previously visited by the Commissioner, information from this report shall be provided to the Contractor. However, this report may not be complete and shall not relieve the Contractor from needing to perform a separate inspection.
- b. During the pre-construction meeting, the Contractor shall evaluate whether the basement is reasonably safe before entering. Ensure there is no flooding, steps are in reasonable repair, animals are contained, site is sanitary, etc. If the site is not safe, inform the customer in writing of conditions that need to be remedied before service can be performed.
- c. Inspect any insulation on the interior piping near the shut-off valve. Contractor shall restore any insulation that might be disturbed or add any insulation that might be needed.
- d. Contractor is responsible for performing a limited hazardous materials survey (consisting of inspecting and/or testing) for lead-based paint and/or asbestos containing materials in the area disturbed by the planned construction as part of the contract unit price for water service replacement. The Contractor must notify the homeowner of the results. The abatement of any identified lead-based paint and/or asbestos containing materials is the responsibility of the homeowner to be performed in advance of construction. If the homeowner chooses not to abate the hazardous material, then the lead service replacement (partial) will only take place from the water main to the b-box and the waiver form for opting out of the full lead service replacement will need to be signed by the homeowner.

1.5 EMERGENCIES

- A. In an emergency affecting the safety of life, work or adjoining property, the Contractor, without special instruction or authorization from the Commissioner, may act as necessary to prevent loss or injury. In such an emergency, if the Contractor is instructed or authorized by the Commissioner to act to prevent loss or injury, he must so act without appeal. The amount to be paid to the Contractor for such emergency work will be determined in the same manner as the amounts to be paid for alterations as determined under "Payment for Changes" in BOOK 1, TERMS AND CONDITIONS FOR CONSTRUCTION.

1.6 PROJECT SIGNS

- A. The Contractor must furnish, erect and maintain at each Work Area at points and in positions to be designated by the Commissioner, two signs 2'-0" X 3'-0" or 4'-0" X 6'-0" or other signs as directed. Lettering on each sign will be as per the Details or as ordered or provided by the Commissioner. Upon completion of the work, the Contractor must remove all such signs unless otherwise ordered by the Commissioner and deliver these signs to the Department. Contractor shall protect signs from damage; and shall promptly replace signs that are damaged or defaced to the satisfaction of the Commissioner. The cost of furnishing, erecting and maintaining project signs will be included in the prices bid for Mobilization.

1.7 DUST CONTROL

- A. The Contractor's operations, including hauling of materials and backfill, and mixing of concrete, must be constructed in such a way as to keep dust to a minimum. In the event that the Contractor's operations create a nuisance due to the presence of excessive dirt and dust, at the work site or along the route of his hauling operations, he must upon orders from the Commissioner, immediately dispel the dust nuisance by removing the cause or by applying a suitable dust-reducing agent. No additional payment will be made to the Contractor resulting from any expenses incurred by him while eliminating dust as specified.
- B. Should the Commissioner (in their opinion) determine that Contractor's dust control and clean-up operations for the Work site are insufficient or non-responsive in maintaining a dust, material and debris free Work area, DWM may perform remedial work with all expenses to be incurred by the Contractor. This remedial action will be in accordance with Book 1 Part III.D and other applicable sections of the Contract Documents.

1.8 SALVAGING OF MATERIALS

- A. The Contractor must use reasonable care in removing materials designated for salvage encountered in the work, and will deliver this material to locations designated by the Commissioner.
- B. The Contractor must obtain a signed and dated receipt for all materials that are delivered to the designated storage point.

1.9 RESTORATION

- A. The Contractor shall restore water connection to all areas of the property which were previously connected to the water main. The Contractor shall notify the Commissioner if additional service line replacement beyond the extent identified in Section 33 12 13 is required to fully restore the water connection.
- B. The Contractor shall restore the drain connection to all areas of the property which were previously connected to the sewer main.
- C. Existing public and private driveways and sidewalks disturbed by the construction shall be replaced to the limits and thicknesses existing prior to construction.
- D. Existing trees shall be preserved whenever possible. No trees shall be removed without prior authorization from the Commissioner. Tree replacement shall not be the responsibility of the Contractor.
- E. All non-paved areas shall be hydroseeded. The extent of grassy areas shall be defined during the pre-construction meeting with the Property Owner.
- F. Destruction of existing structures and features (porches, fences, gardens, plants, etc.) on the private property shall be minimized. The Contractor shall be responsible for restoring the ground to the pre-existing elevation and hydroseeding. The Property Owner shall be responsible for restoring existing structures or features. The Contractor shall be responsible for removing these

structures as necessary to complete the work and shall salvage as much as possible for the Property Owner.

- G. The Contractor shall explicitly identify existing structures and features that will be impacted by construction to the Property Owner during the Pre-Construction meeting and in the Shop drawing submittal. If in the course of construction additional structures or features will be impacted, the Contractor must notify the Property Owner and get the Property Owner's approval before removing or destroying these structures and features.
- H. Outdoor tiles, pavers, or other ground coverings should be preserved as much as possible and stored for Property Owner to re-install.
- I. Trenching or cutting through any existing structures, features, or ground covering is incidental to the work.
- J. Pre-approval during the shop drawing submittal for a specific location is required in order to receive additional payment for restoration of surface features, such as bushes or other landscaping features.
- K. For homes with fences, gates and other structures, the Contractor is responsible for protection and/or re-installation if damaged during construction. This work is considered incidental to the water service / house drain installation.
- L. Interior pits shall be restored with a smooth finished concrete cap. Contractor shall minimize damage to existing flooring. Where possible, the existing flooring over the interior pit shall be removed and stored for the Property Owner. Property Owner shall be responsible for further flooring restoration. The extent of expected Property Owner restoration shall be clearly identified during the Pre-Construction meeting.
- M. In cases where the water service and/or house drain enters the property behind a wall, the Contractor shall minimize the opening cut through the wall. The Property Owner shall be responsible for restoring and /or repairing the wall. The extent of expected Property Owner restoration shall be clearly identified during the Pre-Construction meeting. Where possible, if a full panel of drywall/wall covering may be removed and preserved for re-installation instead of cutting through, this option should be offered to the Property Owner. If a home is unmetered, and the meter dimensions will prevent the Property Owner from re-installing the drywall, the Property Owner shall be notified during the Pre-Construction meeting.
- N. In constructing the Items of surface restoration under this Contract, the Contractor must clean and adjust all existing catch basins along the route of the work when ordered by the Commissioner. The Contractor must also repair or replace all damaged catch basins and inlets, including drain connections if necessary, and must replace all gutter boxes with inlets, wherever, in the opinion of the Commissioner, such should be done.
- O. Catch basins or inlets which are not located along the route of the work of this Contract but which are destroyed or damaged by the Contractor due to his construction or hauling operations must be repaired or replaced by the Contractor at his expense. Gutter boxes which are not located along the route of the work of this Contract, but which are destroyed or damaged by the Contractor due to his construction or hauling operations must be replaced by the Contractor at his expense.

- P. Unless herein modified, all restoration of pavements must comply with the requirements of latest version of the Chicago Department of Transportation (CDOT) “Rules and Regulations for Construction in the Public Way”. Pavement markings and road features shall be restored to their original condition.
- Q. After completion and acceptance of all water main work, Contractor must complete full pavement restoration within thirty (30) calendar days. Contractor will be responsible for maintaining the roadway(s) in a safe and passable condition during construction through the installation of final surface and pavement markings.

1.10 CONTRACTOR WORK DOCUMENTATION SUBMITTALS

- A. Contractor must document all construction related activities including but not limited to the amount of material used, labor and fixed rate items as requested by the Commissioner. This documentation must conform with the guidelines set by the City of Chicago. The documentation shall be in the form of a daily report with information including number of workers and trade classification, equipment, pay items completed, hand sketches and or logs of completed activity. This documentation must be provided to the Commissioner on a daily basis.
- B. All construction equipment costing to be in conformance with IDOT Force Account Billing procedures based on the Equipment Watch Rental Rate Blue Book.
- C. Contractors must enter all pre-construction and post-construction inspections, digital photographs, daily work sheets, daily work activities, completion statuses and billing information into the Department’s work order tracking system: Infor10EAM, CW, CTSPACE, and Primavera (P-6). Payment will be made for only the completed and accepted Work, which is properly entered into Infor10EAM by the Contractor. Contractor is required to enter the data via wireless communication devices compatible with the above mentioned work order tracking system software.
- D. Contractor will be responsible for all expenses in order to document their work force productivity including but not limited to the procurement of above mentioned software, licenses and data communication devices. The initial training regarding the above software and technology systems will be provided by the Commissioner with a “Train the Trainer” approach as part of the initial agreement. All subsequent training sessions for Contractor’s staff required to use these systems must be conducted by the Contractor.
- E. Contractor is responsible for ensuring that all work is completed in accordance with the Time of Completion in the Proposal Section of Book 2. The only work assignment source will be Infor10EAM; no other sources will be acceptable for evaluating the timeline outlined in this document. Any emergency or rush work orders will be entered and transferred into Infor10EAM or the City’s 311 Service Request System by the Commissioner.
- F. After completion and acceptance of all water main work (the final water main connection), Contractor must complete concrete cap/plug within seven (7) calendar days. Substantial completion of all pavement and parkway restoration, including but not limited to ADA ramps, sidewalk, curb and gutter, striping, landscape, etc. must be completed within thirty (30) days of the installation of the concrete cap/plug. Contractor will be responsible for maintaining the roadway(s) in a safe and passable condition during construction through the installation of final surface and pavement markings. If the work is completed when the asphalt plants are closed, the

Contractor shall have forty-five (45) days after the plants begin operation to complete the work. Exceptions are any project with a Notice to Proceed on or after March 1, must be completed within thirty (30) days of the installation of the concrete cap/plug.

NOTICE of Water Service Interruption

Project:

Street Location:

DEAR OWNER OR OCCUPANT

The water supply to your house, building and / or property will be temporarily interrupted due to water system improvement work in your neighborhood.

DATE: _____

BETWEEN the HOURS of _____ and _____.

Please contact _____ with
_____ at phone no.: _____
with any questions or concerns.

Thank you in advance for your patience.

Department of Water Management, City of Chicago

END OF SECTION 01 11 00

SECTION 01 11 10

**COMPLIANCE WITH
AMERICAN IRON AND STEEL REQUIREMENTS**

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This work is funded in all or in part by the USEPA Drinking Water State Revolving Loan Fund as administered by the Illinois Environmental Protection Agency (IEPA). Current loan rules include a requirement that certain iron and steel products incorporated into the project be produced in the United States (USA). The requirements are commonly called the American Iron and Steel Requirements (AISR). In Book 1 and Book 2 the Contractor certifies that any “Buy America” provisions will be met. The current loan rules require that the Contractor provide verification to the City that all iron and steel covered by the AISR are American-made. This specification section provides details on what iron and steel materials must meet these requirements and the documentation to be submitted by the Contractor for verification.
- B. The Contractor acknowledges to and for the benefit of the City of Chicago (“Purchaser”) and the State of Illinois (the “State”) that it understand the goods and services under this agreement are being funded with monies made available by the Clean Water State Revolving Fund which has statutory requirements commonly known as “American Iron and Steel,” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement” (or AISR) including iron and steel products provided by the Contractor pursuant to this project. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement (AISR), (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement as may be requested by the Purchaser or the State. Notwithstanding any other provisions of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of the project, the Purchaser and the

Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect) shall be amended or waived without prior written consent of the State.

- C. The AISR provisions apply to items actually incorporated into the work. The provisions do not apply to items that are used temporarily in the construction and then removed from the work. Such items include: traffic control equipment, trucks, construction equipment, tools, testing equipment, temporary steel plates for construction in roads, trench boxes, scaffolding, dewatering well points, dewatering pumps, hoses, temporary utility supports, temporary sheeting and shoring, lights, temporary devices, temporary trailers, and all other temporary equipment, materials and components used to construct the work, but not incorporated into the work..
- D. Mechanical and electrical components and systems are not considered “construction materials” and are not required to meet these requirements.
 - a. Mechanical components typically have motorized parts and/or are powered by a motor.
 - b. Electrical equipment is typically any equipment powered by electricity and includes components that are part of the electrical distribution system.
 - c. Examples of mechanical and electrical components not required to meet these provisions (including appurtenances necessary for their intended use and operation) include pumps, motors, gear reducers, drives, variable frequency drives, valve actuators (electric/hydraulic/pneumatic), mixers, gates, motorized screens (such as traveling screens), blowers, aeration equipment, compressors, meters, sensors, controls, switches, supervisory control and data acquisition (SCADA) equipment, computer systems, filtration systems, filters, settling/clarifier equipment, settling/clarifier mechanisms, rakes, grinders, disinfection systems, sediment dewatering equipment, conveyors, cranes, HVAC equipment (excluding ductwork, which is covered by this requirement), water heaters, heat exchangers, generators, electrical boxes, electrical enclosures, electrical switchgear, motor control centers, control panels, lighting fixtures, electrical conduit and wiring, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical equipment, etc.
- E. Construction material primarily made of iron or steel and permanently incorporated into the finished project must meet these requirements.
 - a. “Steel” items are defined as “an alloy that includes at least 50% iron, between 0.02% and 2% carbon, and may include other elements”. This steel definition includes carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.
 - b. Iron includes ductile iron, cast iron, grey iron and other iron materials.

- c. An item is considered to be made “primarily of iron or steel” if it is “made of greater than 50% iron or steel, measured by cost”. Cost is based on “material cost” which includes the material and labor cost to manufacture the iron or steel product the cost to assemble a multi part item. (For instance, for a fire hydrant the material cost includes the labor and material cost to manufacture the iron and steel parts, but not to assemble the hydrant).
- d. Produced in the United States (USA) means that all manufacturing process must take place in the USA. This includes melting, refining, forming, rolling, drawing, finishing, fabricating and coating.
 - i. If any domestic iron and steel product is taken out of the USA for any part of the manufacturing process, the entire product is considered to be from foreign source.
 - ii. Raw materials such as iron ore, limestone, and iron and steel scrap used to create the iron and steel do not have to come from USA sources.
 - iii. Coating materials applied to the iron or steel products do not have to come from USA sources.
 - iv. Non-iron or steel components of an iron or steel product do not have to come from USA sources. For instance, non iron or steel components of fire hydrants and valves do not have to come from USA sources.
- e. Municipal castings permanently incorporated into the finished project made of grey iron, ductile iron or steel must meet this requirement. Examples of municipal castings are as follows: Access hatches, ballast screen, benches (iron and steel), bollards, cast bases, cast iron hinged hatches, square and rectangular, cast iron riser rings, catch basin inlet, cleanout/monument boxes, construction covers and frames, curb and corner bollards, curb openings, detectable warning plates, downspout shoes (Boot, Inlet), drainage grates/frames/curb inlets, inlets, junction boxes, lampposts, manhole covers/rings/frames/risers, meter boxes, service boxes, steel hinged hatches (square and rectangular), steel riser rings, trash receptacles, tree grates, tree guards, trench grates, valve boxes/covers/risers.
- f. Structural steel shapes permanently incorporated into the finished project must meet this requirement. Examples of structural steel shapes include I-beams, channels, angles, tees, zees, H.-piles, sheet piling, tie plates, cross ties, tie rods, etc.
- g. Iron and steel construction products permanently incorporated into the project must meet this requirement. This includes, but is not limited to the following components if made of iron or steel: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope, cables, tubing, framing, joists, trusses, fasteners (including nuts and bolts), welding rods, decking,

grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and tube fencing, guardrails, doors, stationary screens, etc.

- h. Iron and steel components of cast in place and precast reinforced concrete must meet these requirements. Examples include reinforcing bars, wire fabric, etc.
 - i. All precast manufacturing must be done in the USA
 - ii. Cement and other raw materials used in the concrete production do not have to have a USA origin.
- i. Iron and steel piping systems permanently incorporated into the project must meet this requirement. This includes, but is not limited to the following components if made of iron or steel: pipe (lined or unlined), fittings, valves, hangers, couplings, hydrants, tanks, flanges, pipe clamps, restraints and other appurtenances

F. Items considered as iron or steel in this work are shown in Table 2 below.

G. The regulations allow certain “waivers” from the AISR requirements. Except for the “de minimis waiver” discussed below, waivers will be difficult and time consuming to apply for. The regulation assumes that waivers will be rare exceptions. For this project waiver applications will be reviewed and approved or rejected by USEPA. The Contractor must notify the Representative of the Commissioner if a component of iron, steel that meeting AISR is not available. The Contractor must provide documentation necessary for the City to prepare a waiver application to USEPA that meets USEPA waiver approval requirements. The allowable waivers are identified the March 20 2014 USEPA guidance memo on AISR. The documentation required from the Contractor for a waiver will be identified on a case-by-case basis.

H. USEPA has promulgated a “de minimis” waiver that allows the use of non-USA iron and/or steel goods when they occur in de minimis as incidental components of the eligible project.

- a. Total de minimis incidental components cumulative may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into the entire project.
- b. The cost of an individual item included in the de minimis calculation may not exceed 1 % of the total cost of the materials used in and incorporated into the entire project.
- c. USEPA considers the following miscellaneous generally low cost items to be eligible for the de minimis calculation: small washers, screws, fasteners

(including nuts and bolts) miscellaneous wire, corner bead, ancillary tube, etc. Iron and steel items that cannot be included in the de minimis calculation include pipe, elbows, flanges, brackets, tees, fittings, valves, treatment and storage tanks, support structures, HVAC duct work, iron and steel construction products and castings, etc.

- d. The Contactor may consider that the items presented in the table below meet the USEPA de minimis waiver. The Contractor must identify to the City which items on the work will be considered as being provided under the USEPA de minimis waiver. The Contractor must provide documentation to the City showing that the total cost of the items being provided under the USEPA de minimis waiver comprise no more than 5% of the total materials cost used in and incorporated into the work. Alternatively, the Contractor may consider these items as iron, steel meeting the AISR and provide the appropriate documentation for that category as discussed above.

Table 1 Items Considered Eligible for USEPA De-Minimis Waiver		
Section No	Section Title	Items
05 10 00	Structural and Miscellaneous Steel	bolts and nuts, anchors, inserts
33 11 13	Ductile Iron Water Main and Fittings	bolts, nuts, gaskets
33 31 13	Sewer Main Pipe and Fittings	bolts, nuts, gaskets
33 12 17	Water Main Tapping Connections & Valves	bolts, nuts
33 11 15	Thrust Restraint for Water Mains	tie rods, bolts, nuts
33 12 19	Fire Hydrants	bolts, nuts
33 20 00	Concrete Reinforcing	reinforcing tie wires

1.2 SUBMITTALS

- A. Contractor must provide verification documentation that each iron, steel component incorporated into the work meets the AISR. If the Contractor changes suppliers at any time during the construction for any iron, steel, good, or component covered by the requirement, or if any new item is added to the work, the Contractor must notify the Representative of the Commissioner of the change, and must provide to the City verification documentation that the new component meets the AISR .
- B. The Contractor must maintain a log of all iron, steel components incorporated into the work that are covered by this requirement. The log must include (at a minimum) the name of the component, the specification section, the name of the

supplier, the date of supplier provision of verification, an alpha/numerical reference number of the supplier's verification documentation, and an appendix including copies of each supplier verification document, each page marked with the Contractor's alpha/numeric reference number for that item. Also the Contractor must provide additional verification for conformance with AISR as discussed in more detail below. The Contractor must provide the log file (including appendix and other supplemental information) to the City as follows:

- a. On a monthly basis until all iron, steel and manufactured good components incorporated into the work are included in the log and appendix.
 - i. Contractor monthly pay application will not be approved until acceptable log file and appendix has been received by City, or, if no changes have been made, a letter from the Contractor is received stating that no changes have been made and the date of the last complete submittal.
 - b. Each time a supplier of a component is changed, or a new component added to the work.
 - c. At the request of the City.
- C. Items on this project that must conform to the AISR provisions.

Table 2		
Iron and Steel Items That Must Meet AISR Provisions		
Section No	Section Title	Items
33 20 00	Concrete Reinforcing	Reinforcing steel, pavement dowels, wire fabric
05 10 00	Structural and Miscellaneous Steel	Structural steel, sheet steel piling left in place,
33 05 21	Utility Pipe Jacking	Casing pipe
33 11 13	Ductile Iron Water Main and Fittings	Pipe, fittings, mechanical joint restraint glands ("mega lugs") sleeves (each type), hangers (and other supports)
33 11 15	Thrust Restraint for Water Mains	Steel, reinforcing steel,
33 12 19	Fire Hydrants	Hydrants
33 12 20	Water Main Valve Basins and Meter Vaults	Valve basins and meter vaults with reinforcing, all frames and covers/grates, gaskets, steps

Table 2 Iron and Steel Items That Must Meet AISR Provisions		
Section No	Section Title	Items
33 31 13	Sewer Main Pipe and Fittings	Ductile iron pipe, fittings, steel couplings cast iron pipe (drains)
33 39 13	Sewer Manholes, Catch Basins, Inlets & Special Structures	Steel, reinforcing steel, frames, covers, grates, galvanized steel adjusting plates, reinforced concrete pipe and fittings, PVC pipe joint sleeves
33 12 13	Water Services 2-Inches and Smaller	Round way, shut off boxes,
33 12 16	Water Main Control Valves	Gate valves, butterfly valves, electric and manual valve actuators, gaskets
33 12 17	Water Main Tapping Connections & Valves	Blind flanges, tapping connections, valves. Tapping valves, tapping sleeves.
31 23 10	Excavation, Trenching and Backfilling	Structural supports left in place
33 39 13	Sewer Manholes, catch basins, inlets & special structures	Sewer manholes, catch basins, and inlets with steel reinforcing, all frames and grates/covers, gaskets, steps
32 31 13	Chain-Link Fence and Gates	Fence assembly

- D. In addition to the items identified above, Contractor must include in log and provide verification documentation on other items incorporated into the work that may not be listed above including: items inadvertently not included in the lists; items added by addenda, change order, field order or response to request for information; items added to the work by any other means.
- E. Documentation Requirements
- a. The AISR provisions require the Contractor to submit proof of compliance for each iron and steel product covered by the regulations. As required by the AISR provisions the Contractor must use one of the following two alternative proofs of compliance.
 - i. Proof of Compliance Alternate 1 - Contractor is to provide “step certification” of production of each iron and steel product covered by the regulations.

1. Each handler, supplier, fabricator, manufacturer, processor, coater must provide a certification that their step in the process was performed in the USA. Each time a step in the manufacturing process takes place, the manufacturer delivers the work along with a certification that the work was done in the USA. Provide certification documentation for each step to the Contractor for submittal to the Representative of the Commissioner.

2. Sample Step Certification Letter

(Company Letterhead)

(Letter Date)

To: (Representative of the Contractor)

(Project name)

From: (Name of Company providing product and
Certification)

(Company Address)

(City, State, Zip)

Subject: American Iron and Steel Step Certification

(Project Name)

City of Chicago Department of Water Management

(DWM Term Agreement Number)

I, (name of company representative), certify that the (name manufacturing step, i.e. melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing/fabricating, etc.) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated by the USEPA State Revolving Fund Program as administered by IEPA in Illinois.

Spec Section Number	Material
xxxx	xxx
Xxxx	Xxx
Xxxx	xxx

These processes took place at the following location:

(Facility Name, Facility Address)

If any of the above compliance statements change while providing material to this project, we will immediately notify you.

(Signed by Company Representative)

- ii. Proof of Compliance Alternate 2 – When the final manufacturer delivers the iron or steel product to the worksite, the vendor or the Contractor may provide a certification that all the manufacturing processes occurred in the USA.

1. Sample Certification Letter

(Company Letterhead)

(Letter Date)

To: (Representative of the Contractor)

(Project name)

From: (Name of Company providing product and
Certification)

(Company Address)

(City, State, Zip)

Subject: American Iron and Steel Step Certification

(Project Name)

City of Chicago Department of Water Management

(DWM Term Agreement Number)

I, (name of company representative), certify that the following products and/or materials shipped or provided for the subject project are in full compliance with the American Iron and Steel requirement as mandated by the USEPA State Revolving Fund Program as administered by IEPA in Illinois.

Spec Section Number	Material	Mfg. or Fab. Process	Location Where Process took Place Name, Address
XXXX	xxx	xxx	xxx
Xxxx	Xxx	Xxx	Xxx
Xxxx	xxx	xxx	xxx

If any of the above compliance statements change while providing material to this project, we will immediately notify you.

(Signed by Company Representative)

- F. The documentation letters must be submitted with the Shop Drawings provided for approval.
 - a. If the letters are not available at the time of shop drawing submittal, the shop drawings must contain a statement that the materials meet the AISR provisions, and state that the compliance letters will be provided prior to delivery of materials to the site.
 - b. Materials will be rejected if required documentation is not provided.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01 20 00

MEASUREMENTS AND PAYMENTS

PART 1 – BID ITEMS

1.1 GENERAL

- A. This section identifies Bid items by number and lists applicable Specification sections and methods of payment and measurement.
- B. The Contractor must provide all Work as specified in Section 01 11 00 – Summary of Work necessary to construct each Bid item as shown on the Drawings, specified here, or as directed by the Commissioner.
- C. **Furnishing all Labor, Materials, Equipment and Transportation Services:** Contractor must furnish all labor, materials, proper equipment and machinery and transportation services necessary to perform and complete in a workmanlike manner and within the specified time, all Work required under this contract.
 - 1. **Furnish:** Furnish means supply and deliver to the Work area, ready for unloading, unpacking, assembly, installation and similar operations.
 - 2. **Install:** Install means the actual unloading, packing, assembly, erection, constructing, placing, anchoring, applying, working to dimension, finishing, curing and protecting, cleaning and similar operations.
 - 3. **Provide:** Furnish and Install as required.
 - 4. **Work:** All labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in such construction. Work is also used to mean the same as Project/Sub-Order.
- D. All costs of required items of Work and incidentals that are necessary for the satisfactory completion of the Work shall be considered as included in the Item Bid. The cost of work not directly covered by the pay items shall be considered incidental to the contract and no additional compensation shall be allowed.
- E. The Contractor shall take no advantage of any apparent error or omission on the Drawings or Specifications and the Commissioner shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

1.2 UNIT PRICE ITEMS

- A. Payment for all Work shall be in accordance with the unit price bid items in the Schedule of Prices and shall be full compensation for all labor, materials and equipment required to furnish, install, construct and test the Work covered under the unit price Bid item.
- B. Payment will be made only for the actual quantities of work performed in compliance with the Drawings and Specifications and as approved by the Commissioner. The Contractor will be paid an amount equal to the approved quantity times applicable unit price. Any unused balance of the unit price work shall revert to the City upon completion of the project.
- C. All unit price work shall be considered as part of the Work to be performed within the time limits specified elsewhere for Substantial Completion and Project Completion. No increase in contract time will be allowed for increases in quantities of unit price Work performed beyond the quantities shown in the Notice to Proceed, unless it can be demonstrated that the additional Work performed under the unit price item is on the critical path of the Project Schedule.

1.3 MEASUREMENT OF QUANTITIES

- A. Quantities will be measured on a daily basis and entered into Infor10EAM by the Contractor. Final payment quantities shall be evaluated from the record drawings. The record drawing lengths, dimensions, quantities, etc. shall be determined by a survey after completion of all required Work. The precision of final payment quantities shall match the precision shown for that item in the Bid Schedule. Measurements will be taken according to the United States standard measurements and in the manner as specified in these Specifications.
- B. Measurements Devices
 - 1. Scales shall be inspected, tested and certified by the applicable Weights and Measures Department within the past year and shall be of sufficient size and capacity to accommodate the conveying vehicle.
 - 2. Metering devices shall be inspected, tested and certified by the applicable department within the past year.
 - 3. Volume shall be determined by cubic dimension by multiplying mean length by mean width by mean height or thickness.
 - 4. Area shall be determined by square dimension by multiplying mean length by mean width or height.

5. Linear measurement shall be measured by linear dimension, along the item centerline or mean chord.
6. Stipulated price measurement shall include items measured by number, weight, volume area, length or combination thereof as appropriate.

Item	Method of Measurement
AC	Acre - Field Measure
AL	Allowance
CY	Cubic Yard - Field Measure within limits specified or shown, or measured in vehicle by volume, as specified
DAY	Calendar Day
EA	Each - Field Count
GAL	Gallon - Field Measure
HR	Hour
LB	Pound(s) - Weight Measure by Scale
LF	Linear Foot - Field Measure
LS	Lump Sum - Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
TON	Ton - Weight Measure by Scale (2,000 pounds)
VF	Vertical Foot - Field Measure

1.4 DESCRIPTION OF BID ITEMS

A. **Bid Item No. 100: MOBILIZATION / JOB SET-UP**

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 01 11 00 – Summary of Work.
- b. Section 01 55 26 – Traffic Control.

2. Method of Payment:

All payment for Work under ITEM No. 100, JOB SET-UP, will be paid for the contract LUMP SUM price per the following schedule:

Percent of Job Set-up	Activity
25%	Permitting, bonding and insurance
	Submittals and Schedule of Work
	Construction layout and staking
	Furnishing, installation and removal of project signs
	Inspection and documentation of existing conditions
	Posting No Parking signs
50%	Mobilization of personnel, equipment, supplies and incidentals
	Dust Control
	Removing dirt, mud and other debris from work site and city streets
	Keep site clean and organized in a workmanlike manner
	All other work which must be performed, or costs incurred, when beginning a project
25%	Site clean-up and removal of all construction equipment, material and debris from the streets, parkways and / or private lots after restoration is complete
	Removal of No Parking signs and project signs

This bid price must not be less than one percent (1%) or exceed three percent (3%) of the total bid for all bid items in the contract (excluding MOBILIZATION / JOB SET-UP). MOBILIZATION / JOB SET-UP will be calculated for payment for each project and the amount paid for MOBILIZATION / JOB SET-UP for each project will be an amount equal to the total remaining bid items of the project multiplied by the ratio of the overall contract value of Item No. 100 and the total overall contract value. If the project is cancelled before the Work is complete, the job set-up cost will be pro-rated based on the amount of work that was completed at the

time of cancellation. Final payment of Item No. 100 will be adjusted, up or down, at the end of a project based on quantities actually constructed.

B. Bid Item No. 101: TRAFFIC CONTROL

1. Specification References:

Work of the following Specification Sections is included under this Bid Item.

- a. Section 01 55 26 – Traffic Control.

2. Measurement for Payment:

TRAFFIC CONTROL will be measured per EACH for Work which includes:

- a. Furnishing, installing, locating, arranging, maintaining, relocating and removing traffic control devices and temporary pavement markings as required.
- b. Furnishing, installing, maintaining, and removal of temporary pavement surfacing including hot-mix asphalt, or cold patch asphalt, or plating, or combination thereof as required to maintain the trench for access to private property, public streets, and alleys during the construction period or where a street closure is not authorized. (Reference Section 01 55 26, Paragraph 3.3, A) (Cold patch shall be used only when hot-mix is not available or when directed by the Commissioner).
- c. All active trench cuts or excavations open to traffic including vehicles, pedestrians, bicycles, etc., must have temporary pavement which consists of HMA or asphalt cold patch to provide a smooth and level surface. Compacted crushed stone fill will be allowed as temporary pavement in active trench cuts or excavations located in permitted closed work zones to allow for temporary parking relief as directed by the Commissioner and must meet the requirements of Section 351 of the SSRBC.
- d. Traffic control will be paid one per Each Suborder for all streets requiring water main replacement, complete. This work shall include, but is not limited to, intersecting water main alignments, “Y” or “Tee” connections and branches, discontinuous, parallel non-intersecting water main alignments, or other alignment configurations within the

suborder work scope and plans. Payment will be made as one per Each Suborder issued by the Commissioner regardless of varying project limits or project lengths. No other payment or additional compensation will be made.

Street classification used for payment will be determined based on the majority of project work area.

3. Method of Payment:

All payment for Work, under ITEM No. 101, TRAFFIC CONTROL, will be paid for under Bid Items designated 101a and 101b as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 101a	Traffic Control – Residential Street
ITEM 101b	Traffic Control – Collector, Secondary Arterial and Primary Arterial Streets

C. **Bid Item No. 102: TELEVISED INSPECTION OF SEWERS AND SEWER STRUCTURES**

1. Specification References:

Work on the following Specification Sections are referenced under this Bid Item.

- a. Section 01 32 36 – Televised Inspection of Sewer Mains.
- b. Section 01 55 26 – Traffic Control.

2. Measurement for Payment:

TELEVISED INSPECTION OF SEWERS AND
SEWER

STRUCTURES will be measured as LINEAR FOOT of sewer inspected, for Work which includes:

- a. Providing permitting, job set-up and traffic control as required to perform work.
- b. Performing a televised inspection of pipe (paid per linear foot) as directed by the Commissioner.
- c. Performing additional televised inspections as

necessary to verify that all remedial cleaning and repair work has been satisfactorily completed to a minimum of pre-construction conditions will be considered incidental to the Work and no additional payment will be allowed.

- d. In the instance the Contractor encounters an impassable obstruction, the Contractor will notify the Commissioner of the obstruction and obtain approval prior to discontinuing the inspection.

3. Method of Payment:

All payment for Work, under ITEM No. 102, TELEVISED INSPECTION OF SEWERS AND SEWER STRUCTURES, will be paid for under Bid Item designated 102 as noted in the Schedule of Prices. All Work will be paid per LINEAR FOOT for:

ITEM 102	Televised Inspection of Sewers and Sewer Structures
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D. Bid Item No. 110: ADDITIONAL TRENCH EXCAVATION

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.

2. Measurement for Payment:

Work under item 110a and 110b will be measured per CUBIC YARD of additional excavation below the depth of eight (8) feet from ground level. ADDITIONAL TRENCH EXCAVATION will be measured as CUBIC YARD of additional trench excavation, for Work which includes:

- a. Trench excavation, hauling and disposal of spoils.
- b. Furnishing, placing and removing excavation protection system.
- c. Furnishing, placing and compacting trench

backfill, bedding and trench stabilization stone.

d. Dewatering excavations.

3. Method of Payment:

All payment for Work under ITEM No. 110, ADDITIONAL TRENCH EXCAVATION, will be paid for under Bid Item designated 110a through 110b as noted in the Schedule of Prices. All Work will be paid per CUBIC YARD for:

ITEM 110a	Additional Trench Excavation (Within Trench Neat Lines) 8 to 12 feet from Ground Level
ITEM 110b	Additional Trench Excavation (Within Trench Neat Lines) 12 to 16 feet from Ground Level

E. Bid Item No. 111: STREETCAR TRACK AND TIE REMOVAL

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 03 30 00 – Cast-In-Place Concrete Structures.
- b. Section 31 23 10 – Excavation, Trenching and Backfilling.
- c. Section 31 23 19 – Dewatering Excavation.

2. Measurement for Payment:

STREETCAR TRACK AND TIE REMOVAL will be measured per LINEAR FOOT of streetcar track and tie removed as authorized by the Commissioner, for Work which includes:

- a. Saw cutting rail, ties and sleeper slabs for removal.
- b. Excavating, hauling and disposal of rails, ties, cables, spikes, subsurface sleeper slabs, concrete, supports and other streetcar track appurtenances.
- c. Furnishing and installing insulated copper cable, splices, cadwelds, waterproofing and other appurtenances.

3. Method of Payment:

All payment for Work under ITEM No. 111, STREETCAR TRACK AND TIE REMOVAL will be paid for under Bid Items designated 111a and 111b as noted in the Schedule of Prices. All Work will be paid per LINEAR FOOT for:

ITEM 111a	Streetcar Track and Tie Removal – With Jumper Cable
ITEM 111b	Streetcar Track and Tie Removal – Without Jumper Cable

F. Bid Item No. 112: ROCK EXCAVATION

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.

2. Measurement for Payment:

ROCK EXCAVATION will be measured as CUBIC YARD of rock excavated within the Neat Lines of excavation or as authorized by the Commissioner, for Work which includes:

- a. Excavating, hauling and disposal of material classified as “Rock.”
- b. The volume of Rock Excavation removed will be determined from the length, width, and depth of the trench where rock is encountered for payment purposes, but shall not exceed the dimensions of the pipe trench as detailed on the Drawings, plus any allowance made for installing sheeting, bracing, or pipe bedding. This volume, which shall be known as the Not to Exceed “100% Theoretical Volume” of Rock Excavation (in CUBIC YARDS), shall be agreed to and approved by the Commissioner PRIOR to commencing work for this Bid Item No. 112 Rock Excavation. No additional compensation will be paid for quantities in excess of the 100% Theoretical

Volume of Rock Excavation agreed to by the Commissioner.

- c. The handling, transport and disposal of Rock to CCDD facilities or permitted landfill facilities is included in this Bid Item No. 112; all permitting, fees, documentation, preparing manifests shall be considered incidental. No additional compensation will be paid.

3. Method of Payment:

All payment for Work under ITEM No. 112, ROCK EXCAVATION, will be paid for under Bid Items designated 112 as noted in the Schedule of Prices. All Work will be paid per CUBIC YARD for:

- a. Work under this Bid Item No. 112 Rock Excavation shall be supplementary only to those line items which include excavation. However, Bid Item No. 160a Special Soils Waste Excavation and Disposal will not be considered supplementary to this Bid Item No. 112; no other related line items or duplicate quantities will be paid.

ITEM 112	Rock Excavation
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G. Bid Item No. 113: TEST HOLE

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.

2. Measurement for Payment:

TEST HOLE will be measured per EACH, for Work which includes:

- a. Excavating at locations authorized by the Commissioner for the purpose of locating existing utilities, including private drains on properties where

lead service lines will be replaced.

- b. The test hole shall be of a size and depth sufficient to identify and establish the location of the existing utility.
- c. After verification and documentation of the existing utility, the test hole shall be backfilled with either excavated material or granular trench backfill as approved by the Commissioner.

3. Method of Payment:

All payment for Work under ITEM No. 113, TEST HOLE, will be paid for under Bid Item designated 113 as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 113	Test Hole
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H. Bid Item No. 120: WATER MAIN INSTALLED IN OPEN CUT

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- d. Section 33 11 00 – Concrete Pipe Water Mains
- e. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- f. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement for Payment:

WATER MAIN INSTALLED IN OPEN CUT will be measured as LINEAR FOOT installed for the diameter specified, exclusive of footage included in other Bid Items, for Work which includes:

- a. Saw cutting to full depth of existing pavement.
- b. Removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be

discarded, landscaping, sidewalk or any other flatwork encountered.

- c. Trench excavation and disposal of spoils to eight (8) feet in depth.
- d. Furnishing, placing and removing excavation protection system.
- e. Excavation dewatering.
- f. Furnishing and installing ductile iron water main piping, fittings, gaskets, polyethylene encasement, thrust restraint, concrete thrust blocks and appurtenances.

(For pay item 120g, furnishing and installing ductile iron or Pre-stressed Concrete Cylinder Pipe water main piping, fittings, gaskets, polyethylene encasement, thrust restraint, concrete thrust blocks and appurtenances)

- g. Measurement for payment of furnishing and installing ductile iron water distribution pipe will be on a linear foot basis as determined by measurement along the centerline of the pipe in place. Payment will constitute full compensation for all Work necessary for installation of ductile iron water distribution pipe, saw cutting pavement, excavation, removal and disposal of asphalt or concrete pavements and excavated material, excavation support system, utility support system, dewatering, temporary water service distribution system, backfilling to pavement surface and compaction, cleaning, testing and all other specified work.
- h. Installation and removal of temporary hydrants, including additional piping and fittings.
- i. Furnishing, placing and compacting trench backfill and bedding.
- j. Testing and disinfection of installed water mains. Dechlorination (when necessary) will be paid under a separate Bid Item.
- k. Finish grading.

3. Method of Payment:

- a. Restrained Joint Pipe will not be compensated for unless shown on the drawings or as directed by the Commissioner.

All payment for Work under ITEM No. 120, WATER MAIN INSTALLED IN OPEN CUT, will be paid for under Bid Items designated as 120a through 120n as noted in the Schedule of Prices. All Work will be paid per LINEAR FOOT installed for:

ITEM 120a	Water Main Installed in Open Cut – 8-Inch
ITEM 120b	Water Main Installed in Open Cut – 12-Inch
ITEM 120c	Water Main Installed in Open Cut – 16-Inch
ITEM 120d	Water Main Installed in Open Cut – 24-Inch
ITEM 120e	Water Main Installed in Open Cut – 30-Inch to 36-Inch
ITEM 120f	Water Main Installed in Open Cut – 42-Inch to 48-Inch
ITEM 120g	Water Main Installed in Open Cut – 60-Inch (Ductile Iron or PCCP)
ITEM 120h	Water Main (Restrained Joint) Installed in Open Cut – 8-Inch
ITEM 120i	Water Main (Restrained Joint) Installed in Open Cut – 12-Inch
ITEM 120j	Water Main (Restrained Joint) Installed in Open Cut – 16-Inch
ITEM 120k	Water Main (Restrained Joint) Installed in Open Cut – 24-Inch
ITEM 120l	Water Main (Restrained Joint) Installed in Open Cut – 30-Inch to 36-Inch
ITEM 120m	Water Main (Restrained Joint) Installed in Open Cut – 42-Inch to 48-Inch
ITEM 120n	Water Main (Restrained Joint) Installed in Open Cut – 60-Inch

I. Bid Item No. 121: VALVE INSTALLATION

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
 b. Section 31 23 19 – Dewatering Excavation.
 c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.

- d. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- e. Section 33 12 16 – Water Main Control Valves.
- f. Section 33 12 20 – Water Main Valve Basins & Meter Vaults.
- g. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement for Payment:

Measurement for payment to furnish and install valves (size) will be on a per EACH basis. Payment will be based upon actual quantity, of each valve furnished and installed, in accordance with the requirements of the Contract Documents. Payment will constitute full compensation for all Work necessary to install the valves, including, but not limited to, the purchase, delivery to the work site, on-site storage, delivery to the work areas, surface preparation, placement and cleanup.

VALVE INSTALLATION will be measured per EACH installed valve, for Work which includes:

- a. Saw cutting to full pavement depth or surface features.
- b. Removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- c. Furnishing, placing and removing excavation protection systems.
- d. Dewatering excavations.
- e. Furnishing and installing valve, two (2) 1-Inch test taps (for valves less than or equal to 12-inches in size), gaskets, polyethylene encasement, thrust restraint and appurtenances. Refer to Detail D-13, Appendix A.
- f. Furnishing and installing valve, two (2) 2-Inch test taps (for valves 16 inches and larger in size), gaskets, polyethylene encasement, thrust restraint and appurtenances. Refer to Detail D-13, Appendix A.
- g. Furnishing and installing valve basin, frame and lid.

- h. Furnishing, placing and compacting trench backfill and bedding.

BUTTERFLY VALVE INSTALLATION will be measured per EACH installed valve, for Work which includes:

- a. All items as noted above in a-h.
- b. Furnishing and installing one (1) adjacent inspection manhole, including ductile iron tee, blind flange, gaskets, fittings, polyethylene encasement, thrust restraint, and appurtenances.
- c. Furnishing and installing precast manhole basins, frames, and lids.
- d. Furnishing, placing and compacting trench backfill and bedding.

For valves 24-Inches and larger, each test tap is to be installed in its own basin and is to be paid for separately under Bid Item No. 126a as shown on the drawings.

3. Method of Payment:

All payment for Work under ITEM No. 121, VALVE INSTALLATION, will be paid for under Bid Items designated as 121a through 121g as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 121a	Valve Installation – 8-Inch
ITEM 121b	Valve Installation – 12-Inch
ITEM 121c	Valve Installation – 16-Inch
ITEM 121d	Butterfly Valve Installation – 24-Inch
ITEM 121e	Butterfly Valve Installation – 36-Inch
ITEM 121f	Butterfly Valve Installation – 48-Inch
ITEM 121g	Butterfly Valve Installation – 54-Inch

J. Bid Item No. 122: RESILIENT WEDGE VALVE

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- b. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- c. Section 33 12 16 – Water Main Control Valves.

2. Measurement for Payment:

RESILIENT WEDGE VALVE will be measured per EACH resilient wedge valve of the specified size as shown on the Drawings and as specified, for Work which includes:

- a. Furnishing and installing mechanical joint resilient wedge valve, gaskets, polyethylene encasement, thrust restraint and appurtenances.
- b. Furnishing and installing test taps and plugs as directed by the Commissioner.

3. Method of Payment:

All payment for Work under ITEM No. 122, RESILIENT WEDGE VALVE, will be paid for under Bid Items designated as 122a through 122c as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 122a	Resilient Wedge Valve – 8-Inch
ITEM 122b	Resilient Wedge Valve – 12-Inch
ITEM 122c	Resilient Wedge Valve – 16-Inch

K. Bid Item No. 123: HYDRANT INSTALLATION

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavations.
- c. Section 32 17 23 – Pavement Markings.
- d. Section 33 12 19 – Fire Hydrants.
- e. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- f. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- g. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement for Payment:

HYDRANT INSTALLATION will be measured per EACH installed hydrant, for Work which includes:

- a. Saw cutting to full pavement depth and removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Trench excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection systems.
- d. Dewatering excavations.
- e. Furnishing and installing water main piping, fittings, gaskets, polyethylene encasement, thrust restraint and appurtenances.
- f. Furnishing and installing hydrant and hydrant lead, up to ten (10) feet in length. Additional length will be paid under Bid Item 120.
- g. Furnishing, placing and compacting trench backfill and bedding.
- h. Furnishing and installing perforated drain pipe and drain field.
- i. Removal of existing paint and re-painting thirty (30) feet of curb adjacent to and centered on hydrant.
- j. Flange painting as specified on the Drawings.

HIGH RISE HYDRANT INSTALLATION will be measured per EACH installed high rise hydrant, for Work which includes:

- k. All items noted (a-j) above.
- l. Furnishing and installing all items including but not limited to the Bill of Materials as noted in the detail pages for high rise hydrants (D-4, 1-7)

- m. Furnishing and installing high rise hydrant vault (detail page D-4).
- n. Furnishing and installing frame and lid.

Pay items 123c and 123d will be issued as additives for high rise fire hydrants based on the final height of the hydrant riser (as measured from the flange of the ¼ bend to the flange of the hydrant head).

3. Method of Payment:

All payment for Work under ITEM No. 123, HYDRANT INSTALLATION, will be paid for under Bid Items designated 123a through 123d as noted in the Schedule of Prices. All Work will be paid per EACH for:

- a. Fire Hydrant installations installed as part of the proposed water main shall be paid per Bid Item No. 123.
- b. Fire Hydrant installations cut into and installed on an existing water main with a Tee Connection shall be paid under both Bid Item 140 (for the appropriate size of the existing water main) and Bid Item No. 123. No other connection line item(s) or additional compensation will be paid.

ITEM 123a	Hydrant Installation on Water Main
ITEM 123b	High Rise Hydrant Installation on Water Main (< 40 Feet)
ITEM 123c	High Rise Hydrant Installation (Additive for height > 40 Feet)
ITEM 123d	High Rise Hydrant Installation (Additive for height > 80 Feet)

L. Bid Item No. 124: SIDE CONNECTION

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavations.

- c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- d. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- e. Section 33 12 16 – Water Main Control Valves.
- f. Section 33 12 20 – Water Main Valve Basins & Meter Vaults.
- g. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. MEASUREMENT FOR PAYMENT

SIDE CONNECTION will be measured per EACH side connection installed for the diameter specified, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Trench excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection system.
- d. Dewatering excavations.
- e. For connections to water mains larger than 16 inches in diameter, preconstruction flushing is to be completed on the large diameter mains.
- f. Furnishing and installing water main piping, fittings, gaskets, polyethylene encasement, thrust restraint and appurtenances.
- g. The following fittings of the type and size shown on the Drawings are included in this Bid Item: two (2) D.I. MJ Tees, one (1) D.I. MJ Bend, one (1) D.I. MJ Cap, two (2) D.I. Transition Sleeves or MJ Sleeves as required.
- h. Water main pipe length included:
 - i. Ten (10) feet or less used in the making of the side connection on the run of an existing water main.
 - ii. Fifteen (15) feet used in the making of the side connection between the runs of the water main.

- iii. Where the water main pipe (8-inch to 16-inch) used in the making of the side connection on the run of the existing water main exceeds ten (10) feet, all connections to the existing pipe will be included in Bid Item No. 124 and the additional pipe will be measured under Bid Item No. 120.
 - iv. Where the water main pipe (24-inch to 48-inch) used in the making of the side connection on the run of the existing water main exceeds ten (10) feet, all connections to the existing pipe will be included in Bid Item No. 124(d-g) and the additional pipe will be measured under Bid Items No. 120.
 - i. Cutting, capping and bracing the existing pipe and removal of existing pipe and fittings.
 - j. Providing connections to existing water mains.
 - k. Furnishing and installing valve, valve basin, frame and lid.
 - l. Furnishing and installing test taps and plugs for pressure testing and chlorination, as directed by the Commissioner. This work is incidental to this Bid Item No. 124.
 - m. Furnishing, placing and compacting trench backfill and bedding.
 - n. The size of the connections listed in Items 124a to 124g in the table below will be paid based on the following: The first size number correlates to the size of the new pipe and valve between the two water mains. The second size number correlates to the size of the run on the new tee that connects into the existing water main. Any additional reducers or increasers will be paid under Bid Item No. 125.
3. Method of Payment:

All payment for Work under ITEM No. 124, SIDE CONNECTION, will be paid under Bid Items designated as 124a through 124g as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 124a	8-Inch Side Connection to 16-Inch and Smaller Water Main
ITEM 124b	12-Inch Side Connection to 16-Inch and Smaller Water Main

ITEM 124c	16-Inch Side Connection to 16-Inch and Smaller Water Main
ITEM 124d	12-Inch Side Connection to 24-30-Inch Water Main
ITEM 124e	12-Inch Side Connection to 36-48-Inch Water Main
ITEM 124f	16-Inch Side Connection to 24-30-Inch Water Main
ITEM 124g	16-Inch Side Connection to 36-48-Inch Water Main

M. Bid Item No. 125: FITTINGS – NOT SHOWN ON DRAWINGS

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 32 11 13 – Ductile Iron Water Pipe and Fittings.
- b. Section 33 11 15 – Thrust Restraint for Water Main Piping.

2. Measurement for Payment:

FITTINGS that are not shown on Drawings will be measured as follows:

- a. Fittings will be measured at the manufacturer's listed fitting weight, in POUNDS of fittings and joint restraint glands installed. The unit cost of the associated pipe length of the fitting must be subtracted to arrive at the payment for Work which includes:
 - 1. Furnishing and installing fittings, gaskets, polyethylene encasement, thrust restraint and appurtenances.
- b. Actual fittings installed in the new water main in **EXCESS** of the fittings shown on Drawings and Not incidental to associated bid line items, will be eligible for compensation subject to the approval of the Commissioner. No other bid line item(s) or additional compensation will be paid.

3. Method of Payment:

All payment for Work under ITEM No. 125, FITTINGS – NOT SHOWN ON DRAWINGS, will be paid for under Bid Items designated 125a through 125d as noted in the Schedule of Prices. All work will be paid per POUND for:

ITEM 125a	12-Inch and Smaller Fittings (Inside the CBD) – Not Shown on Drawings
ITEM 125b	16-Inch and Larger Fittings (Inside the CBD) – Not Shown on Drawings
ITEM 125c	12-Inch and Smaller Fittings (Outside the CBD) – Not Shown on Drawings
ITEM 125d	16-Inch and Larger Fittings (Outside the CBD) – Not Shown on Drawings

N. Bid Item No. 126: TEST TAP INSTALLATION IN BASIN

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- c. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavations.
- c. Section 33 11 00 – Concrete Pipe Water Mains.
- d. Section 33 11 13 – Ductile Iron Water Pipe & Fittings.
- e. Section 33 12 13 – Water Services – 2-Inch & Smaller.
- f. Section 33 12 20 – Water Main Valve Basins & Meter Vaults.
- g. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement for Payment:

TEST TAP INSTALLATION IN BASIN will be measured per EACH test tap installed on the diameter of pipe specified, for Work which includes:

- a. Saw cutting to full pavement depth.
- b. Removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- c. Furnishing, placing and removing excavation protection system.
- d. Dewatering excavations.

- e. Furnishing, placing and compacting trench backfill and bedding.
 - f. Furnishing and installing precast concrete manhole, frame, and lid.
 - g. Preparing pipe surface for test tap. Furnishing and installing tapping saddle, and 2" test tap.
 - h. Installing mortar encasement of tapping saddle on PCCP water main.
3. Method of Payment:
All payment for Work under ITEM No. 126, TEST TAP INSTALLATION IN BASIN, will be paid for under Bid Item designated 126a through 126b as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 126a	Test Tap and Basin on CI or DI Pipe
ITEM 126b	Test Tap and Basin on PCCP

O. Bid Item No. 127: INSULATION OF WATER MAIN, BRANCH CONNECTIONS AND WATER SERVICE

1. Specification References:
- Work of the following Specification Sections are referenced under this Bid Item.
- a. Section 33 07 00 – Insulation for Water Main Pipe and Appurtenances.
2. Measurement for Payment:
- INSULATION OF WATER MAIN AND WATER SERVICE will be measured as LINEAR FOOT of insulation of water mains, and water services installed, for Work which includes:
- a. Furnishing and installing rigid board insulation including tape and backfill per the Standard Detail.
3. Method of Payment:

All payment for Work under ITEM No. 127, INSULATION OF WATER MAIN AND WATER SERVICE, will be paid for under Bid Items designated 127a and 127b as noted in the Schedule of Prices. All Work will be paid per LINEAR FOOT for:

ITEM 127a	Insulation of Water Main
ITEM 127b	Insulation of Water Service

P. Bid Item No. 128: WATER MAIN PIPE INSTALLED WITHIN CASING PIPE BY JACKING AND BORING

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavations.
- c. Section 33 05 21 – Utility Pipe Jacking.
- d. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.

2. Measurement for Payment:

WATER MAIN PIPE INSTALLED WITHIN CASING PIPE BY JACKING AND BORING will be measured as LINEAR FOOT. Payment will constitute full compensation for all Work necessary for a complete installation including, but not limited to, labor, materials and supplies, and equipment required for the handling and installation of the casing and carrier pipe, construction of access and receiving shaft, shaft support, shoring and bracing removal, groundwater control, annular space fill, spacers, casing end plugs and other associated materials and surface settlement monitoring, on-site storage, delivery to work areas, site preparation and restoration and clean-up.

Jacking pit size limit for measurement purposes will be ten (10) feet wide by forty (40) feet long to a depth as indicated on the plans, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.

- b. Excavation and disposal of spoils.
- c. Providing excavation protection system.
- d. Dewatering excavations.
- e. Providing a Class SI concrete “mud” slab on jacking pit floor.
- f. Furnishing, placing and compacting trench backfill and bedding.
- g. Finish grading.

Receiving pit size limit for measurement purposes will be ten (10) feet wide by ten (10) feet long to a depth as indicated on the plans, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Excavation and disposal of spoils.
- c. Providing excavation protection system.
- d. Dewatering excavations.
- e. Furnishing, placing and compacting trench backfill and bedding.
- f. Finish grading.

WATER MAIN INSTALLED WITHIN CASING PIPE BY JACKING AND BORING will be measured as LINEAR FOOT of casing pipe installed for the diameter specified, for Work which includes:

- a. Excavation and disposal of soil.
- b. Augering or jacking casing pipe.

- c. Coordinating with the railroad, highway or utility owner under which the casing pipe is being installed.
 - d. Furnishing and installing restrained joint water main piping, fittings, gaskets, polyethylene encasement, thrust restraint, casing spacers, casing end seals and appurtenances.
 - e. Furnishing, placing and compacting trench backfill and bedding.
 - f. Testing and disinfection of installed water mains.
3. Method of Payment:

All payment for Work under ITEM No. 128, WATER MAIN INSTALLED WITHIN CASING PIPE BY JACKING AND BORING, will be paid for under Bid Items designated 128a and 128b as noted in the Schedule of Prices. All Work will be paid per LINEAR FOOT for:

ITEM 128a	Install 8-Inch D.I. Restrained Joint Water Main Within 20-Inch Casing Pipe By Jacking and Boring
ITEM 128b	Install 12-Inch D.I. Restrained Joint Water Main Within 24-Inch Casing Pipe By Jacking and Boring

Q. Bid Item No. 129: REPLACEMENT OF EXISTING SEWER, EXISTING DRAIN PIPES AND EXISTING HOUSE DRAINS (24-INCH AND SMALLER)

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
 - b. Section 31 23 19 – Dewatering Excavations.
 - c. Section 33 05 21 – Replacement of House Drains
 - d. Section 33 05 22 – Repair and Adjustment of Sewer Mains and Structures.
 - e. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
 - f. Section 33 31 13 – Sewer Main Pipe and Fittings.
2. Measurement for Payment:

REPLACEMENT OF EXISTING SEWER with DUCTILE IRON PIPE will be measured as LINEAR FOOT installed, for Work (see Bid Items 129a through 129f) which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection system.
- d. Dewatering excavations.
- e. Furnishing and installing ductile iron piping, transition couplings, fittings, gaskets, polyethylene encasement and appurtenances.
- f. Furnishing and installing flexible transition coupling for sewer piping.
- g. Furnishing and placing Bentonite Seal when required.
- h. Furnishing, placing and compacting trench backfill and bedding.
- i. Providing for and maintaining the existing sewage flow.
- j. Connecting of replacement pipe to the existing sewer pipe.

3. Method of Payment:

All payment for Work under ITEM No. 129, REPLACEMENT OF EXISTING SEWER, EXISTING DRAIN PIPES AND EXISTING HOUSE DRAINS with DUCTILE IRON will be paid for under Bid Items designated 129a through 129f as noted in the Schedule of Prices. All Work will be paid per LINEAR FOOT for:

ITEM 129a	Replacement of Existing Sewer with Ductile Iron Pipe, 6-Inch Dia.
ITEM 129b	Replacement of Existing Sewer with Ductile Iron Pipe, 8-Inch Dia.

ITEM 129c	Replacement of Existing Sewer with Ductile Iron Pipe, 10 to 12-Inch Dia.
ITEM 129d	Replacement of Existing Sewer with Ductile Iron Pipe, 15 to 16-Inch Dia.
ITEM 129e	Replacement of Existing Sewer with Ductile Iron Pipe, 18-Inch Dia.
ITEM 129f	Replacement of Existing Sewer with Ductile Iron Pipe, 24-Inch Dia.

R. Bid Item No. 130: REPLACE EXISTING ROUNDWAY, SERVICE CONTROL VALVE, SHUT-OFF BOX, VALVE BOX OR VALVE BASIN

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavations.
- c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- d. Section 33 12 13 – Water Services 2-Inches and Smaller.
- e. Section 33 12 16 – Water Main Control Valves.
- f. Section 33 12 20 – Water Main Valve Basins & Meter Vaults.

2. Measurement for Payment:

REPLACE EXISTING ROUNDWAY OR SERVICE CONTROL VALVE, SHUT-OFF BOX, VALVE BOX OR VALVE BASIN will be measured per EACH roundway, service control valve, shut-off box, valve box and valve basin replaced, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection system.

- d. Dewatering excavations.
 - e. Replace any existing shut-off box, valve box or valve basin which is found to be damaged, misaligned or for any reason interfering with the operation of the roundway or service control valve.
 - f. Replace any existing roundway or service control valve, which is found to be inoperable or fails to stop the water flow for any reason on any service that is to be transferred to the new water main.
 - g. Testing water service for control.
 - h. Furnishing, placing and compacting trench backfill and bedding.
 - i. For Bid Items 130e and 130f, when directed by the Commissioner, upgrade the resilient wedge valve of Bid Item 143 to a double disc gate valve, install the valve in an upright position and abandon the existing service control valve.
3. Method of Payment:

All payment for Work under ITEM No. 130, REPLACE EXISTING ROUNDWAY OR SERVICE CONTROL VALVE, SHUT-OFF BOX, VALVE BOX OR VALVE BASIN, will be paid for under Bid Items designated as 130a through 130g as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 130a	Replace Existing Roundway (1-Inch) and Shut-off Box
ITEM 130b	Replace Existing Roundway (1-1/2 to 2-Inch) and Shut-off Box
ITEM 130c	Replace Existing Shut-off Box
ITEM 130d	Replace Existing Valve Box
ITEM 130e	Upgrade Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (4 to 6-Inch)
ITEM 130f	Upgrade Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (8 to 12-Inch)
ITEM 130g	Construct New Valve Basin

S. Bid Item No. 135: WATER MAIN QUALITY PVC DRAIN CONNECTION 6-INCH BY PIPE BURSTING

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 01 32 36 – Televised Inspection of Sewer Mains.
- b. Section 31 23 10 – Excavation, Trenching and Backfilling.
- c. Section 31 23 19 – Dewatering Excavations.
- d. Section 33 05 21 – Replacement of House Drains
- e. Section 33 05 22 – Repair and Adjustment of Sewer Mains and Structures.
- f. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- g. Section 33 31 13 – Sewer Main Pipe and Fittings.

2. Measurement for Payment:

WATER MAIN QUALITY PVC DRAIN CONNECTION 6-INCH BY PIPE BURSTING will be measured as LINEAR FOOT installed, for Work which includes:

- a. Mobilizing any and all equipment required for the pipe bursting and cleaning of the private drain
- b. Locating the drain in the city right of way to be pipe burst, outlining, and staking out the access pits, the mainline sewer and the water main.
- c. The contractor must provide a sketch and plan with locations of the access pits and the tree to be protected.
- d. Any and all work required to properly locate the drains to be pipe burst.
- e. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.

- f. Construction of pits for insertion of the water main quality pipes for pipe bursting.
- g. Excavation by conventional excavation methods or vactor or air excavation when within the vicinity of a tree.
- h. Furnishing, placing, and removing excavation protection systems, plating, daily securing, placing temporary pavement and protection of the construction zone until the zone is returned to the city for final restoration.
- i. Dewatering excavations.
- j. Only excavation by supersonic air, hydro-vactor or hand excavation shall be allowed within 10' of the tree, also known as the critical root zone.
- k. Furnishing, placing, and compacting trench backfill, bedding and subbase.
- l. Providing for and maintaining the existing sewage flow.
- m. Preparing the sub-grade.
- n. Removing the existing sewer.
- o. Adjusting existing B-boxes and residential water meter structures, frames, and lids, including exposing existing structures, prior to adjustment
- p. Protecting the trees following the City of Chicago Standard Tree Protection Instructions.
- q. Pruning and removing roots by a tree care professional as required if any roots are inside the trench.
- r. Removing any existing fencing, masonry or existing landscape required to make the access pit.
- s. Outside of the critical root zone the trench width must be limited to a 5' trench width. The length and depth shall be as necessary to facilitate the installation of the CIPP liner or HDPE pipe. No payment will be made for over excavation unless authorized by the commissioner.
- t. Pruning and removing roots inside the sewer trench and

replacing the existing sewer to facilitate the installation of the liner.

- u. Cleaning the drain connection in the right of way.
- v. Removing and disposing any debris from the cleaning of the drain connection.
- w. The contractor shall provide a televised video and review in accordance with NASSCO of the drain in city right of way to be pipe burst.
- x. Furnishing and installing a Water Main Quality PVC sewer by pipe bursting.
- y. Any additional light cleaning of the drain connection required prior to lining.
- z. Providing for and maintaining the existing sewer flow.
- aa. Inside Diameter must meet similar diameter connecting to the existing drain connection
- bb. The PVC pipe must be of water main quality meeting AWWA C900
- cc. Providing post video of the pipe in accordance with NASSCO.
- dd. Performing a hydrostatic pressure test to in accordance with ASTM F1216 section 8.3 to ensure water tightness and to provide the testing report to the commissioner.
- ee. Pressure test of the pipe shall be to the maximum expected surcharge. The maximum expected surcharge shall be defined as the main line sewer invert to the top of the rim plus four feet (4'), not less than 10 psi.
- ff. The duration of the test must not be less than one hour.
- gg. Providing the pressure pipe testing reports. The report must be submitted no more than 48 hours following the completion of testing.
- hh. Any cleaning of the pipe burst drain connection to ensure a reliable test is performed.

- ii. Any retest resulting from the failure of the pipe burst section to maintain pressure shall be redone at no additional charge to the city.
- jj. Remove existing sewer to facilitate the installation of the sewer lines to reestablish the connection into existing drain connection.
- kk. Furnishing and installing PVC, ductile iron piping, MJ sleeves, transition couplings, bends, stubs, fittings, gaskets, clamps, and appurtenances to reestablish the connection into existing drain connection.
- ll. Furnishing and installing flexible transition coupling for sewer piping. Hydrophobic seal around the host pipe and pipe burst section.
- mm. Providing a temporary flume for and maintaining the existing sewage flow.
- nn. Furnishing and installing Ductile Iron Pipe or Water Main Quality 150 PSI PVC to reestablish the pipe burst section drain connection to the existing sewer.
- oo. Removing existing sewer pipe to create a proper joint for the connection of the entire drain assembly.
- pp. Providing polyethylene encasement for the ductile iron transition.

3. Method of Payment:

All payment for Work under ITEM No. 135, WATER MAIN QUALITY PVC DRAIN CONNECTION 6-INCH BY PIPE BURSTING will be paid for under Bid Items designated as 135 as noted in the Schedule of Prices.

The pipe burst section shall only be paid once the associated has passing pressure pipe testing results.

Any defects noted during the secondary post video of the pipe burst section must repaired at the contractor's own expense.

All Work will be paid per LINEAR FOOT for:

ITEM 135	Water Main Quality PVC Drain Connection 6-Inch by Pipe Bursting
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T. Bid Item No. 140: TEE CONNECTION TO EXISTING WATER MAIN

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- d. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- e. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement for Payment:

The size of each tee connection is defined as the size of the new tee that is installed. TEE CONNECTION TO EXISTING WATER MAIN will be measured per EACH tee connection installed for the diameter specified, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection systems.
- d. Dewatering excavations.
- e. For connections to water mains larger than 16 inches in diameter, preconstruction flushing is to be completed on the large diameter mains.
- f. Furnishing and installing water main piping, fittings, gaskets, polyethylene encasement, thrust restraint and appurtenances.

- g. The following fittings of the type and size shown on the Drawings are included in this Bid Item: one (1) D.I. MJ Tee, one (1) D.I. MJ Cap, two (2) D.I. MJ Reducers or Increasers, two (2) D.I. Transition Sleeves or MJ Sleeves as required.
- h. Water main pipe length included:
 - i. Five (5) feet or less used in the making of the connection on the run of an existing water main.
 - ii. Where the water main pipe (8-inch to 16-inch) used in the making of the connection on the run of the existing water main exceeds five (5) feet, all connections to the existing pipe will be included in Bid Item No. 140(a-c) and the additional pipe will be measured under Bid Item No. 120.
 - iii. Where the water main pipe (24-inch to 36-inch) used in making of the connection on the run of the existing water main exceeds five (5) feet, all connections to the existing pipe will be included in Bid Item No. 140(d-f) and the additional pipe will be measured under Bid Item No. 120.
- i. Furnishing, placing and compacting trench backfill and bedding.
- j. Providing connections to the existing water main.
- k. Cutting, capping and bracing the existing pipe and removal of existing pipe fittings.

3. Method of Payment:

All payment for Work under ITEM No. 140, TEE CONNECTION TO EXISTING WATER MAIN, will be paid for under Bid Items designated as 140a through 140f as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 140a	8-Inch Tee Connection to 16-Inch and Smaller Water Main
ITEM 140b	12-Inch Tee Connection to 16-Inch and Smaller Water Main
ITEM 140c	16-Inch Tee Connection to 16-Inch and Smaller

	Water Main
ITEM 140d	8-Inch Tee Connection to 24 to 36-Inch Water Main
ITEM 140e	12-Inch Tee Connection to 24 to 36-Inch Water Main
ITEM 140f	16-Inch Tee Connection to 24 to 36-Inch Water Main

U. Bid Item No. 141: CONNECTION TO EXISTING FITTING OR PIPE

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- d. Section 33 11 00 – Concrete Pipe Water Mains
- e. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- f. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement for Payment:

The size of each pipe connection is defined as the size of the new water main that is being connected to the existing pipe or fitting. CONNECTION TO EXISTING FITTING OR PIPE will be measured per EACH connection installed for the diameter specified, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection systems.
- d. Dewatering excavations.

- e. Furnishing and installing water main piping, fittings, gaskets, polyethylene encasement, thrust restraint and appurtenances.
 - f. The following fittings are included in this item: two (2) D.I. MJ Bends, one (1) D.I. MJ Cap, two (2) D.I. MJ Reducers, two (2) D.I. Transition Sleeves or MJ Sleeves as required.
 - g. Where connections are made to Concrete Pipe water mains, provide adapters to connect from Concrete Pipe bell end and spigot end to bell or plain end Ductile Iron Pipe Class 52 or Ductile Iron fitting end as required.
 - h. Water main pipe length included:
 - i. Five (5) feet or less used in the making of the connection.
 - ii. Where the water main pipe used in the making of the connection exceeds five (5) feet, all connections to the existing pipe will be included in Bid Item No. 141 and the additional pipe will be measured under Bid Item No. 120.
 - j. Furnishing, placing and compacting trench backfill and bedding.
 - k. Providing connections to the existing water main.
 - l. Cutting, capping and bracing the existing pipe and removal of existing pipe and fittings.
 - m. When pipe installation and connections are laid in kind (same alignment as existing), payment under line item 141 are limited to one EACH.
 - n. Furnishing and installing test taps and plugs for pressure testing and chlorination, as directed by the Commissioner. This work is incidental to this Bid Item No. 141.
3. Method of Payment:

All payment for Work under ITEM No. 141, CONNECTION TO EXISTING FITTING OR PIPE, will be paid for under Bid Items designated 141a through 141g as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 141a	8-Inch Connection to Existing Fitting or Pipe
ITEM 141b	12-Inch Connection to Existing Fitting or Pipe
ITEM 141c	16-Inch Connection to Existing Fitting or Pipe
ITEM 141d	24-Inch Connection to Existing Fitting or Pipe
ITEM 141e	30-Inch to 36-Inch Connection to Existing Fitting or Pipe
ITEM 141f	42-Inch to 48-Inch Connection to Existing Fitting or Pipe
ITEM 141g	60-Inch Connection to Existing Fitting or Pipe

V. Bid Item No. 142: PRESSURE CONNECTION TO EXISTING CAST IRON OR DUCTILE IRON WATER MAIN

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- d. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- e. Section 33 12 13 – Water Services 2-Inches and Smaller.
- f. Section 33 12 16 – Water Main Control Valves.
- g. Section 33 12 17 – Water Main Tapping Connections and Valves.
- h. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.
- i. Section 33 12 20 – Water Main Valve Basins & Meter Vaults.

2. Measurement for Payment:

The size of each pressure connection will be defined as the size of the tapping valve utilized in the pressure connection. PRESSURE CONNECTION will be measured per EACH pressure connection installed for the diameter specified, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.

- b. Excavation and disposal of spoils.
 - c. Furnishing, placing and removing excavation protection systems.
 - d. Dewatering excavations.
 - e. Furnishing and installing water main piping, fittings, gaskets, polyethylene encasement, thrust restraint and appurtenances.
 - f. Furnishing, placing and compacting trench backfill and bedding.
 - g. Furnishing and installing tapping valve, sleeve, test tap, valve basin, frame and lid.
3. Method of Payment:

All payment for Work under ITEM No. 142, PRESSURE CONNECTION, will be paid for under Bid Item designated 142 as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 142	8-Inch or 12-Inch Pressure Connection to 16-Inch and Smaller C.I. or D.I. Water Main
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W. Bid Item No. 143: INSTALL AND/OR RECONNECT WATER SERVICE TO WATER MAIN

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- d. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- e. Section 33 12 13 – Water Services 2-Inches and Smaller.

- f. Section 33 12 14 – Water Meter Installation.
- g. Section 33 12 16 – Water Main Control Valves.
- h. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement for Payment:

NEW EXTERIOR WATER SERVICE, FROM THE WATER MAIN TO THE ROUNDWAY (this pay item applies where an existing lead water service is being replaced) will be measured per LINEAR FOOT installed for the diameter specified, exclusive of footage included in other bid items, for Work which includes:

- a. Contacting Property Owners and distributing information to them as specified in Section 33 12 13, including requesting the Property Owner's signature on the Right of Entry form.
- b. Meeting with the Property Owners prior to construction to schedule and review the water service installation work as specified in Section 33 12 13.
- c. Preparing and submitting to the Commissioner for review and approval a drawing showing existing conditions and proposed water service, as specified in Section 33 12 13; and photos documenting pre- and post-construction conditions, as described in Appendix E.
- d. Surveying the existing conditions both above and below ground outside of the city's right-of-way to determine the locations of, including but not limited to, the existing utilities, foundations, trees, fences and the exterior and interior of the building that the Work will take place at. Any foreseeable damages caused to items outside of the city's right-of-way will be the responsibility of the Contractor.
- e. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- f. Tapping the new water main, furnishing and installing new water service, corporation cocks, and appurtenances.

- g. Furnishing and installing new roundways, shut-off Boxes and appurtenances. Removing existing shut-off Boxes.
- h. Where required, providing connections to the existing water service within the public right-of-way.
- i. Cutting, capping and bracing the existing service and removal of any associated pipe at the water main.
- j. Flushing the full water service line (from outside the residence) in accordance with AWWA C810.
- k. Excavation and disposal of spoils in accordance with Federal, State and Local guidelines and requirements.
- l. Furnishing, placing and removing excavation protection systems.
- m. Dewatering excavations.
- n. Traffic control.
- o. Environmental protection.
- p. For open cut installations, furnishing, placing and compacting trench backfill and bedding to pavement surface. Furnishing and placing mason sand from 6 inches below the copper service pipe and extending to 6 inches above the copper service pipe.
- q. Preparing and submitting post-construction record documents, which may include revising the previously prepared pre-construction drawing to reflect as-built conditions.
- r. Permitting and permit fees.

NEW EXTERIOR WATER SERVICE, FROM THE ROUNDWAY INTO THE BUILDING (this pay item applies where an existing lead water service is being replaced) will be measured per LINEAR FOOT installed for the diameter specified, exclusive of footage included in other bid items, for Work which includes:

- a. Meeting with the Property Owner to review and request their signature on the Property Owner Agreement form.

- b. Contractor is responsible for performing a limited hazardous materials survey (consisting of inspecting and/or testing) for lead-based paint and/or asbestos containing materials in the area disturbed by the planned construction as part of the contract unit price for water service replacement. The Contractor must notify the homeowner of the results. The abatement of any identified lead-based paint and/or asbestos containing materials is the responsibility of the homeowner to be performed in advance of construction. If the homeowner chooses not to abate the hazardous material, then the lead service replacement (partial) will only take place from the water main to the b-box and the waiver form for opting out of the full lead service replacement will need to be signed by the homeowner.
- c. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- d. Cutting, coring, or patching as needed to bring the water service inside the property.
- e. Providing connections to the existing water service inside the property to the location either two (2) feet from the foundation or to the first shut-off valve (whichever is first encountered measured from the point where the water service line is visible inside the house).
- f. Cutting, capping and bracing the existing service and removal of any associated pipe at the residence.
- g. Work inside the building to complete the installation of new service line and all related components and appurtenances.
- h. Flushing the full water service line (from inside the residence) in accordance with AWWA C810.
- i. Installing a new meter and removing (as needed) the existing meter under direction by the Commissioner (meter to be provided by the Commissioner).
- j. Excavation and disposal of spoils in accordance with Federal, State and Local guidelines and requirements.

- k. Furnishing, placing and removing excavation protection systems.
- l. Dewatering excavations.
- m. Traffic control.
- n. Environmental protection.
- o. For open cut installations, furnishing, placing and compacting backfill and bedding to surface, which includes mason sand from 6 inches below the copper service pipe and extending to 6 inches above the copper service pipe.

EXTRA COPPER INTERIOR PIPE will be measured per LINEAR FOOT installed for the diameter specified, exclusive of footage included in other bid items, for Work which includes:

- a. Providing and installing copper pipe in the building interior to connect to interior plumbing that is more than two (2) feet inside the house or past the shut off valve (whichever is shorter) when requested by the Commissioner.
- b. Providing fittings necessary to connect the copper pipe from the end point under Item No. 143e, 143f, 143g or 143h to the additional water service connection point.
- c. Removal and disposal of existing pipe.
- d. Provide and install piping support as necessary.
- e. Note that this piping will all be inside the building and not include any excavation or restoration.
- f. Payment will only be allowed under this item if the Contractor has obtained prior written permission from the Commissioner for additional copper pipe replacement.

WATER SERVICE: TAP NEW OR EXISTING WATER MAIN, CONNECT NEW AND RECONNECT EXISTING 1", 1-1/2", 2" COPPER OR 3" AND LARGER IRON WATER SERVICE TO WATER MAIN (this pay item only applies where an existing water service is copper or iron) will be measured per EACH reconnected water service for Work which includes:

- a. Furnishing and installing water fittings, roundways, corporation cocks, gaskets, polyethylene encasement, thrust restraint and appurtenances.

- b. Furnishing and installing resilient wedge valves.
- c. Providing connections to the existing water service.
- d. Cutting, capping and bracing the existing pipe and removal of existing pipe and fittings.
- e. Testing existing services for control. Verify the size and location of each service connection prior to installation of the proposed water main.

WATER SERVICE PIPE: TYPE K COPPER 1", 1-1/2", 2" COPPER OR 4" AND LARGER DUCTILE IRON (this pay item only applies where an existing water service is copper or iron) will be measured per LINEAR FOOT installed for the diameter specified, exclusive of footage included in other bid items, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection systems.
- d. Dewatering excavations.
- e. Furnishing and installing water service piping, fittings, polyethylene encasement, and appurtenances.
- f. Testing and disinfection of water service piping.
- g. Furnishing, placing and compacting trench backfill and bedding to pavement surface.

3. Method of Payment:

All payment for Work under ITEM No. 143a-d NEW EXTERIOR WATER SERVICE, FROM THE WATER MAIN TO THE ROUNDWAY will be paid for under Bid Item designated 143a-d as noted in the Schedule of Prices. All Work for NEW EXTERIOR WATER SERVICE, FROM THE WATER MAIN TO THE ROUNDWAY will be paid per LINEAR FOOT for:

ITEM 143a	New Exterior Water Service, from the Water Main to the Roundway, Trenchless (1-inch)
ITEM 143b	New Exterior Water Service, from the Water Main to the Roundway, Open Cut (1-inch)
ITEM 143c	New Exterior Water Service, from the Water Main to the Roundway, Trenchless (1-1/2 to 2 -inch)
ITEM 143d	New Exterior Water Service, from the Water Main to the Roundway, Open Cut (1-1/2 to 2 -inch)

All payment for Work under ITEM No. 143e-h NEW EXTERIOR WATER SERVICE, FROM THE ROUNDWAY INTO THE RESIDENCE, will be paid for under Bid Item designated 143e-h as noted in the Schedule of Prices. All Work for NEW EXTERIOR WATER SERVICE, FROM THE ROUNDWAY INTO THE RESIDENCE will be paid per LINEAR FOOT for:

ITEM 143e	New Exterior Water Service, from the Roundway into the Building, Trenchless (1-inch)
ITEM 143f	New Exterior Water Service, from the Roundway into the Building, Open Cut (1-inch)
ITEM 143g	New Exterior Water Service, from the Roundway into the Building, Trenchless (1-1/2 to 2 -inch)
ITEM 143h	New Exterior Water Service, from the Roundway into the Building, Open Cut (1-1/2 to 2 -inch)

All payment for Work under ITEM No. 143i-j EXTRA COPPER INTERIOR PIPE will be paid for under Bid Item 143i-j as noted in the Schedule of Prices. All Work for Water Service will be paid per LINEAR FOOT for:

ITEM 143i	Extra Copper Interior Water Service (1-inch)
ITEM 143j	Extra Copper Interior Water Service (1-1/2 to 2 inch)

All payment for Work under ITEM No. 143k-r, WATER SERVICE: TAP NEW OR EXISTING WATER MAIN, CONNECT NEW AND RECONNECT EXISTING 1", 1-1/2", 2"

COPPER OR 3" AND LARGER IRON WATER SERVICE TO WATER MAIN, will be paid for under Bid Items designated as 143k through 143r as noted in the Schedule of Prices. All Work for Water Service will be paid per EACH for:

ITEM 143k	Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Copper Service (1-Inch)
ITEM 143l	Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Copper Service (1-1/2 to 2-Inch)
ITEM 143m	Water Service: Resilient Wedge Valve and Reconnect Existing Service (3 to 6-Inch)
ITEM 143n	Water Service: Resilient Wedge Valve and Reconnect Existing Service (8 to 12-Inch)

All Work for WATER SERVICE PIPE: TYPE K COPPER 1", 1-1/2", 2" COPPER OR 4" AND LARGER DUCTILE IRON – OPEN CUT will be paid per LINEAR FOOT for:

ITEM 143o	Water Service Pipe: Type K Copper (1-Inch) – Open Cut
ITEM 143p	Water Service Pipe: Type K Copper (1-1/2 to 2-Inch) – Open Cut
ITEM 143q	Water Service Pipe: Ductile Iron (4-Inch) – Open Cut
ITEM 143r	Water Service Pipe: Ductile Iron (6-Inch) – Open Cut

All payment for Work under ITEM No. 143s OUTSIDE METER INSTALLATION IN VAULT will be paid for under Bid Item 143s as noted in the Schedule of Prices. All Work for will be paid per EACH for:

ITEM 143s	Outside Meter Installation in Vault
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X. Bid Item No. 144: CONNECTION - REMOVE AND REPLACE EXISTING TAPPING CONNECTION SLEEVE

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.

- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- d. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- e. Section 33 12 16 – Water Main Control Valves.
- f. Section 33 12 17 – Water Main Tapping Connections and Valves.
- g. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.
- h. Section 33 12 20 – Water Main Valve Basins & Meter Vaults.

2. Measurement for Payment:

The size of each connection will be defined as the size of the tapping sleeve utilized in making the connection. CONNECTION – REMOVE AND REPLACE EXISTING TAPPING CONNECTION SLEEVE will be measured per EACH connection installed for the diameter specified, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection systems.
- d. For connections to water mains larger than 16 inches in diameter, preconstruction flushing is to be completed on the large diameter mains.
- e. Removing the existing tapping connection sleeve and valve.
- f. Dewatering excavations.
- g. Furnishing and installing water main piping, fittings, sleeves, gaskets, polyethylene encasement, thrust restraint and appurtenances. Installation by placing the new tapping connection sleeve over the existing opening (6", 8" or 12") in the existing feeder main. No tapping is required.

- h. Furnishing, placing and compacting trench backfill and bedding.
- i. Furnishing and installing tapping valve, sleeve, test tap, valve basin, frame and lid.

3. Method of Payment:

All payment for Work under ITEM No. 144, CONNECTION – REMOVE AND REPLACE EXISTING TAPPING CONNECTION SLEEVE, will be paid for under Bid Items designated 144a through 144c as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 144a	8-Inch to 12-Inch Connection to 24-Inch to 30-Inch: Remove and Replace Existing Tapping Connection Sleeve
ITEM 144b	8-Inch to 12-Inch Connection to 36-Inch to 42-Inch: Remove and Replace Existing Tapping Connection Sleeve
ITEM 144c	8-Inch to 12-Inch Connection to 48-Inch: Remove and Replace Existing Tapping Connection Sleeve

Y. Bid Item No. 150: REMOVAL OF EXISTING FIRE HYDRANT

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 15 – Thrust Restraint for Water Main Piping.

2. Measurement for Payment:

REMOVAL OF EXISTING FIRE HYDRANT will be measured per EACH hydrant removed, for Work which includes:

- a. Saw cutting, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.

- b. Excavation and disposal of spoils.
 - c. Furnishing, placing and removing excavation protection system.
 - d. Dewatering excavations.
 - e. Furnishing, placing and compacting trench backfill and bedding.
 - f. Salvaging and delivering of the hydrant to the Department.
 - g. Cutting, capping and bracing the existing hydrant lead.
3. Method of Payment:

All payment for Work under ITEM No. 150, REMOVAL OF EXISTING FIRE HYDRANT, will be paid for under Bid Item designated 150 as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 150	Removal of Existing Fire Hydrant (Abandoned Water Main)
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Z. Bid Item No. 151: ABANDONMENT OF EXISTING VALVE AND BASIN

1. Specification References.

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.

2. Measurement for Payment:

ABANDONMENT OF EXISTING VALVE AND BASIN will be measured per EACH valve and basin removed, for Work which includes:

- a. Saw cutting, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to

be discarded, landscaping, sidewalk or any other flatwork encountered.

- b. Excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection systems.
- d. Removal and disposal of top portion of valve basin.
- e. Dewatering excavation.
- f. Furnishing, placing and compacting trench backfill and bedding to pavement surface.
- g. Salvaging and delivering of the frame and lid to the Department.

3. Method of Payment:

All payment for Work under ITEM No. 151, ABANDONMENT OF EXISTING VALVE AND BASIN, will be paid for under Bid Item designated 151 as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 151	Abandonment of Existing Valve and Basin
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AA. Bid Item No. 152: ABANDONMENT OF EXISTING UNUSED WATER SERVICE ON EXISTING MAIN TO STAY IN SERVICE

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 32 90 00 – Landscape Restoration.
- d. Section 33 12 13 – Water Services 2-Inches and Smaller.

2. Measurement for Payment:

ABANDONMENT OF EXISTING UNUSED WATER SERVICE ON EXISTING MAIN TO STAY IN SERVICE will be measured per EACH water service abandoned, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection system.
- d. Dewatering excavation.
- e. Furnishing, placing and compacting trench backfill and bedding.
- f. Salvaging and delivering of the meter, frame and lid to the Department.
- g. Testing the existing water service for control.
- h. Cutting, removal of the tee and replacement with straight pipe and plugging the abandoned service.
- i. Removing the corporation cock and replacing with a brass plug. Plugging the abandoned service.
- j. Cutting and removing the existing shut-off box or meter vault.

3. Method for Payment:

All payment for Work under ITEM 152, ABANDONMENT OF EXISTING UNUSED WATER SERVICE ON EXISTING MAIN TO STAY IN SERVICE, will be paid for under Bid Items designated 152a and 152b as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 152a	Abandonment of Existing Unused Water Service (Smaller than 3-Inch)
ITEM 152b	Abandonment of Existing Unused Water Service (3-Inch and Larger)

BB. Bid Item No. 153: WATER MAIN ABANDONMENT

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- d. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- e. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement for Payment:

WATER MAIN ABANDONMENT will be measured per EACH abandonment where the subject water main is not being replaced, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection system.
- d. Dewatering excavations.
- e. Furnishing, placing and compacting trench backfill and bedding.
- f. For Bid Item 153a, cutting, capping and thrust blocking the existing water main, or plugging existing fitting.
- g. For Bid Item 153b, cutting and removing the existing water main fitting and reconnecting the existing water main with up to 5-feet of water main piping, sleeves, gaskets, polyethylene encasement, thrust restraint and appurtenances. Where the water main pipe used in

reconnecting the existing water main exceeds 5-feet, the additional pipe will be paid under Bid Item No. 120.

3. Method of Payment:

All payment for Work under ITEM No. 153, WATER MAIN ABANDONMENT, will be paid for under Bid Items designated 153a through 153b as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 153a	Water Main Abandonment (Cut and Cap, or Plug Existing Water Main)
ITEM 153b	Water Main Abandonment (Remove Existing Fitting and Reconnect)

CC. Bid Item No. 160: SPECIAL SOILS WASTE EXCAVATION AND DISPOSAL

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 02 60 00 – Special Soils Excavation and Disposal.
- b. Section 31 23 10 – Excavation, Trenching and Backfilling.
- c. Section 31 23 19 – Dewatering Excavation.

2. Measurement for Payment:

The volume of Special Soils Waste or Hazardous Waste removed will be determined from the length, width and depth of the trench where special soils waste is encountered for payment purposes, but shall not exceed the dimensions of the pipe trench as detailed on the Drawings, plus any allowance made for installing sheeting, bracing or pipe bedding. This volume, which shall be known as the Not to Exceed “100% Theoretical Volume” of SPECIAL SOILS WASTE EXCAVATION AND DISPOSAL (in CUBIC YARDS) of special soils waste removed, shall be agreed to and approved by the Commissioner PRIOR to commencing Work for this Item No. 160. No additional compensation will be paid for quantities in excess of the 100% Theoretical Volume of Special Soils Waste agreed to by the Commissioner. The Work under this bid item includes:

- a. Preparing Work Plan, Disposal Plan, Final Report, Health and Safety Plan and other documentation to address the removal of contaminants.
- b. Paying all permit and disposal facility fees.
- c. Preparing manifests, disposal permitting, documentation and report of activities.
- d. Excavating, hauling and disposal of special soils waste and hazardous waste.
- e. Dust control measures.
- f. Backfill plugs.
- g. Field monitoring during excavation with a Photoionization Detector (PID).
- h. Decontaminating equipment.

WASTE CHARACTERIZATION ANALYSIS will be measured per EACH disposal analysis test, for Work which includes:

- a. Laboratory analysis and testing, for eight (8) borings.
- b. Transporting the sample to the laboratory.

SOIL BORING MOBILIZATION AND SAMPLING will be measured per EACH Work Area, for Work which includes:

- a. Mobilizing soil boring and sampling equipment.
- b. Taking a set soil boring (eight [8] feet depth) including eight (8) borings per Work Area for sampling purposes.
- c. Field sampling and monitoring, obtaining soil samples, traffic control during soil borings, sampling equipment decontamination and bore hole pavement patches.

3. Method of Payment:

All payment for Work under ITEM No. 160, SPECIAL SOILS WASTE EXCAVATION AND DISPOSAL, will be paid under Bid Items designated 160a through 160c as noted in the Schedule of Prices. All Work for SPECIAL SOILS WASTE

EXCAVATION AND DISPOSAL will be paid per CUBIC YARD for:

- a. Work under this Bid Item No. 160a Special Soils Waste Excavation and Disposal shall be supplementary only to those line items which include excavation. However, Bid Item No. 112 Rock Excavation will not be considered supplementary to this Bid Item No. 160a; no other related line items or duplicate quantities will be paid.

ITEM 160a	Special Soils Waste Excavation and Disposal
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For only the incremental cost for transport and additional disposal costs above the costs for trench excavation included as incidental to water main and sewer installation items.

All Work for the WASTE CHARACTERIZATION ANALYSIS and SOIL BORING MOBILIZATION AND SAMPLING will be paid per EACH for:

ITEM 160b	Waste Characterization Analysis
ITEM 160c	Soil Boring Mobilization and Sampling

DD. Bid Item No. 161: NITRILE GASKETS

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.

2. Measurement for Payment:

NITRILE GASKETS will be measured per EACH gasket installed for the diameter specified, for Work which includes:

- a. Furnishing and installing NITRILE GASKETS.

3. Method of Payment:

All payment for Work under ITEM No. 161, NITRILE GASKETS, will be paid for under Bid Items designated 161a through 161e as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 161a	Nitrile Gaskets for a 4-Inch Pipe
ITEM 161b	Nitrile Gaskets for a 6-Inch Pipe
ITEM 161c	Nitrile Gaskets for a 8-Inch Pipe
ITEM 161d	Nitrile Gaskets for a 12-Inch Pipe
ITEM 161e	Nitrile Gaskets for a 16-Inch Pipe

EE. Bid Item No. 170: CUT-IN INSPECTION MANHOLE ASSEMBLY

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 00 – Concrete Pipe Water Mains.
- d. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- e. Section 33 12 20 – Water Main Valve Basins & Meter Vaults.
- f. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement of Payment:

CUT-IN INSPECTION MANHOLE ASSEMBLY, typically applied to PCCP pipe, will be measured per EACH inspection manhole installed, of the size specified, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection system.
- d. Dewatering excavation.
- e. Removal of existing pipe, by neat saw cut and disposing of the removed sections of the PCCP pipe.

- f. Furnishing and installing pipe, all fittings, materials and appurtenances.
- g. Furnishing, placing and compacting backfill and bedding stone.
- h. Furnishing and installing precast concrete manholes, frames and lids.
- i. Furnishing and installing PCCP to D.I. adapters, EACH includes a pair of adapters, one for each end of the pipe.
- j. Furnishing and installing polyethylene encasement.
- k. Swabbing new pipe and fittings with chlorine solution.
- l. Maintaining adapters exposed until water main is restored to system pressure and visual leak inspection made.

3. Method of Payment:

All payment for Work under ITEM No. 170, CUT-IN INSPECTION MANHOLE ASSEMBLY, will be paid for under Bid Items designated 170a through 170e as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 170a	Cut-In Inspection Manhole Assembly: 30-Inch to 36-Inch Pipe
ITEM 170b	Cut-In Inspection Manhole Assembly: 42-Inch Pipe
ITEM 170c	Cut-In Inspection Manhole Assembly: 48-Inch Pipe
ITEM 170d	Cut-In Inspection Manhole Assembly: 54-Inch Pipe
ITEM 170e	Cut-In Inspection Manhole Assembly: 60-Inch Pipe

FF. Bid Item No. 171: PRESSURIZED TAP INSPECTION MANHOLE ASSEMBLY

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 00 – Concrete Pipe Water Mains.
- d. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- e. Section 33 12 17 – Tapping Connections and Valves.
- f. Section 33 12 20 – Water Main Valve Basins & Meter Vaults.
- g. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement for Payment:

PRESSURIZED TAP INSPECTION MANHOLE ASSEMBLY typically applied to PCCP pipe, will be measured per EACH inspection manhole installed, of the size specified, for Work which includes:

- a. Removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Excavation and disposal of spoils.
- c. Furnishing, placing and removing excavation protection system.
- d. Dewatering excavations.
- e. Furnishing and installing tapping sleeve, tapping valve, blind flange, materials and appurtenances and tapping the connection to the existing pipe.
- f. Furnishing and placing concrete mix cover over buried metal parts.
- g. Furnishing, placing and compacting backfill and bedding stone.
- h. Furnishing and installing precast manholes, frames and lids.
- i. Swabbing new pipe and fittings with chlorine solution.

- j. Maintaining tapping sleeve exposed until water main is restored to system pressure and visual leak inspection made.

3. Method of Payment:

All payment for Work under ITEM No. 171, PRESSURIZED TAP INSPECTION MANHOLE ASSEMBLY, will be paid for under Bid Item designated 171 as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 171	Tapped Inspection Manhole Assembly: (54 or 60-Inch) x 24-Inch
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GG. Bid Item No. 172: BLOW-OFF VALVE ASSEMBLY

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 00 – Concrete Pipe Water Mains.
- d. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- e. Section 33 12 16 – Water Main Control Valves
- f. Section 33 12 20 – Water Main Valve Basins & Meter Vaults.
- g. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement for Payment:

BLOW-OFF VALVE ASSEMBLY will be measured per EACH for Work which includes:

- a. Saw cutting to full pavement depth.
- b. Removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.

- c. Furnishing, placing and removing excavation protection systems.
- d. Dewatering excavations.
- e. Furnishing and installing water main piping, fittings, gaskets, polyethylene encasement, thrust restraint and appurtenances.
- f. The following fittings of the type and size shown on the Detail page FM-19 are included in this Bid Item: one (1) D.I. MJ Bend, one (1) MJ Valve, one (1) 8" x 8" D.I. MJ Tee, one (1) D.I. MJ Plug, and one (1) D.I. MJ Cap.

Note: The D.I. MJ Tee placed in line with the new or existing water main will be paid under Bid Item No. 125.

- g. Furnishing and installing basin, frame, and lid.
- h. Furnishing, placing and compacting trench backfill and bedding stone.
- i. Furnishing and installing precast manholes, frames and lids.
- j. Swabbing new pipe and fittings with chlorine solution.

3. Method of Payment:

All payment for Work under ITEM No. 172, BLOW-OFF VALVE ASSEMBLY, will be paid for under Bid Item 172 as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 172	Blow-Off Valve Assembly
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HH. Bid Item No. 173: CARBON FIBER REPAIR OF WATER MAINS

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 01 55 26 – Traffic Control

- b. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.
- c. Section 33 01 12 – Construction Support Services for Dewatering Water Mains
- d. Section 33 01 13 – Carbon Fiber Repair of Water Mains

2. Measurement for Payment:

CARBON FIBER REPAIR OF WATER MAINS will be measured per SQUARE FOOT of interior feeder main repaired, for Work which includes:

- a. Complete repair system design and submission of design calculations and drawings by a structural engineer licensed in the State of Illinois.
- b. Mobilization to the site of personnel, equipment, and all material necessary to complete the repair work.
- c. Providing all safety equipment as required for the repair installation.
- d. Cleaning and preparation of pipe interior according to the manufacturer's recommendations.
- e. Erection of portable scaffolding system on interior of pipe.
- f. Drying of pipe interior.
- g. Furnishing and installing internally bonded carbon fiber reinforced polymer (CFRP), including protective coatings.
- h. Curing of finished CFRP installation.
- i. Providing pull-off tests.
- j. Providing termination joints at each end of the repair section.
- k. Demobilization of all personnel, equipment, and materials from the project site.

4. Method of Payment:

Note: The distances from repair locations to access points will be within industry and safety standards.

The following table shall serve as a reference guide for calculating the square footage of pipe repaired per linear foot of pipe:

Pipe Diameter	Square Feet / LF
36-Inch	7.1 SF
42-Inch	11.0 SF
48-Inch	12.6 SF
54-Inch	14.1 SF
60-Inch	15.7 SF

All payment for Work under ITEM No. 173, CARBON FIBER REPAIR OF WATER MAINS, will be paid for under Bid Item designated 173a through 173b as noted in the Schedule of Prices. All Work will be paid per SQUARE FOOT for:

ITEM 173a	Carbon Fiber Repair of Water Mains: 36 to 48-Inch Diameter
ITEM 173b	Carbon Fiber Repair of Water Mains: 54 to 60-Inch Diameter

II. Bid Item No. 180: REPAIR PRE-EXISTING SERVICE LEAK

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavation.
- c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- d. Section 33 12 13 – Water Services 2-Inches and Smaller.

2. Measurement for Payment:

REPAIR PRE-EXISTING SERVICE LEAK will be measured per EACH existing service line leak repair, not due to the activities of the Contractor, falling outside the Neat Lines of the Work and within the project limits, for Work which includes:

- a. Mobilize on-site within two (2) hours after direction from the Commissioner.
- b. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to,

asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.

- c. Furnishing, placing and removing excavation protection system.
- d. Excavation and disposal of spoils.
- e. Dewatering excavation.
- f. Repairing pre-existing service leaks on live services (City side).
- g. Furnishing and installing water service piping, fittings, and appurtenances.
- h. Furnishing, placing and compacting trench backfill and bedding.
- i. Repairs performed in a workmanlike manner consistent with the City of Chicago's Plumbing Code and Water Main design specifications and standards.
- j. Disinfecting service leaks in accordance with IEPA regulations and AWWA C651.

3. Method of Payment:

All payment for Work under ITEM No. 180, REPAIR PRE-EXISTING SERVICE LEAK, will be paid for under Bid Items designated 180a and 180b as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 180a	Repair Pre-existing Service Leak on Live Services Smaller than 3-Inch
ITEM 180b	Repair Pre-existing Service Leak on Live Services 3-Inch and Above

JJ. Bid Item No. 181: CONSTRUCTION SUPPORT SERVICES FOR DEWATERING WATER MAINS

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 19 – Dewatering Excavations.
- b. Section 33 01 12 – Construction Support Services for Dewatering Water Mains.
- c. Section 33 01 19 – Construction Support Services for Water Main In-Line Leak Detection.
- d. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.

2. Measurement of Payment:

CONSTRUCTION SUPPORT SERVICES FOR DEWATERING WATER MAINS, will be measured for Work which includes:

- a. Opening / closing of Inspection Manholes, removing blind flange and providing access ladder to pipe.
- b. Providing all labor and equipment necessary to safely enter and dewater the pipe from the interior. This includes all necessary ventilation equipment and personnel training.
- c. Dewatering water main prior and during NDT or Carbon Fiber Repair work as specified.

3. Method of Payment:

All payment for Work under ITEM No. 181, CONSTRUCTION SUPPORT SERVICES FOR DEWATERING WATER MAINS, will be paid for under Bid Items designated 181a through 181d as noted in the Schedule of Prices. All Work will be paid per CALENDAR DAY for:

ITEM 181a	Dewatering Services: Weekday Crew 8 Hour Day
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All Work will be paid per HOUR for:

ITEM 181b	Dewatering Services: Weekday Crew per Hour of OT or Saturday Crew per Hour of OT (4 hour minimum; 1.5 X Base Rate)
ITEM 181c	Dewatering Services: Sunday Crew per Hour (4 hour minimum; 2 X Base Rate)

KK. Bid Item No. 190: DECHLORINATION

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 33 13 00 – Hydrostatic Testing and Disinfecting Water Mains.

2. Measurement of Payment:

DECHLORINATION of hyper-chlorinated water mains will be per LINEAR FOOT of dechlorinated water main, for Work which includes:

- a. Dechlorinating hyper-chlorinated water mains to potable water levels per AWWA C651-99.

3. Method of Payment:

All payment for Work under ITEM No. 190, DECHLORINATION, will be paid for under Bid Item designated 190 as noted in the Schedule of Prices. All Work will be paid per LINEAR FOOT for:

ITEM 190	Dechlorination
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LL. Bid Item No. 191: PVC CASING PIPE

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavations.
- c. Section 33 07 10 – PVC Encasement for Water Pipe.
- c. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- d. Section 33 12 13 – Water Services 2-Inches and Smaller.

2. Measurement for Payment:

PVC CASING PIPE will be measured as LINEAR FOOT installed, for Work which includes:

- a. Furnishing and installing PVC casing pipe.
- b. All work to place the PVC casing pipe around the carrier pipe.
- c. Sealing the ends of the casing pipe with brick and mortar, rubber end-seal, or other appropriate method of providing a water tight seal.
- d. Providing a push joint restraint gasket for the ductile iron pipe application.

(The carrier pipe, ductile iron and copper will be paid separately under line items 120, and 143, respectively)

3. Method of Payment:

All payment for Work under ITEM No. 191, PVC CASING PIPE, will be paid for under Bid Items designated 191a through 191d as noted in the Schedule of Prices. All Work will be paid per LINEAR FOOT for:

ITEM 191a	PVC Casing Pipe, 2-Inch to 3-Inch Diameter
ITEM 191b	PVC Casing Pipe, 10-Inch to 12-Inch Diameter
ITEM 191c	PVC Casing Pipe, 14-Inch Diameter
ITEM 191d	PVC Casing Pipe, 20-Inch to 24-Inch Diameter

MM. Bid Item No. 210: SUB-BASE GRANULAR MATERIAL

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 32 12 16 – Asphalt Pavement.
- c. Section 32 13 13 – Concrete Pavement.
- d. Section 32 16 21 – Concrete Curb, Curb & Gutter and Sidewalk.

2. Measurement for Payment:

SUB-BASE GRANULAR MATERIAL will be measured per SQUARE YARD of sub-base course of the type and thickness specified, for Work which includes:

- a. Excavation and preparation of sub-grade.
- b. Furnishing, placing and compacting granular material for sub-base, per CDOT standards.
- c. QC / QA in accordance with Section 32 16 21 Concrete Curbs, Gutters & Walks.

3. Method of Payment:

All payment for Work under ITEM No. 210, SUB-BASE GRANULAR MATERIAL, will be paid for under Bid Item 210b as noted in the Schedule of Prices.

All Work for Sub-Base Granular Material will be paid per SQUARE YARD for:

ITEM 210b	Sub-base Granular Material, CA-6 Type "B", 6-Inch
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NN. Bid Item No. 211: FLOWABLE FILL BACKFILL / CONTROLLED LOW STRENGTH MATERIAL (CLSM)

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.

2. Measurement for Payment:

The width and depth of trench for pay purposes will be the measured width and depth of the actual trench excavation, but will not exceed the dimensions of the pipe trench as detailed on the Drawings, plus any allowance made for installing sheeting, bracing or pipe bedding. FLOWABLE FILL BACKFILL CONTROLLED LOW STRENGTH MATERIAL (CLSM) will be measured as CUBIC YARD of flowable fill backfill placed.

3. Method of Payment:

All payment for Work under ITEM No. 211, FLOWABLE FILL BACKFILL / CONTROLLED LOW STRENGTH MATERIAL (CLSM), will be paid per cubic yard for only the incremental cost above the costs for granular trench backfill included as incidental to water main and sewer installation items. All Work will be paid per CUBIC YARD for:

ITEM 211	Flowable Fill Backfill / Controlled Low Strength Material (CLSM)
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OO. Bid Item No. 220: PORTLAND CEMENT CONCRETE BASE COURSE

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 03 20 00 – Concrete Reinforcing.
- b. Section 31 23 10 – Excavation, Trenching and Backfilling.
- c. Section 32 13 13 – Concrete Pavement.

2. Measurement for Payment:

PORTLAND CEMENT CONCRETE BASE COURSE will be measured as CUBIC YARD of base course, for Work which includes:

- a. Saw cutting to full pavement depth, excavating, hauling and disposing of surplus earth and crushed stone surface fill down to the proposed sub-grade level, per CDOT Standards.
- b. Providing steel plating over any open excavated area and the PCC base course.
- c. Furnishing, placing and compacting of sub-base Granular Material, Type B, will be paid for under Bid Item No. 210b.
- d. Preparing the sub-grade and additional excavation required, per CDOT Standards.

- e. Furnishing and constructing PORTLAND CEMENT CONCRETE BASE COURSE including forming, jointing, finishing, curing and sealing.
- f. Drilling and grouting dowel bars into existing adjacent concrete pavement, base course or curb and gutter will be paid for separately.
- g. QC / QA in accordance with Section 32 13 13 – Concrete Pavement.

Additional Portland Cement Concrete placed due to excavation beyond the standard Water Main trench detail limits will not be included in measurement and payment, unless directed by the Commissioner.

3. Method of Payment:

All payment for Work under ITEM No. 220, PORTLAND CEMENT CONCRETE BASE COURSE, will be paid for under Bid Item designated 220b as noted in the Schedule of Prices. All Work will be paid per CUBIC YARD for:

ITEM 220b	Portland Cement Concrete Base Course (Class PV High Early Strength)
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PP. Bid Item No. 221: COMBINATION CURB AND GUTTER AND CURB TYPE B

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 03 20 00 – Concrete Reinforcing.
- b. Section 31 23 10 – Excavation, Trenching and Backfilling.
- c. Section 32 16 21 – Concrete Curb, Curb & Gutter and Sidewalk.

2. Measurement for Payment:

CURB AND GUTTER AND CURB TYPE B REMOVAL will be measured per LINEAR FOOT of curb and gutter removed, for Work which includes:

- a. Saw cutting, removing, hauling and disposing of existing curb and gutter to provide a vertical joint to undamaged curb and gutter or as directed by the Commissioner.
- b. Curb and gutter and curb type B removed during the course of water main installation or any water appurtenance installation is considered incidental to those bid items (No. 120 through 191) as applicable. This bid item 221a is not supplemental to those bid items 120 through 191.

COMBINATION CURB AND GUTTER AND CURB TYPE B will be measured per LINEAR FOOT of combination curb and gutter constructed, for Work which includes:

- a. Saw cutting and removal to provide a vertical joint to undamaged curb and gutter or as directed by the Commissioner.
 - b. Excavating, hauling and disposing of surplus earth and crushed stone surface fill to the proposed sub-grade level.
 - c. Preparing the sub-grade.
 - d. Furnishing, placing and compacting crushed stone fill sub-base.
 - e. Furnishing and constructing combination curb and gutter and curb TYPE B including forming, finishing, curing and sealing.
 - f. Providing reinforcement, bar supports, dowel ties, tie bars, joint filler, sealant materials and accessories as required.
 - g. Removal of forms and backfilling of voids.
 - h. QC / QA in accordance with Section 32 16 21 – Concrete Curbs, Gutters, & Walks.
3. Method of Payment:

All payment for Work under ITEM No. 221, COMBINATION CURB AND GUTTER AND CURB TYPE B will be paid for under Bid Items designated 221a through 221c as noted in the Schedule of Prices. All Work will be paid per LINEAR FOOT for:

ITEM 221a	Concrete Curb and Gutter and Curb Type B
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	Removal
ITEM 221b	Concrete Combination Curb and Gutter
ITEM 221c	Concrete Curb, Type B

QQ. Bid Item 222: PORTLAND CEMENT CONCRETE SIDEWALK AND SIDEWALK REMOVAL

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 03 20 00 – Concrete Reinforcing.
- b. Section 31 23 10 – Excavation, Trenching and Backfilling.
- c. Section 32 13 13 – Concrete Pavement.
- d. Section 32 16 21 – Concrete Curb, Curb & Gutter and Sidewalk.

2. Measurement for Payment:

PORTLAND CEMENT CONCRETE SIDEWALK will be measured as SQUARE FOOT of sidewalk installed and DETECTABLE WARNING TILES will be measured as SQUARE FOOT of detectable warning tiles installed, for Work which includes:

- a. Excavating, hauling and disposing of surplus earth and crushed stone surface fill to the proposed sub-grade level.
- b. Providing steel plating over the excavated area.
- c. Preparing the sub-grade.
- d. Furnishing, placing and compacting sub-base fill per CDOT Standards.
- e. Adjusting existing B-boxes and residential water meter structures, frames and lids, including exposing existing structures, prior to adjustment.
- f. Furnishing and constructing PORTLAND CEMENT CONCRETE SIDEWALK including forming, jointing, finishing, curing and sealing.
- g. Removal of forms and backfilling.

- h. Providing and installing cast iron detectible warning tiles.
- i. Sub-base for PCC sidewalk, ADA ramps (5-inch) and ADA ramps (8-Inch) shall be provided per CDOT Standards.
- j. Saw cutting and removal to provide a vertical joint to undamaged sidewalk or as directed by the Commissioner.
- k. Sidewalk ramp raised curbing will be measured separately for payment as Bid Item 221c.
- l. Construct ADA ramps per CDOT requirements. The Contractor will be required to have the constructed ramp inspected by the Commissioner to confirm that the work is compliant with CDOT Standards. The Commissioner or his representatives will perform the QC and QA.
- m. QC / QA in accordance with Section 32 16 21 – Concrete Curb, Curb & Gutter and Sidewalk.
- n. Providing joint filler, sealant materials and accessories as required per CDOT Standards.
- o. Providing detour signs and pedestrian traffic control as required by CDOT.
- p. Resetting or installation of all signs in the public way disturbed by Water Main Construction forces or by restoration work. It is the responsibility of the Contractor to contact the necessary party for the replacement of all missing/damaged signs (street, parking, traffic, etc.)

PORTLAND CEMENT CONCRETE SIDEWALK, DRIVEWAY REMOVAL TO PROPOSED SUBGRADE will be measured as SQUARE FOOT of sidewalk, driveway removed, for Work which includes:

- a. Saw cutting to full pavement depth, removing, hauling and disposing of existing PCC sidewalk.
3. Method of Payment:

All payment for Work under ITEM No. 222, PORTLAND CEMENT CONCRETE SIDEWALK will be paid for under Bid Items designated 222a through 222d as noted in the Schedule of

Prices. The DETECTABLE WARNING TILES will be paid for under Bid Item designated 222e as noted in the Schedule of Prices. PATTERN AND COLOR APPLIED TO PORTLAND CEMENT CONCRETE SIDEWALK will be paid for under Bid Item designated 222f as noted in the Schedule of Prices. All Work will be paid per SQUARE FOOT for:

ITEM 222a	Portland Cement Concrete Sidewalk – 5-Inch; Including Keystone and Flares
ITEM 222b	Sidewalk/Driveway Removal to proposed sub-grade.
ITEM 222c	Portland Cement Concrete ADA Ramps, 5-Inch
ITEM 222d	Portland Cement Concrete ADA Ramps, 8-Inch (Example: signalized intersections)
ITEM 222e	Detectable Warning Tiles, Cast Iron (Linear and Radial Tiles)
ITEM 222f	Portland Cement Concrete Sidewalk, 5-Inch, Patterned and Colored

RR. Bid Item No. 223: 8-INCH PORTLAND CEMENT CONCRETE DRIVEWAY / ALLEY

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 03 20 00 – Concrete Reinforcing.
- b. Section 31 23 10 – Excavation, Trenching and Backfilling.
- c. Section 32 13 13 – Concrete Pavement.

2. Measurement for Payment:

8-INCH PORTLAND CEMENT CONCRETE DRIVEWAY / ALLEY will be measured as SQUARE YARD of Portland cement concrete driveway / alley pavement constructed. The Work includes:

- a. Saw cutting and removal to provide a vertical joint to undamaged alley or driveway or as directed by the Commissioner.
- b. Excavating, hauling and disposing of surplus earth and crushed stone surface fill to the proposed sub-grade level.

- c. Providing steel plating over the excavated area and the base course.
 - d. Preparing the sub-grade.
 - e. Furnishing, placing and compacting of sub-base Granular Material. Type B, will be paid under Bid Item No. 210b.
 - f. Furnishing and constructing 8-INCH PORTLAND CEMENT CONCRETE DRIVEWAY / ALLEY pavement including forming, finishing, curing and sealing.
 - g. Removal of forms and backfilling of voids.
 - h. QC / QA in accordance with Section 32 13 13 Concrete Pavement.
 - i. Providing reinforcement, bar supports, dowel bars, tie bars, joint fillers, sealant materials and accessories as required.
 - j. 8-Inch removal will be paid under Bid Item 222b.
3. Method of Payment:

All payment for Work under ITEM No. 223, 8-INCH PORTLAND CEMENT CONCRETE DRIVEWAY / ALLEY will be paid for under Bid Item 223 as noted in the Schedule of Prices. All Work will be paid per SQUARE YARD for:

ITEM 223	Portland Cement Concrete Driveway and Alley Pavement, 8-Inch (Class PV, High Early Strength)
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SS. Bid Item No. 224: PORTLAND CEMENT CONCRETE PAVEMENT AND BUS PADS (HIGH EARLY STRENGTH, PV)

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 03 20 00 – Concrete Reinforcing.
- b. Section 31 23 10 – Excavation, Trenching and Backfilling.
- c. Section 32 13 13 – Concrete Pavement.

2. Measurement for Payment:

PORTLAND CEMENT CONCRETE PAVEMENT AND BUS PADS will be measured per CUBIC YARD of Portland cement concrete pavement, for Work which includes:

- a. Excavating, hauling and disposing of surplus earth and crushed stone surface fill to the proposed sub-grade.
- b. Providing steel plating over the excavated area and the base course.
- c. Preparing the sub-grade.
- d. Furnishing, placing and compacting of sub-base Granular Material. Type B, will be paid under Bid Item No. 210b.
- e. Furnishing and constructing PORTLAND CEMENT CONCRETE PAVEMENT AND BUS PADS including forming, finishing, curing and sealing.
- f. Providing reinforcement, bar supports and baskets for bus pads and pavement, tie bars, dowel bars (dowel bars installed in existing pavements are paid for separately), pins, preformed joint filler, joint materials and accessories as required.
- g. QC / QA in accordance with Section 32 13 13 – Concrete Pavement.

3. Method of Payment:

All payment for Work under ITEM No. 224, PORTLAND CEMENT CONCRETE PAVEMENT AND BUS PADS, will be paid for under Bid Items designated 224a and 224b as noted in the Schedule of Prices. All Work will be paid per CUBIC YARD for:

ITEM 224a	Portland Cement Concrete Pavement (Class PV, High Early Strength)
ITEM 224b	Bus Pads (Class PV, High Early Strength)

TT. Bid Item No. 225: PAVEMENT RESTORATION – DOWEL BARS AND TIE BARS

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 03 20 00 – Concrete Reinforcing.
- b. Section 32 13 13 – Concrete Pavement.

2. Measurement for Payment:

PAVMENT RESTORATION – DOWEL BARS AND TIE BARS will be measured as EACH dowel bar and tie bar installed, for Work which includes:

- a. Drilling, removing debris from hole and providing adhesive for dowel bars and tie bars into the existing concrete pavement or curb.
- b. Furnishing and installing dowel bars and tie bars.

3. Method of Payment:

All payment for Work under ITEM No. 225, PAVEMENT RESTORATION – DOWEL / TIE BARS, will be paid for under Bid Item designated 225 as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 225	Furnish and Install Dowel Bars and Tie Bars
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UU. Bid Item No. 226: WINTER PROTECTION OF NEW CONCRETE

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 32 13 13 – Concrete Pavement.
- b. Section 32 16 21 – Concrete Curb, Curb & Gutters and Sidewalk.

2. Measurement for Payment:

WINTER PROTECTION OF NEW CONCRETE will be measured as SQUARE YARD of exposed surface area of Portland cement concrete base course, driveway pavement, alley pavement,

sidewalk, PCC pavement or combination of curb and gutter constructed. The Work includes:

- a. Providing, installing, protecting and removing insulation protection.
- b. The measurement for winter protection will be in addition to the measurement for the construction of the item.

3. Method of Payment:

All payment for Work under ITEM No. 226, WINTER PROTECTION OF NEW CONCRETE, will be paid for under Bid Item designated 226 as noted in the Schedule of Prices. All Work will be paid per SQUARE YARD for:

ITEM 226	Winter Protection of New Concrete
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VV. Bid Item No. 227: REMOVAL OF EXISTING PAVEMENT (OUTSIDE OF TRENCH NEAT LINES)

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 32 13 13 – Concrete Pavement.

2. Measurement for Payment:

REMOVAL OF EXISTING PAVEMENT (OUTSIDE OF TRENCH NEAT LINES) will be measured as SQUARE YARD of pavement removed. The Work includes:

- a. Excavating, hauling and disposing of surplus earth, crushed stone surface fill, concrete, asphalt, pavers, or any street surface to the proposed sub-grade level.
- b. Providing steel plating over the excavated area.
- c. Saw cutting and removal to provide a vertical joint to undamaged pavement or as directed by the Commissioner.

NOTE: Removal of Existing Pavement is not supplemental to all other contract items. Additional pavement removal beyond trench neat lines is only to be performed as directed by the Commissioner.

3. Method of Payment:

All payment for Work under ITEM No. 227, REMOVAL OF EXISTING PAVEMENT will be paid for under Bid Item 227 as noted in the Schedule of Prices. All Work will be paid per SQUARE YARD for:

ITEM 227	Removal of Existing Pavement (Outside of Trench Neat Lines)
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WW. Bid Item No. 230: MANHOLES, CATCH BASINS, VALVE BASINS AND INLETS

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 03 30 00 – Cast-In-Place Concrete Structures.
- b. Section 31 23 10 – Excavation, Trenching and Backfilling.
- c. Section 31 23 19 – Dewatering Excavations.
- d. Section 33 05 22 – Repair and Adjustment of Sewer Mains and Structures.
- e. Section 33 11 13 – Ductile Iron Water Pipe and Fittings.
- f. Section 33 12 20 – Water Main Valve Basins & Meter Vaults.
- g. Section 33 39 13 – Sewer Manholes, Catch Basins, Inlets and Special Structures.

2. Measurement for Payment:

ADJUSTMENT OF SEWER MANHOLES, CATCH BASINS, VALVE BASINS OR INLETS; RECONSTRUCTION OF MANHOLES, CATCH BASINS OR VALVE BASINS; BUILD NEW CATCH BASINS AND INLETS; AND CHICAGO STANDARD FRAMES AND LIDS will be measured per EACH for VERTICAL LINEAL FOOT of manhole, catch basin, valve basin or inlet adjusted, reconstructed or built for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
- b. Furnishing, placing and removing excavation protection system.
- c. Excavation and disposal of spoils.
- d. Dewatering excavation.
- e. Furnishing, placing and compacting trench backfill and bedding.
- f. Providing for and maintaining the existing sewage flow including all necessary pumps and equipment.
- g. Adjusting the existing structures, frames and lids, including exposing existing structures prior to adjustment. Work requiring the installation of masonry consisting of at least one (1) precast adjustment ring or one (1) course of brick or the removal of two (2) feet or less of masonry will be classified as ADJUSTMENT.
- h. Work that consists of resetting the frame on a bed of mortar placed on the existing structure without installing any new masonry (precast adjustment rings or brick) or without removing any existing masonry is not considered an adjustment. Payment for this work shall be included in the bid price of other line items involved.
- i. Reconstructing existing manholes, catch basins, valve basins and inlets. Work requiring greater than two (2) feet of masonry removal will be classified as RECONSTRUCTION.
- j. Installing or constructing concrete collar around frame.
- k. Furnishing and installing manholes, catch basins, valve basins, inlets, manhole steps, frames and lids. Work requiring construction of new manholes, catch basins, valve basins and inlets will be classified as BUILD NEW.

- l. Adjustment and / or Replacement of up to four (4) feet of existing sewer and drain pipe with ductile iron pipe, transition couplings, fittings, half-traps, gaskets, polyethylene wrap and accessories. Pipe replacement greater than four (4) feet in length will be paid under Bid Item No. 129.
 - m. Cleaning and disposing of debris from existing catch basins.
 - n. Furnishing and installing drain connections from new inlets / catch basins to the existing sewer main when directed by the Commissioner.
 - o. Picking up and installing restrictor plates in new sewer catch basins as directed by the Commissioner. The City will provide restrictor plates to the Contractor at no cost.
3. Method of Payment:

All payment for Work under ITEM No. 230, MANHOLES, CATCH BASINS, VALVE BASINS AND INLETS, will be paid for under Bid Items designated 230a through 230d as noted in the Schedule of Prices. All Work for Bid Items 230a, 230c, and 230d will be paid per EACH; and Bid Item 230b will be paid per VERTICAL LINEAL FOOT (VLF) for:

- a. For line Item No. 230a, precast structures may be substituted by the Contractor in lieu of adjustment and will be paid as the same bid unit price for this line item.

ITEM 230a	Adjustment of Sewer Manhole, Catch Basin, Valve Basin or Inlet, (per EA)
ITEM 230b	Reconstruction of Manhole, Catch Basin, Valve Basin or Inlet, (per VLF)
ITEM 230c	Build New Catch Basin including Frame and Grates, (per EA)
ITEM 230d	Build New Inlet including Frame and Grates, (per EA)

XX. Bid Item No. 231: EXPOSE BURIED VALVE BASIN AND ADJUST TO GRADE

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 33 12 20 – Water Main Valve Basins & Meter Vaults.

2. Measurement for Payment:

EXPOSE BURIED VALVE BASIN AND ADJUST TO GRADE will be measured per EACH buried valve exposed and adjusted to grade, for Work which includes:

- a. Locating all valve basins, which are operated during the course of this Contract prior to starting Work.
- b. Excavating to expose buried valve basins.
- c. Adjusting the existing valve basin structure and resetting frame and lid.
- d. Remove excess debris from interior of valve basin.

3. Method of Payment:

All payment for Work under ITEM No. 231, EXPOSE BURIED VALVE BASIN AND ADJUST TO GRADE, will be paid for under Bid Item designated 231 as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 231	Expose Buried Valve Basin and Adjust to Grade
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YY. Bid Item No. 232: ADJUSTMENT OF BURIED SHUT-OFF BOX OR VALVE BOX

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 33 12 13 – Water Services 2-Inches and Smaller

2. Measurement of Payment:

ADJUSTMENT OF BURIED SHUT-OFF BOX OR VALVE BOX will be measured per EACH shut-off box or valve box adjusted, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features including, but not limited to, asphalt or concrete pavement / reinforced pavement, curb and gutter, pavers to be discarded, landscaping, sidewalk or any other flatwork encountered.
 - b. Excavation and disposal of spoils.
 - c. Dewatering excavations.
 - d. Locating and adjusting to grade all shut-off boxes and valve boxes included in the Work or additionally as required.
 - e. Furnishing, placing and compacting trench backfill and bedding.
3. Method of Payment:

All payment for Work under ITEM No. 232, ADJUSTMENT OF BURIED SHUT-OFF BOX OR VALVE BOX, will be paid for under Bid Items designated as 232a and 232b as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 232a	Adjustment of Buried Shut-off Box
ITEM 232b	Adjustment of Buried Valve Box

ZZ. Bid Item No. 240: HOT-MIX ASPHALT SURFACE REMOVAL AND PAVEMENT REMOVAL

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
 - b. Section 32 12 16 – Asphalt Pavement.
2. Measurement and Payment:

HOT-MIX ASPHALT SURFACE REMOVAL will be measured as SQUARE YARD of bituminous material removed by cold milling of the thickness required including temporary ramping at butt joints. HOT-MIX ASPHALT SURFACE AND CONCRETE PAVEMENT REMOVAL will be measured as SQUARE YARD of the cold milling removal of a section of bituminous and concrete pavement of the thickness required including temporary ramping at butt joints. PAVEMENT REMOVAL FULL DEPTH will be measured as SQUARE YARD of pavement removed regardless of type where directed by the Commissioner.

3. Method of Payment:

All payment for Work under ITEM No. 240, HOT-MIX ASPHALT SURFACE REMOVAL and PAVEMENT REMOVAL FULL DEPTH, will be paid for under Bid Items designated 240a through 240c as noted in the Schedule of Prices. All Work will be paid per SQUARE YARD for:

ITEM 240a	Hot-Mix Asphalt Surface Removal, Up to 2-1/2-Inch (Cold Milling)
ITEM 240b	Hot-Mix Asphalt Surface Removal, greater than 2-1/2-Inch and Up to 5-Inch (Cold Milling)
ITEM 240c	Hot-Mix Asphalt Surface and Concrete Pavement Removal (Combination) 3-Inch and Under (Cold Milling)

AAA. Bid Item No. 241: HOT-MIX ASPHALT PAVING

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 32 12 16 – Asphalt Pavement.
- b. Section 32 17 23 – Pavement Markings.

2. Measurement for Payment:

HOT-MIX ASPHALT PAVING will be measured per TON of hot-mix asphalt binder and surface course placed, for all Work which includes:

- a. Cleaning and preparing the base course.
- b. Providing temporary hot-mix asphalt surfacing including ramps at butt joints and at adjusted utilities structures.
- c. Providing tack coat, prime coat and prime coat aggregate.
- d. Furnishing and placing hot-mix asphalt surface and binder courses and other materials as necessary for complete hot-mix asphalt pavement installation.
- e. QC / QA in accordance with Section 32 12 16 – Asphalt Pavement.
- f. “Hand Method” shall be any work involving use of hand labor, hand tools, hand tamping and small hand operated equipment for providing, placing, compacting, etc. of hot-mix asphalt binder and surface courses and other materials complete for small areas of hot-mix asphalt pavement installation, in accordance with IDOT SSRBC as directed by the Commissioner.

3. Measurement Verification:

Measured tonnage of hot-mix asphalt binder, leveling binder and surface course placed are to be verified by load tickets for up to one hundred five (105) percent of the tonnage as calculated using the yield of one hundred ten (110) pounds per square yard per inch and as determined by the Commissioner.

4. Method of Payment:

All payment for Work under ITEM No. 241, HOT-MIX ASPHALT PAVING, will be paid for under Bid Items designated 241a through 241f as noted in the Schedule of Prices. All Work will be paid per TON for:

ITEM 241b	Hot-Mix Asphalt Surface Course, IL-9.5LH, Mix “C”, N30
ITEM 241c	Hot-Mix Asphalt Surface Course, IL-9.5LH, Mix “D”, N50
ITEM 241d	Hot-Mix Asphalt Surface Course, Mix “D”, N70
ITEM 241e	Polymerized Hot-Mix Asphalt Surface Course, Mix “E”, N70
ITEM 241f	Hot-Mix Asphalt Binder Course, IL-19, N50

ITEM 241h	Hot-Mix Asphalt Leveling Binder (Machine Method), N30
ITEM 241i	Hot-Mix Asphalt Leveling Binder (Machine Method), N50
ITEM 241j	Hot-Mix Asphalt Leveling Binder (Machine Method), N70
ITEM 241k	Polymerized Leveling Binder (Machine Method), IL-4.75, N50
ITEM 241l	Hot-Mix Asphalt Surface Course (Hand Method)

BBB. Bid Item No. 250: SPEED HUMP

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 01 55 26 – Traffic Control.
- b. Section 32 12 16 – Asphalt Pavement.
- c. Section 32 17 23 – Pavement Markings.
- d. Per Standard Detail.

2. Measurement for Payment:

SPEED HUMP will be measured per foot of pavement width, as measured perpendicular to roadway centerline, of speed hump installed, for Work which includes:

- a. Milling the hot-mix asphalt surface.
- b. Priming the milled surface.
- c. Furnishing and installing the hot-mix asphalt surface to the speed hump configuration.
- d. Placing additional warning signs until permanent pavement marking installed.
- e. Furnishing and installing speed hump pavement marking.
- f. QC / QA in accordance with Section 32 12 16 Asphalt Pavement.

3. Method of Payment:

All payment for Work under ITEM No. 250, SPEED HUMP, will be paid for under Bid Item designated 250 as noted in the Schedule of Prices. All Work will be paid per LINEAR FOOT for:

ITEM 250	Speed Hump
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CCC. Bid Item No. 251: PAVEMENT MARKING

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 32 17 23 – Pavement Markings.

2. Measurement for Payment:

PAVEMENT MARKING for lines will be measured per LINEAR FOOT and PAVEMENT MARKING letters and symbols will be measured per SQUARE FOOT installed for the size and type specified, for Work which includes:

- a. Recording the existing pavement marking patterns prior to pavement removal.
- b. Pavement cleaning and priming.
- c. Furnishing and installing permanent pavement markings.

3. Method of Payment:

All payment for Work under ITEM No. 251, PAVEMENT MARKING, will be paid for under Bid Items designated 251a through 251e as noted in the Schedule of Prices. All Work for pavement marking lines will be paid per LINEAR FOOT for:

ITEM 251a	Thermoplastic Pavement Marking – 4-Inch Line
ITEM 251b	Thermoplastic Pavement Marking – 6-Inch Line
ITEM 251c	Thermoplastic Pavement Marking – 24-Inch Line

All Work for Bid Item No. 251d and Item No. 251e will be paid per SQUARE FOOT for:

ITEM 251d	Thermoplastic Pavement Markings, Thermoplastic Letters and Symbols
ITEM 251e	Pavement Marking Tape for Bicycle Symbols and Arrows

DDD. Bid Item No. 260: LANDSCAPE RESTORATION

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 32 90 00 – Landscape Restoration.

2. Measurement for Payment:

LANDSCAPE RESTORATION will be measured as SQUARE YARD of hydro-seeded area, for all Work which includes:

- a. Excavation and hauling away surplus earth fill to a minimum depth of six (6) inches.
- b. Adjusting existing B-boxes and residential water meter structures, frames and lids, including exposing existing structures, prior to adjustment.
- c. Preparing the planting surface.
- d. Providing, placing and spreading a minimum of six (6) inches of topsoil.
- e. Providing and placing hydro-seed with fertilizer and soil amendments.
- f. Watering and maintaining the landscaped areas.
- g. Provide salt tolerant seed as directed by the Commissioner.
- h. Resetting or installation of all signs in the public way disturbed by Contractor forces or by restoration work. It is the responsibility of the Contractor to contact the necessary

party for the replacement of all missing/damaged signs (street, parking, traffic, etc.)

ADDITIONAL LANDSCAPING RESTORATION ALLOWANCE will be measured as a per TIME AND MATERIALS. This pay item will only be applicable as directed by the Commissioner and when excess restoration is pre-approved during the shop drawing review of a home layout. This work shall include the furnishing, transporting, and planting of various landscaping items or restoration of other structures as directed by the Commissioner. Replacing fences removed during the course of work is considered incidental to water service installation and is not eligible for payment under this bid item.

3. Method of Payment:

All payment for Work under ITEM No. 260, LANDSCAPE RESTORATION, will be paid for under Bid Item designated 260a as noted in the Schedule of Prices. All Work will be paid per SQUARE YARD for:

ITEM 260a	Landscape Restoration – Hydro-Seeding
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All payment for Work under ITEM No. 260b, ADDITIONAL LANDSCAPING RESTORATION ALLOWANCE must be authorized prior to initiating work. The amount of the payment under this item will be negotiated prior to authorizing the work. All work will be paid per TIME AND MATERIALS for:

ITEM 260b	Additional Landscaping Restoration Allowance
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EEE. Bid Item No. 270: BRICK PAVER REMOVAL AND SALVAGING, BRICK / PAVER RESETTING AND ADDITIONAL BRICK PAVERS

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 01 55 26 – Traffic Control.
- b. Section 31 23 10 – Excavation, Trenching and Backfilling.
- c. Section 32 12 16 – Asphalt Pavement.
- d. Section 32 13 13 – Concrete Pavement.
- e. Section 32 16 21 – Concrete Curb, Curb & Gutter and Sidewalk.

2. Measurement for Payment:

BRICK PAVER REMOVAL AND SALVAGING and BRICK / PAVER RESETTING will be measured as SQUARE FOOT of walk installed. ADDITIONAL BRICK PAVERS will be measured per SQUARE FOOT of additional brick required to complete the restoration. The Work includes:

- a. Excavating, hauling and disposing of surplus earth and crushed stone fill down to the sub-grade level.
- b. Providing steel plating over the excavated area.
- c. Preparing the sub-grade.
- d. Furnishing, placing and compacting sand fill sub-base.
- e. Cleaning and salvaging of existing brick or pavers.
- f. Furnishing additional brick pavers, only if required, to complete restoration.
- g. Furnishing and constructing brick or paver walk including forming and sand joint fill.
- h. Furnishing and installing steel edge strips.
- i. Saw cutting and removal to provide a vertical joint to undamaged walk or as directed by the Commissioner.
- j. QC / QA in accordance with Section 32 16 21 Concrete Curbs, Gutters & Walks.

3. Method of Payment:

All payment for Work under ITEM No. 270, BRICK PAVER REMOVAL AND SALVAGING, BRICK / PAVER RESETTING and ADDITIONAL BRICK PAVERS, will be paid for under Bid Items designated 270a through 270c as noted in the Schedule of Prices. All Work will be paid per SQUARE FOOT for:

ITEM 270a	Brick / Paver Removal and Salvaging
ITEM 270b	Brick / Paver Resetting
ITEM 270c	Additional Brick Pavers

FFF. Bid Item No. 271: PREFORMED THERMOPLASTIC CROSSWALK SURFACING SYSTEM.

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 32 17 23 – Pavement Markings

2. Measurement for Payment

The quantity to be paid will be the area in SQUARE FOOT of PREFORMED THERMOPLASTIC CROSSWALK SURFACING SYSTEM measured in place, completed and accepted. No area or any other areas occupied by manholes, inlets, drainage structures, or by any public utility appurtenances within the area. Asphalt or concrete materials placed prior to treatment will be paid separately under the appropriate pay items. Milling required for the placement of PREFORMED THERMOPLASTIC CROSSWALK SURFACING SYSTEM will be included in the cost of the PREFORMED THERMOPLASTIC CROSSWALK SURFACING SYSTEM.

3. Method of Payment:

All payment for Work under ITEM No. 271, PREFORMED THERMOPLASTIC CROSSWALK SURFACING SYSTEM will be paid for under Bid Item designated 271 as noted in the Schedule of Prices. All Work will be paid per SQUARE FOOT for:

ITEM 271	Preformed Thermoplastic Crosswalk Surfacing System
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GGG. Bid Item No. 290: TEMPORARY STAIR INSTALLATION AND REMOVAL

1. Specification References:

Work for the following specification section are referenced under this bid Item

- a. Section 31 23 10 – Excavation, Trenching and Backfilling.

2. Measurement for Payment:

TEMPORARY STAIR INSTALLATION AND REMOVAL will be measured per LINEAR FOOT of total stair rise constructed, for Work which includes

- a. Investigating work sites conditions
- b. Planning and Designing temporary stairs to OSHA and Chicago Department of Buildings Standards
- c. Protection of all surfaces not included in the scope of work from debris or damage
- d. Excavating, Hauling and Disposing of surplus earth and crushed stone surface fill to proposed grade level
- e. Saw cutting and removal of existing stairs
- f. Furnishing and constructing TEMPORARY STAIRS including but not limited to pilings, fasteners/anchors, framing, treads and railing to OSHA and Chicago Building Standards.
- g. Clean up of project area
- h. Demolition and Removal of Temporary Stairs and Backfilling of voids
- i. For Bid Items 290a and 290b, no additional mobilization will be included
- j. For Bid Items 290a and 290b, time to complete all installation will be three (3) Days and removal will be seven (7) Days

3. Method of Payment:

All payment for work under ITEM No. 290, TEMPORARY STAIR INSTALLATION AND REMOVAL will be paid for under Bid Items Designated 290a through 290b in the Schedule of Prices. All work will be paid per LINEAR FOOT for:

ITEM 290a	Temporary Stair Installation and Removal, <7' Wide Treads
ITEM 290b	Temporary Stair Installation and Removal, 7' to <12' Wide Treads

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION 01 20 00

SECTION 01 25 00

SECURITY REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Contractor must comply with Department of Water Management Security Requirements.
- B. Contractor must provide completed Background Check Consent Forms and Visitor Authorization Request Forms to receive authorization to access Site.

1.2 DEPARTMENT OF WATER MANAGEMENT SECURITY REQUIREMENTS

- A. For purposes of this section “employee” refers to any individual employed or engaged by Contractor or by Subcontractor. If any employee, in the performance of this Contract, has or will have access to a Chicago Department of Water Management facility, the City may conduct such background and employment checks, including criminal history checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require Contractor to supply or provide access to any additional information the Commissioner of the Department of Water Management deems relevant. Before beginning work on the Project, Contractor must:
 - 1. Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;
 - 2. Deliver to the City consent forms signed by all employees who will work on the Project consenting to the City’s and Contractor’s performance of the background checks in this Section; and
 - 3. Deliver to the City consent forms signed by all employees who will require access to the Department facility consenting to the searches described in this Section.
- B. The Commissioner of the Department of Water Management may preclude Contractor, any Subcontractor, or any employee from performing on the Project. Further, Contractor must immediately report any information to the Commissioner of the Department of Water Management relating to any threat to Department infrastructure or

facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to Contractor from time to time during the time of performance under this Contract and any extensions of it.

- C. Each employee who Contractor wishes to have access to a Department facility must submit a signed, completed "Area Access Application" to the Department to receive a Department Security Badge. If Contractor wishes a vehicle to have access to a Department facility, Contractor must submit a vehicle access application for that vehicle.
- D. The applications will solicit such information as the Commissioner of the Department of Water Management in his discretion may require including, name address, date of birth, social security number (and for vehicles: make, model, driver's license number, vehicle license plate number, and appropriate stickers). Contractor is responsible for requesting and completing these forms for each employee who will be working at Department facilities and all vehicles to be used on the Work site. The Commissioner of the Department of Water Management may grant or deny the application at the Commissioner's sole discretion. Contractor must make available to the Commissioner of the Department of Water Management, within one business day of the request, the personnel file of any employee who will be working on the Project.
- E. At the Commissioner of the Department of Water Management's request, Contractor and Subcontractors must maintain an employment history of employees going back 5 years from the date Contractor began Work on the Project. If requested, Contractor must certify that they have verified the employment history as required on the form designated by the Commissioner of the Department of Water Management. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.
- F. Department Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on Department property.
- G. The following rules related to Security Badges and Vehicle Permits must be adhered to:
 - 1. Each employee must wear and display the Department Security Badge issued to that employee on their outer apparel at all times.

2. At the sole discretion of the Commissioner of the Department of Water Management and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or Federal law enforcement agency, all vehicles (and their contents) are subject to interior and exterior inspection entering or exiting Department facilities, and all employees and other individuals entering or exiting Department facilities are subject to searches. Vehicles may not contain any materials other than those needed for the Project. The Commissioner of the Department of Water Management may deny access to any vehicle or individual at the Commissioner of the Department of Water Management's sole discretion.
 3. All individuals operating a vehicle on Department property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Drivers License.
 4. All required City stickers and State Vehicle Inspection stickers must be valid.
- H. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Commissioner of the Department of Water Management or the City.
- I. Access to the Work sites will be shown or designated on the Contract Documents, Drawings or determined by the Commissioner of the Department of Water Management. The Commissioner of the Department of Water Management may deny access when, at the Commissioner's sole discretion, the vehicle or individual poses some security risk to Department.
- J. Whenever Contractor receives permission to enter Department property in area where exit/entrance points are not secured by the City, Contractor may be required to provide gates that comply with Department design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner of the Department of Water Management's approval and armed as deemed necessary by the Commissioner of the Department of Water Management, at the gates when the gates are in use. Department Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by Department personnel of the point of access.
- K. Stockpiling materials and parking of equipment or vehicles near Department security fencing are prohibited.

- L. Any security fencing, gates, or alarms damaged Contractor or Subcontractors must be manned by Contractor's licensed and bonded security guard at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an 8-hour period from the time of notice given by the Commissioner of the Department of Water Management.
- M. Temporary removal and security fencing, gate, or alarm to permit construction must be approved by the Commissioner of the Department of Water Management, and Contractor must provide a licensed and bonded security guard at the site, approved and armed as deemed necessary by the Commissioner of the Department of Water Management, at Contractor's expense, on a 24-hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.
- N. Unauthorized hazardous or illegal material, including but not limited to hazardous materials as defined in 49 CFR Parts 100-185 (e.g., explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on Department property. Alcoholic beverages are also prohibited.
- O. All employees and vehicles working near Department facilities must be properly identified. All vehicle passes will be issued to the Contractor by the Commissioner of the Department of Water Management, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner of the Department of Water Management upon completion of your and their respective Work within the Project, and in all cases, Contractor must return all identification material to the Commissioner of the Department of Water Management after completion of the Project. Final Payment will not be made until all passes issued have been returned to Department Security.

1.3 SECURITY COORDINATION

- A. Contractor must meet the requirements for Department of Water Management security as specified elsewhere in these contract documents. Department of Water Management will decide which Contractor personnel receive badges allowing daily access to the site over the contract period, and which Contractor personnel will only be allowed short term access to the site with a visitor pass. Contractor must conform to the Department of Water Management security requirements without any modification to contract price or contract time.
- B. Background Check Consent Form

1. Contractor must provide Department of Water Management with a completed Background Check Consent Form on the Contractor's letterhead for each Contractor employee, Subcontractor employee and other personnel who will receive Department of Water Management Contractor Badge allowing him/her daily access to the project site over the term of the Contract. A copy of the format of the form is attached. Department of Water Management review and approval of the Consent Form and Contractor personnel use of badges provided shall be in accordance with the requirements for Department of Water Management security as specified elsewhere in these contract documents.

C. Visitor Authorization Request Form

1. Contractor must provide Department of Water Management with completed Visitor Authorization Request Form for each Contractor employee, Subcontractor employee and other personnel who will receive Department of Water Management Visitor Badge allowing him/her daily access for "short term" access to the project site. Representative of the Commissioner must receive the completed forms at least 48 hours before the visiting individual(s) can receive a visitor pass(es) allowing entry on the site. A copy of the format of the form is attached. Department of Water Management review and approval of the Visitor Authorization Request Form and Contractor personnel use of visitor badges provided must be in accordance with the requirements for Department of Water Management security as specified elsewhere in these contract documents.

END OF SECTION 01 25 00

SECTION 01 30 00

HEALTH AND SAFETY PLAN

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes the requirements for providing a Health and Safety Plan.
- B. Prevention of accidents on or near the Work is the Contractor's responsibility. The Contractor shall take all necessary precautions to assure the safety of all persons and property during performance of the Work and will protect the Work and adjacent property from damage. The Contractor will conform to all laws and regulations relating to health and safety. The Contractor shall designate a qualified representative responsible for safety.
- C. The Contractor shall at all times be solely responsible for all aspects of safety in connection with the Work, including initiating, maintaining and supervising all safety precautions and plans. The Contractor shall perform the Work or ensure that it is performed, in a manner to avoid risk of injury to persons or damage to property and shall continuously inspect the Work, which includes all of the Contractor's materials, equipment and lower tier subcontractors, to discover the existence of any conditions which impose a risk of bodily injury or damage to property.

1.2 SUBMITTALS

- A. Prior to beginning the Work, The Contractor shall submit for the Commissioner's review, a written Safety Plan, with detail commensurate with the Work. Such Plan shall be prepared by an appropriate health or safety professional and shall describe anticipated hazards and control methods. The Contractor will employ to administer a Safety Plan which provides adequate safeguards for all construction employees, the Commissioner's employees, site visitors, and the public. The Plan's safety measures, policies and standards shall conform to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Commissioner, including, but not limited to, requirements imposed by the Contract Documents.

PART 2 – PRODUCTS AND MATERIALS

(Not Applicable)

PART 3 - EXECUTION

3.1 The Safety Plan must include, at a minimum, the following components:

- A. **Training.** The Contractor is responsible for the safety education of their employees. The training must comply with all laws and standards and include additional training for site supervision. Contractor is responsible for the training to continue through the term of the Contract. The Contractor shall provide copies of training certificates to the Commissioner for all operations, which require such training. These documents must be submitted prior to performing the Work. As a minimum, the following training is required:
1. Supervisor Safety Training – must cover record keeping, incident investigation, OSHA inspections, H&S documentation requirements, and the OSHA 10 hour course for construction.
 2. Competent Person Training – each person designated as a competent person shall attend training on that particular operation. The operations requiring a competent person per OSHA requirements include, but are not limited to, trenching and excavation, fall protection, scaffolds, confined space entry, and rigging.
 3. Employee Orientation Training – must cover the various safety policies, safety manuals, first aid availability, accident reporting procedures, safety meeting participation, personal protective equipment, and enforcement procedures.
 4. Emergency Procedures – must cover notification procedures, evacuation routes, mustering points, and accountability.
 5. Safety Meetings – must be conducted weekly with all Subcontractor's onsite personnel. Documentation detailing the subject discussed and signatures of all participants must be kept for each meeting.
 6. Hazard Communication Standard – must cover all aspects of the standard including MSDSs, chemicals onsite, labeling and the written program. Annual re-training is required.
 7. Lockout / Tagout – must cover each individual piece of machinery or equipment that is to be serviced or altered during this Project.
- B. **Incident Investigation.** The Contractor must report all OSHA recordable injuries and any property damage to the Commissioner immediately (within 1 hour of incident). An incident investigation must be conducted and a complete report issued to the Commissioner within twenty-four (24) hours of incident.

- C. **Emergency Procedures and First Aid/Medical Services.** The Contractor must meet OSHA's first aid requirements and provide at least one (1) onsite employee possessing a current training certification in CPR and First Aid.
 - D. **Record Keeping.** Project-specific OSHA 300 and first aid logs must be maintained onsite at all times.
 - E. **Personal Protective Equipment.** The Contractor shall provide and inspect all personal protective equipment (PPE). In addition, the Contractor shall enforce the use of PPE by its employees, as specified in the project health and safety plan. Minimum PPE for the Commissioner projects includes: hard hats, safety glasses, hard soled work boots and high visibility warning vests (meeting ANSI/ISEA 107-2004 standards) when personnel are in proximity to moving equipment. The minimum dress code for the Commissioner projects includes appropriate clothing (long pants and sleeved shirts that must cover torso).
 - F. **Competent Person.** The Contractor agrees to provide a competent person onsite at all times during operations which require such according to the OSHA regulations. This person must be experienced in the operation and have received detailed training on the regulations pertaining to the operation. The competent person shall perform a daily inspection of the operation.
 - G. **Housekeeping and Site Services.** The Contractor is solely responsible for housekeeping in their work areas. Good housekeeping is essential for all work performed at any of the Commissioner's sites. The Contractor is responsible to supply drinking water, adequate toilets, washing facilities, fire extinguishers, first aid kits and jobsite posters per OSHA requirements.
- 3.2 The Contractor shall designate a qualified safety representative with responsibility for preventing accidents and implementing and supervising the Safety Plan and other safety programs. The safety representative shall attend all project safety meetings, participate fully in all activities outlined in the Safety Plan and shall devote whatever time is necessary to perform such duties properly.

END OF SECTION 01 30 00

SECTION 01 32 23

CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes the establishing and maintaining lines and grades for construction.

1.2 QUALITY ASSURANCE

- A. Work is to be performed by a professional having appropriate equipment and experience in construction staking.

PART 2 – PRODUCTS AND MATERIALS

(Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL

- A. All work under this Contract must be constructed in accordance with the lines and grades shown on the Plans, specified, or as directed by the Commissioner. The Contractor has full responsibility for keeping alignment and grade.

3.2 REFERENCE MARKS FOR CONSTRUCTION

- A. Reference marks for line and grade will be set by the Commissioner as the Work progresses and will be located to cause as little inconvenience to the prosecution on the Work as possible. The Contractor must also place excavation and other materials as to cause no inconvenience in the use of the reference marks provided. The Contractor must remove any obstructions placed that are contrary to this provision.
- B. The Contractor must furnish stakes and other such materials and give such assistance, including the supervision of a Registered Professional Engineer or a Professional Land Surveyor in the State of Illinois, and qualified helpers, as may be required by the Commissioner for setting line and grade reference marks. This process is considered incidental to the establishing and maintaining of lines and grades and no additional

payment will be allowed. The Commissioner will establish controlling points for benchmarks and base lines. The Contractor must check such lines and grades by such means as are deemed necessary and, before using them, must call the Commissioner's attention to any inaccuracies. The establishment of all working or construction lines and grades as required from the reference marks set by the Commissioner is considered incidental to the construction and no additional payment will be allowed. Also, the Contractor has sole responsibility for the accuracy of the working or construction lines and grades. The Contractor, however, is subject to the check and review of the Commissioner.

- C. The Contractor must keep the Commissioner informed in a reasonable time in advance as to the Contractor's need for line and grade reference marks in order that they may be furnished, and all necessary measurements made for record and payment with minimum inconvenience to the Commissioner and minimum delay to the Contractor.
- D. The Contractor must verify all distances and elevations prior to removing any material or ordering any material. The distances and angles shown on the drawings are for information only. The City makes no guarantees as to the accuracy of the measurements shown.
- E. It is the intention not to delay the Work for the establishment of reference lines and grades, but when necessary, working operations may be suspended for such reasonable time as the Commissioner may require for this purpose.

3.3 PRESERVATION OF REFERENCE MARKS

- A. The Contractor must safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, reestablish them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining, protecting, or removing without authorization such established points, stakes, and marks.

END OF SECTION 01 32 23

SECTION 01 32 33

CONSTRUCTION VIDEOTAPING AND PHOTOGRAPHIC DOCUMENTATION OF PROJECT SITE

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes the requirements for televising construction areas prior to the start of construction.
- B. The section includes administrative and procedural requirements for the following:
 - 1. Land-based preconstruction photographs.
 - 2. Land-based final completion construction photographs.

1.2 SUBMITTALS

- A. The Contractor must provide two (2) sets of DVDs or two (2) USB Flash Drives of the televised inspection of the construction area(s) prior to the start of any construction. Recordings are to be in high quality color. Printed labels on DVD cases and disks must include the contract name and number, date the recording was made, and location of the televised inspection. USB Flash Drives shall include an attached name tag of sufficient size to include contract name and number, date the recording was made, and location of the televised inspection.
- B. The Contractor must provide a log detailing all defects and deficiencies within the project limits. The footage from the beginning of recording as well as the approximate street address must be included.
- C. Digital Photographs land-based: Submit image files within three days of taking photographs.
 - 1. File Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped. Photograph names shall following file naming convention for images:

Location	Naming Convention	Example
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Location	Naming Convention	Example
Exterior	There will be multiple photos for each property, the name of each photo shall start with the address including street number; E(=exterior); date of photos; Pre (= pre-construction) or Post (= post construction); sequential number . #####_ADDRESS_E_MMDDYYY_pre.jpg	555_Mercer_E_04012018_pre_1.jpg 555_Mercer_E_04012018_pre_2.jpg
Interior	There will be multiple photos for each property, the name of each photo shall start with the address including street number; I(=interior); date of photos; Pre (= pre-construction) or Post (= post construction); sequential number . #####_ADDRESS_I_MMDDYYY_post.jpg	555_Mercer_I_04012018_post_1.jpg 555_Mercer_I_04012018_post_2.jpg
Pipe Material	There may be multiple photos for each pipe, the name of each photo shall start with the address including street number; PM(=pipe material); date of photos; Corp (= main/corp stop/pipe) or Curb (= curb stop/pipe) or meter (= water meter/pipe); sequential number . #####_ADDRESS_PM_MMDDYYY_corp.jpg	555_Mercer_PM_04012018_corp_1.jpg 555_Mercer_PM_04012018_curb_1.jpg 555_Mercer_PM_04012018_Meter_1.jpg

2. The first exterior photo, both pre and post shall be of the address number on the building in clear focus and readable. If no number is visible, then Contractor shall provide a white board and write the address number on board with minimum number height of 3-inches.
3. Photographic data shall be uploaded onto the application specified by the Commissioner. Contractor is responsible for supplying one tablet per crew and all training need to learn the system. Contractor shall ensure data is uploaded correctly, any data missing in the database shall provided by the Contractor at no additional cost to the owner. The Contractor shall backup all digital photographs on media storage devices in a data format acceptable to Engineer.
 - a. Two, mirrored media storage devices (including USB drives or portable solid state hard drives)
 - b. Package each drive, clearly and indelibly labeled using self-adhesive labels specifically designed for labeling of media storage devices. Include on the label the project name program number, Owner and the time period covered by the photographs contained on the disc.
4. Identification: Provide the following information with each image description in file metadata tag:

- a. Name of Project.
- b. Name and contact information for photographer.
- c. Name of Construction Manager.
- d. Name of Contractor.
- e. Date and time photograph was taken.
- f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- g. Unique sequential identifier keyed to accompanying key plan.

D. Pre-construction and Post-construction

- 1. Submit with payment application PDF files with side by side pre-construction and post- construction photos taken from same location and looking in same direction for each service line replaced. These photos must include both inside and outside the property.

1.3 QUALITY ASSURANCE

- A. Videographer Work is to be performed by a professional video operator having appropriate equipment and significant documentable experience in televising similar construction sites.
- B. Photography Work is to be performed by a professional photographer having appropriate equipment and significant documentable experience in photographing similar construction sites

PART 2 – PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

- A. Provide digital photographs produced by a dedicated, fixed- or interchangeable-lens digital camera. Images made with webcams, and wearable cameras are not acceptable.
- B. Digital Camera: Have a minimum image resolution of five (5) megapixels and produce images in JPEG (.JPG) format with image dimensions of not less than 2500 by 1900 pixels.

2.02 DIGITAL VIDEO RECORDINGS:

- A. Provide video recordings made with a dedicated digital video camera specifically made for video recordings. Video recordings made with cell

phones, tablets, webcams, and wearable cameras are not acceptable.

- B. Digital Video Camera: Have a minimum resolution of 720p (1280 x 720, progressive).
- C. Provide video recordings in a common digital video format such as .MP4. The minimum resolution of all video files shall be 720p (1280 x 720, progressive).

PART 3 - EXECUTION

1.4 GENERAL

- A. No additional working days will be allowed due to delays in securing the televising services of a private vendor.
- B. All construction areas must be televised within three (3) months of the start of any construction, unless directed otherwise by the Commissioner.
- C. Prior to televising, the Contractor must visually inspect all areas to be videotaped and make notations of any features that may not be readily visible during the televising of the area. Contractor must identify and record all measurements of such items during the pre-videotape inspection, and include the information in the narration of the area when it is televised.
- D. Any out of focus or distorted audio on any portions of the recording will be cause for rejection of the recording and require re-televising the area in question at the Contractor's expense.
- E. After Construction, the post-construction video shall retrace path of preconstruction video or as directed by Engineer or Commissioner.

1.5 TELEVISIONING PROCEDURE

- A. The camera must be moved through the construction area while tracking progress with a measuring wheel at a uniform rate not to exceed 50 feet per minute, stopping when necessary to ensure proper documentation of the condition of the area. Panning and zoom in/out rates are to be controlled to maintain clarity of the documented item(s) during playback.
- B. The exterior construction areas must be televised during periods of good weather. Contractor must avoid televising during periods of poor visibility, precipitation, or times of the year when fallen leaves or snow obscures features in areas to be recorded. Auxiliary lighting must be provided when required to fill in shadow areas during taping.
- C. Televised coverage must include all areas within the zone of influence of the type of construction shown on the drawings, unless directed otherwise by the Commissioner. Audio and video coverage is to be recorded simultaneously.

- D. Defects or deficiencies revealed by the televised inspection must be noted on the recording and highlighted by audio commentary. Existing debris and damage to buildings or other structures, paved areas, utility structures, curb, gutter, sidewalk, driveways, aprons and other features must be recorded and audibility noted. Notation shall include the approximate street address as well as distance measured from the start of recording.

1.6 RECORDED INFORMATION

A. Audio Information

- 1. Each video must begin with the recording date, project name and city department, followed by general location references (i.e. street names, building addresses, viewing side and direction of travel, references to building floor plans, or prominent architectural features), as appropriate for the type of project, unless directed otherwise by the Commissioner. The audio track is to contain the narrative commentary of the camera operator recorded simultaneously with the fixed elevation video record within the zone of influence of construction.

B. Video Information

- 1. All video recordings must be by electronic means, display the following information continuously and digitally on screen. The information should be positioned on screen so as not to obscure information being recorded.
 - a. Report or video number
 - b. Date recorded
 - c. Location reference

3.4 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs that clearly show the Work. Exhibit correct exposure and focus, accurate color balance, maximum depth of field, minimal optical distortion, and minimal noise. Photographs that, in the Engineer's opinion, do not meet these quality criteria will not be accepted and shall be re-taken at no additional cost to the Owner.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

- C. Pre-construction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer.
1. Flag excavation areas before taking construction photographs.
 2. Take four (4) photographs of each adjacent properties to show existing conditions before starting the Work.
 3. Take four (4) photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 4. Take two (2) photographs of pipe material after test pits (as applicable) and (2) photographs interior pipe.
 5. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements. Show protection efforts by Contractor.
 6. Take four (4) photographs to show condition of the existing curb and pavement surfaces within the work areas. This shall include one show that captures the entire width of the road and shall be taken from across the street from the address where work is to take place.
 7. Take six (6) photos of building interior depicting area of pipe penetration and meter connection.
- D. Post-Construction Photographs: Duplicate the photos location taken for pre-construction or as directed by Engineer or Commissioner.

END OF SECTION 01 32 33

SECTION 01 32 36

TELEVISED INSPECTION OF SEWER MAINS AND HOUSE DRAINS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes requirements for televising the interior of existing city sewers and house drains (also called private drains) to document the physical condition of the pipe and structures.
 - 1. Contractor must televise existing sewer(s) where new water mains are constructed in close proximity to a parallel existing sewer, as directed by the Commissioner. Existing sewer(s) shall be televised for its entire length through the construction area, starting at a manhole closest to the beginning of the construction area, working upstream, to a manhole closest to the end of the construction area.
 - 2. House drains shall be televised as directed by the Commissioner.
- B. The following is a list of standards which may be referenced in this section:
 - 1. U.S. Department of Transportation, Federal Highway Administration: Manual on Uniform Traffic Control Devices (MUTCD), Part 6, Temporary Traffic Control.
 - 2. NASSCO: Pipeline Assessment Certification Program (PACP).

1.2 SUBMITTALS

- A. The Contractor shall provide televised sewer inspections as directed by the Commissioner. Televised sewer inspections are utilized to document existing city sewer conditions within the area of water main construction.
- B. The Contractor shall provide televised private drain inspections as directed by the Commissioner. The private drains shall typically be televised for the entire length of the private drain, from the sewer main to the house. The Contractor must be capable of televising the house drain from the sewer, including televising through y-connections in the private drains.

- C. Contractor shall provide two (2) sets of DVDs or two (2) USB Flash Drives for each type of sewer inspection / house drain, as directed by the Commissioner. The location and narration of the type of televised sewer inspection / house drain (pre-water or post water main construction) shall be indicated, and must be synchronized by means of narration; also, an on screen distance meter shall be included to enable a comparison to be made to judge the physical condition of the sewer(s) before and after construction as directed by the Commissioner.
- D. Videotaped inspections must be recorded on a USB Flash Drive or a set of DVD(s). USB Flash Drive shall have adequate storage memory to include all video/televised recordings and pertinent data files inclusive. DVDs shall be formatted to be viewed on a PC or multiple-format DVD player in a read only format. All recordings are to be in high quality color. Printed labels on DVD containers and cases must include the name of the water main project, contract number, and date of inspection(s). USB Flash Drives shall include an attached name tag of sufficient size to include water main project, house address (for house drains only), contract number, and date of inspection(s).

1.3 QUALITY ASSURANCE

- A. Contractor must submit DVDs or USB Flash Drives with logs for quality review and comment to the Commissioner within 24 hours after the first days' work has been completed. Tapes and logs must be submitted on a routine basis within seven (7) days after completing each tape. Picture quality and definition shall be to the satisfaction of the Commissioner. Inspection equipment that fails to produce satisfactory inspection quality shall be removed.

PART 2 – PRODUCTS

2.1 EQUIPMENT

- A. Inspection Equipment:
 - 1. Monitoring Studio:
 - a. Temperature controlled.
 - b. Size: Sufficient to allow seating for two people in addition to operating technician.
 - c. Secure cable, chains, and other devices used with camera so as not to obstruct camera view or otherwise

interfere with proper documentation of sewer / house
drain conditions

2. Television Monitor:
 - a. Locate in monitoring studio.
 - b. Color video picture.
 - c. Resolution capability of no less than 350 lines.
 - d. Continuous display during survey:
 - i. Date of survey.
 - ii. Number designation of manhole section being surveyed (sewer mains only).
 - iii. Continuous forward and reverse readout of cameral distance from the manhole reference (for sewer mains) or property / sewer main (for house drains).
3. Cables: 600 feet long, minimum.
4. Power source.
5. Lights.
6. Television Camera:
 - a. Explosion proof.
 - b. Resolution capability: Minimum of 460 lines of horizontal resolution and 400 lines of vertical resolution.
 - c. 360-degree pan and tilt unit, with adjustable supports specifically designed and constructed for operation in connection with pipe inspection. Lights shall be mounted on and turn in the direction of the camera head.
 - d. 65-degree viewing angle, minimum, and either automatic or remote focus and iris controls. Remote control adjustment for focus and iris shall be located in the monitoring studio.
 - e. Operative in 100 percent humidity conditions.

- f. Mounted on a device, sized for each pipe diameter, that is capable of performing work as described in this section. (Unless some significant impassable condition arises, in which case the Contractor must contact the Commissioner for direction on how to proceed.)
- g. Equip with tag line suitable for pulling camera backwards.
- h. Ability to achieve proper balance of tint and brightness.
- i. Equip with winch, power winch, TV cable, powered rewind, or other devices used to move camera through pipe.
- j. Focal Distance: Adjustable through range from 6 inches to infinity.
- k. Camera Lighting:
 - i. Minimize reflective glare.
 - ii. Remote variable intensity control.
 - iii. Lighting quality to provide clear, in-focus picture of entire inside periphery of pipe.
- l. Sufficient for 6–inch through 72–inch diameters.
- m. Remote Reading Footage Counter:
 - i. Accuracy: two-tenths of one foot over length of section being inspected.
 - ii. Mounted over television monitor.
 - iii. Marking on cable will not be allowed.
 - iv. Calibration: Each day prior to setup.

2.2 RECORDING OF DOCUMENTATION

A. Media:

- 1. DVD-R or USB Flash Drive.
- 2. DVD disc must be recorded in format compatible with standard DVD video players.

3. Opening Screen:
 - a. Date of inspection.
 - b. Pipe structure identification number.
 - c. Upstream and downstream node identification numbers.
 - d. Street address.
 - e. Pipe size.
 - f. Normal (upstream to downstream) or reverse (downstream to upstream) pull.
4. Continuous View:
 - a. Current distance along reach (tape counter footage).
 - b. Do not include pipe structure identification number along active tape (only on opening screen).
5. Audio (voice over):
 - a. Description of inspection setup, including related information from log form.
 - b. Unusual conditions.
 - c. Operation changes (e.g., remove roots and restart inspection at footage prior to root removal).
 - d. Verbal (voice over) description and location of each defect.
 - e. Verbal description and location of each service connection.
6. DVD Labeling:
 - a. Contractor must provide printed label on the inside face of the actual diskette that indicates the following:
 - i. Name of Owner.
 - ii. Project Title.
 - iii. Date of Inspection.

- iv. Inspection Company.
- v. Tape Number.

7. USB Flash Drive Labeling:

- a. Contractor must provide a name tag attached to the USB Flash Drive body with a printed label that indicates the following:
 - i. Name of Owner.
 - ii. Project Title.
 - iii. Date of Inspection.
 - iv. Inspection Company.

PART 3 - EXECUTION

3.1 GENERAL

- A. No additional working days will be allowed due to delays in securing the video inspection services of a private vendor.
- B. All video inspections shall be as directed by the Commissioner. If a pre-water main construction sewer video is authorized, the initial video of the sewer(s) must be made within one (1) month of the start of construction, unless directed otherwise by the Commissioner. If a post water main construction video is authorized, this video inspection of sewers must be conducted after all water mains and surface restoration is completed.
- C. Any out of focus video or distorted audio on any portion of the video will be cause for rejection and require a new DVD or Flash Drive of the inspection to be submitted at no additional cost to the City.
- D. When non-remote powered and controlled winches are used to pull television camera through line, telephones, radios, or other suitable means of communication shall be provided between the two manholes to ensure that adequate communications exist between crewmembers.

3.2 TELEVISION PROCEDURES

- A. Camera must be set so axis is at centerline of pipe.

- B. Continuous footage reading must be shown on tape image. It must be placed on screen where it is clearly visible (e.g., if black font, it must not be placed on dark background, if white font, it must not be placed on light background).
- C. Camera lens must be kept clean, and clear. If material or debris obscures image or causes reduced visibility, lens must be cleaned or replaced prior to proceeding with recording operation.
- D. Camera lens shall remain above visible water level and may submerge only while passing through clearly identifiable line sags (or vertical misalignments).
- E. Contractor must record inside of each lateral, and connection of lateral to pipeline.
- F. Recordings shall clearly show cracks and fractures, and their severity, in addition to obvious features, i.e., laterals and joints.
- G. Obstructions that restrict flow and cause inspection to be interrupted must be reported immediately to the Commissioner. Contractor must document condition with still photograph, and begin inspections of other pipelines.
- H. Camera Operation:
 - 1. Speed: 30 feet per minute, maximum, during inspection.
 - 2. Contractor must stop, for a minimum of 5 seconds, at every lateral, broken pipe, root intrusion, or other defect or adversity.
 - 3. Contractor must pan entire diameter or area of pipe at each defect.
 - 4. Lens, lighting, and focus shall be readjusted in order to ensure clear, distinct, and properly lighted image of defect.
- I. 5-second blank space must be inserted between line segments to clearly mark end of one televised line and beginning of another.
- J. Loss of color or severe red or green color will be cause for rejection of inspection.
- K. Recordings shall be without distortion or outside interference.
- L. Line segments shall be televised complete from structure-to-structure on same DVD in continuous run. Video must clearly show camera starting and ending at structure, unless defect does not allow it.

Contractor must not perform partial televising on one DVD and then complete run on another DVD. If line is partially televised, due to excusable condition, i.e., collapsed line, televised length shall be viewed by Commissioner for acceptability. If a USB Flash Drive is used, the USB Flash Drive shall be of sufficient memory size to download the entire video(s) of the televised inspection.

- M. All measurements must be recorded in English units.
- N. Pipe diameter must be obtained by physical measurement in upstream (or downstream) access structure.
- O. Pipe material (e.g., RCP, VCP, CMP) and surface lengths must be verified between manholes.
- P. Calipers or measuring rod must be used to determine diameter of inlet and outlet pipe.
- Q. Footage measurements shall begin at centerline of upstream manhole, unless the Commissioner approves otherwise.
- R. Continuous Footage Readings:
 - 1. Used to identify location of defects.
 - 2. Accurate to within plus or minus 2 percent tolerance.
 - 3. Defect identifications are to be called out and recorded to the nearest 1 foot.
 - 4. Line segment recording will be unacceptable if continuous footage meter is inaccurate, or identified defects or features leave doubt as to accuracy of locations or total length.
- S. For measurement of distance to defects, a marker flag must be attached to top of camera yoke. Measurements recorded in log shall be zeroed in alignment with marker rather than camera itself. Measurement shall be zeroed after each segment inspected.
- T. Contractor must check accuracy of measurement meters daily by use of walking meter, roll-a-tape, or other suitable device.

3.3 RECORDED INFORMATION FOR SEWER INSPECTIONS

- A. Audio and written documentation must accompany all DVD's or USB Flash Drives submitted to the Commissioner.

- B. The voice narrations on the recording must provide brief but informative comment on data of significance, i.e., the distance traveled within the sewer / house drain, location of any unusual conditions or damage, collapsed pipe or manhole sections, blockages, or other discernible features.
- C. The DVD or USB Flash Drive recording(s) must include the following information:
 - 1. Data View:
 - a. Name of streets containing sewers being televised and addresses for house drains being televised.
 - b. Report or videotape number.
 - c. Date of TV inspection.
 - d. Upstream and downstream manhole or station numbers (for sewer mains only).
 - e. Current distance of travel (tape counter distance).
 - 2. Printed labels on DVD container or USB Flash Drive must include location, date, format, and other descriptive reference information.
- D. Work Product:
 - 1. DVD diskettes or USB Flash Drives and completed inspection log sheets,
 - 2. Inspection Log Sheet:
 - a. A single and complete log for each manhole-to-manhole section of pipe will be submitted.
 - b. Separate logs for normal and reverse setups of same segment must be provided.
 - c. Other data of significance, including those defects listed on table at end of this section shall be recorded on videotape.
 - d. Subject to audits against tapes.

END OF SECTION 01 32 36

SECTION 01 32 38

TELEVISED INSPECTION OF WATER MAINS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes requirements for televising the interior of existing water mains for the purpose of evaluating their physical condition.

1.2 SUBMITTALS

- A. The Contractor must provide two (2) sets of DVD's or two (2) USB Flash Drives of the televised water main. Recordings are to be in high quality color. Printed labels on DVD cases and disks must include the contract name and number, date the recording was made, and the location of the water main being televised. USB Flash Drives shall include an attached name tag of sufficient size to include the contract name and number, date the recording was made, and location of the water main being televised.
- B. Contractor must provide written report of the water main video results. All defects in the pipeline must be identified as follows: location of item in feet from entry point and location on pipe interior surface of pipe (degree from horizontal). Each defect must be numbered and a diagram of the total pipe length inspected indicating the location of each defect by number must be provided. A table on the diagram with the additional information about each defect must be included.
 - 1. Three (3) draft copies of the report must be provided.
 - 2. After review by DWM, comments must be incorporated, and three (3) copies of final report provided.

1.3 QUALITY ASSURANCE

- A. Work is to be performed by a professional video operator having appropriate equipment and significant documentable experience in televising similar types of work.
- B. The entire televised inspection process must be done in the presence of the Commissioner or their representative.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor will not be entitled to any additional days due to delays in securing the videotaping services of a private vendor.

3.2 PROTECTION OF PIPELINE

- A. All dirt, debris and other foreign material must be removed from any equipment, cables and accessories to be placed within the pipeline. Contractor must clean all televising equipment, cables and accessories with a disinfectant solution of 100 ppm chlorine solution prior to placing equipment within the pipeline.

3.3 TELEVISION PROCEDURES

- A. Televising must be done one (1) section at a time, each section isolated from the remainder of the line as required or directed by the Commissioner.
- B. The camera must be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the condition of the line, but in no case may the television camera be pulled at speed greater than 30-feet per minute. Panning and zoom rates must be controlled to maintain clarity of the documented items during playback. Manual winches, power winches, TV cable and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the line conditions may be used to move the camera through the line.
- C. Whenever non-remote powered and controlled winches are used to pull the television camera through the pipe line, a suitable means of communication must be set up between the access pits of the section being inspected to ensure adequate communication exist between members of the televising crew. Measurement for the location of defects must be above ground by means of a metering device. Marking the cable or similar methods to determine measurement or location which requires interpolation is not acceptable.
- D. The accuracy of the measurement meters must be checked daily by use of a walking meter, roll-a-tape, or other suitable device. Footage measurements must begin at the entrance of the pipe, unless

permission is given by the Commissioner to do otherwise. Footage must be shown on the video data view at all times.

- E. Camera, cables, supports and all appurtenant equipment placed in the water main must be thoroughly cleaned of dirt and debris, and disinfected with chlorine solution with a chlorine concentration of at least 50 parts per million.

3.4 DOCUMENTATION OF TELEVISIONING

- A. Audio and written documentation must accompany all videotapes submitted to the Commissioner.
- B. The voice recording on the videotapes must make brief but informative comments on data of significance, including, but not limited to, the locations of unusual conditions, side connections, the presence of scale and corrosion, and other discernible features.
- C. The video(s) must include the following information:
 - 1. Data View:
 - a. Report Number.
 - b. Date of TV inspection.
 - c. Upstream and downstream access pit or station numbers.
 - d. Current distance along reach (tape counter footage).
 - 2. Printed labels on DVD's and USB Flash Drives must include location, date, format, and other descriptive information.
- D. The following items are to be documented as per 1.2.B:
 - 1. Cracks
 - 2. Pitting
 - 3. Corrosion
 - 4. Tuberculation
 - 5. Mineral Deposits
 - 6. Failure of Cement Lining
 - 7. Internal Joint Seals

8. Connections: Water Main, Services, Hydrant Leads including sizes.

3.5 REMOVAL OF DEBRIS

- A. If debris is found to exist in the water main, the Contractor must remove the debris.

3.6 FOLLOW UP TELEVISIONING

- A. Upon removal of debris, the Contractor must again televise the water main to assure all debris has been removed to the satisfaction of the Commissioner. This televising is considered incidental to the water main inspection and no additional payment will be allowed.

END OF SECTION 01 32 38

SECTION 01 40 00

QUALITY CONTROL

PART 1 - GENERAL

1.1 SCOPE

- A. This section includes requirements for the implementation of the Contractor's quality control program.

1.2 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall check and verify all dimensions and conditions in the field continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to the Contractor's failure to comply with this requirement.
- B. The Contractor shall inspect related and appurtenant Work and report in writing to the Commissioner any conditions that will prevent proper completion of the Work. Failure to report such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor solely and entirely at the Contractor's expense.

1.3 INSPECTION OF THE WORK

- A. All Work performed by the Contractor shall be inspected by the Contractor and non-conforming Work and any safety hazards in the site of the Work shall be noted and promptly corrected. The Contractor shall be responsible for the Work to be performed safely and in conformance to the Contract Documents.
- B. The Work shall be conducted under the general observation of the Commissioner and is subject to inspection by representatives of the City acting on behalf of the City to ensure strict compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop, or field inspection, as required. The Commissioner or any inspector(s) shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
- C. The presence of the Commissioner, or any inspector(s), however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all the requirements of the Contract Documents. Compliance is the responsibility of the Contractor. No act or omission on the part of the Commissioner, or any inspector(s) shall be construed as relieving the Contractor of this responsibility. Inspection of Work later determined to be non-conforming shall not be cause or excuse for acceptance of the non-conforming Work. The City may accept non-conforming Work when adequate compensation is offered and it is in the City's best interest as determined by the City.

- D. All materials and articles furnished by the Contractor shall be subject to rigid documented inspection, by qualified personnel, and no materials or articles shall be used in the Work until they have been inspected and accepted by the Commissioner or other designated representative.

1.4 SAMPLING AND TESTING

- A. The Contractor shall retain and pay for an independent materials testing laboratory approved by the Commissioner and the City. This independent testing agency will develop and submit a testing plan for quality assurance on each type of work activity. The testing laboratory shall document the processes and procedures utilized to verify and maintain quality work. When not otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the most current standards, as applicable to the class and nature of the article or materials considered. However, the Commissioner reserves the right to use any generally accepted system of inspection which, in the opinion of the Commissioner, will assure the Commissioner that the quality of the workmanship is in full accord with the Contract Documents.
 - 1. The Contractor may retain and pay for a qualified testing materials laboratory (approved by CDOT and IDOT); subject to the review and approval of the Commissioner, in lieu of using an independent testing agency. The qualified testing materials laboratory shall meet all CDOT and IDOT standards as a testing materials laboratory, and all applicable criteria within this specification section.
- B. The City reserves the right to abbreviate, modify the frequency of, or waive tests or quality assurance measures, but waiver of any specific testing or other quality assurance measure, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work, shall not be construed as a waiver of any technical or qualitative requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the City shall reserve the right to make independent investigations and tests as specified in the following paragraph and failure of any portion of the Work to meet any of the qualitative requirements of the Contract Documents, shall be reasonable cause for the City to require the removal or correction and reconstruction of any such Work.
- D. In addition to any other inspection or quality assurance provisions that may be specified, the City shall have the right to independently select, test, and analyze, at the expense of the City, additional test specimens of any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the Contractor to determine compliance with the applicable specifications for the materials so tested or analyzed, provided that wherever any portion of the Work is discovered, as a result of such independent testing or

investigation by the Commissioner, which fails to meet the requirements of the Contract Documents, all costs of such independent inspection and investigation and all costs of removal, correction, reconstruction, or repair of any such Work shall be borne by the Contractor.

1.5 CONTRACTOR'S QUALITY ASSURANCE/QUALITY CONTROL REQUIREMENTS

A. Inspection and Tests:

1. The Contractor shall maintain and provide to the Commissioner, within two (2) working days of completion of each inspection and test, adequate records of all such inspections and tests. Inspection and test results shall be documented and evaluated to ensure that requirements have been satisfied.
2. The Contractor shall provide verification and control of all testing provided including, but not limited to:
 - a. Individual test records will contain the following information:
 - i. Item tested: item number and description.
 - ii. Test results.
 - iii. Test designation.
 - iv. Test work sheet including location sample was obtained.
 - v. Acceptance or rejection.
 - vi. Date sample was obtained.
 - vii. Retest information, if applicable.
 - viii. Control requirements.
 - ix. Tester signature.
 - b. Maintaining copies of all test results.
 - c. Ensuring that the Commissioner receives independent copies of all tests.
 - d. Ensuring that testing laboratories are functioning independently and in accordance with the requirements of these Specifications.
 - e. Ensuring re-tests are properly taken and documented.

B. Control of Measuring and Test Equipment: It is the Contractor's responsibility for the measuring and/or testing instruments to be adequately maintained, calibrated,

certified and adjusted to maintain accuracy within prescribed limits. Calibration shall be performed at specified periods against valid standards traceable to nationally recognized standards and documented.

- C. Supplier Quality Assurance: The Contractor shall insure that procured products and services conform to the requirements of these Specifications. Requirements of these procedures shall be applied, as appropriate, to lower-tier suppliers and/or subcontractors. QC inspections and certifications may not be deferred to the Contractor's subcontractors or suppliers.
- D. Deficient, Defective, and Non-conforming Work Corrective Action:
 - 1. The contractor shall investigate the cause of conditions that adversely effect the quality be determine and documented and measures implemented to prevent recurrence. In addition, at a minimum, this procedure shall address:
 - a. Personnel responsible for identifying deficient and non-complying items within the Work.
 - b. Tracking processes and tracking documentation for deficient and non-compliant items.
 - c. Personnel responsible for achieving resolution of outstanding deficiencies.
 - d. Once resolved, how the resolutions documented and by whom.

1.6 TESTING SERVICES

- A. All tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing firm acceptable to Commissioner. The testing firm's laboratory shall be staffed with experienced technicians, properly equipped and fully qualified to perform the tests in accordance with the specified standards. All standard quality assurance testing and installation verification testing will be at the expense of the Contractor.
- B. The Contractor's independent testing laboratory shall be accredited by the American Association of State Highway and Transportation Officials (AASHTO) for the tests they will perform and as appropriate to the construction work being performed. The Contractor's laboratory shall also be AASHTO accredited in accordance with the requirements of ASTM C1077-92, "Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation"; ASTM D3740, "Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design/Construction"; and ASTM D3666, "Specifications for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials"; ACI, American Concrete Institute standards, and specified industry standards, for sewers, waterlines, sidewalks, curbs,

and other applicable work. The independent testing laboratory shall be submitted to CDOT for approval.

- C. Testing, when required, will be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM).
- D. The Commissioner shall have the right to inspect work performed by the independent testing laboratory both at the project and at the laboratory.
- E. The Contractor shall obtain the Commissioner's acceptance of the testing firm before having services performed, and shall pay all costs for these testing services.
- F. Testing services provided by City, if any, are for the sole benefit of City, however, test results shall be available to the Contractor. Testing necessary to satisfy the Contractor's internal quality control procedures shall be the sole responsibility of the Contractor.
- G. Laboratory Duties:
 - 1. Laboratory shall cooperate with the Commissioner and the Contractor.
 - 2. Laboratory shall provide qualified personnel promptly on notice.
 - 3. Laboratory shall perform specified inspections, sampling and testing of materials and methods of construction.
 - 4. Laboratory must comply with specified standards and other recognized authorities and as specified.
 - 5. Laboratory must ascertain compliance with requirements of the Contract Documents.
 - 6. Laboratory shall promptly notify the Commissioner and the Contractor of irregularity or deficiency of Work, which are observed during performance of services.
 - 7. Laboratory shall perform additional services as required.
 - 8. Laboratory must promptly submit two (2) written copies and one (1) electronic copy of the report for each test to the Commissioner. Laboratory shall transmit to the Commissioner within three (3) workdays after each test is completed. Each report for each type of test shall be consecutively numbered. Each report shall include:
 - a. Date issued.
 - b. Project title and number.

- c. Testing laboratory name and address.
- d. Name and signature of inspector.
- e. Date of inspection or sampling.
- f. Record of temperature and weather.
- g. Date of test.
- h. Identification of product and Specification section.
- i. Location of Project.
- j. Type of inspection or test.
- k. Results of test.
- l. Observations regarding compliance with the Contract Documents.

9. Laboratory is not authorized to:

- a. Release, revoke, alter or enlarge on requirements of the Contract Documents.
- b. Approve or accept any portion of the Work.

H. Testing Services Furnished by the Contractor

I. Unless otherwise specified, and in addition to all other specified testing requirements, the Contractor shall provide all testing services as required for the Commissioner's review:

- 1. Concrete strength tests.
- 2. Moisture-density and relative density tests on embankment, fill, and backfill materials.
- 3. In-place field density test on embankments, fills, and backfill.
- 4. Other materials and equipment as specified in this section.
- 5. Concrete materials and mix designs.
- 6. Embankment, fill, and backfill materials, density, optimum moistures, and compaction.
- 7. All other tests and Engineering data required for the Commissioner's review of materials and equipment proposed to be used in the Work

8. Testing, including sampling, shall be performed by the Contractor's testing firm's laboratory personnel, in general manner and frequency indicated in these Specifications. The Commissioner and/or the City shall have the right to stipulate the location of the confirmation tests. The Contractor shall provide preliminary representative samples of materials to be tested to the laboratory, in required quantities.
 9. The testing firm's laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and will furnish a written report of each test.
 10. The Contractor shall furnish all sample materials and cooperate in the testing activities, including sampling. The Contractor shall interrupt the Work when necessary to allow testing, including sampling to be performed. The Contractor shall have no claim for an increase in Contract Price or Contract Times due to such interruption. The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.
 11. When testing activities, including sampling, are performed in the field by the test firm's laboratory personnel, the Contractor shall furnish required labor and facilities:
 - a. To provide access to Work to be tested.
 - b. To obtain and handle samples at the site of the Work.
 - c. To facilitate inspections and tests.
 - d. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
 12. Where such inspection and testing are to be conducted by an independent laboratory agency, the sample or samples shall be selected by such laboratory or agency or the Commissioner and shipped to the laboratory by the Contractor at the Contractor's expense.
 13. The Contractor shall notify laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.
 14. The Contractor shall be responsible for furnishing all materials necessary for testing.
- J. Transmittal of Test Reports: Written reports of tests and Engineering data furnished by the Contractor for the Commissioner's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings. Final transmittal of all Project testing records will be required as a final close-out

submittal for the release of retainage.

1. The Contractor shall promptly process and distribute all required copies of test reports and related instructions to insure all necessary retesting or replacement of materials with the least possible delay in the progress of the Work.
- K. The Contractor shall provide copies of all correspondence between the Contractor and testing agencies to the Commissioner.
- L. Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.
- M. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.
- N. Schedules For Testing:
 1. Establishing Schedule:
 - a. The Contractor shall, by advance discussion with the testing laboratory determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site of the Work to provide the required testing.
 - b. The Contractor shall provide all required time within the construction schedule.
 - c. When changes of construction schedule are necessary during construction, the Contractor shall coordinate all such changes of schedule with the testing laboratory as required.

PART 2 – PRODUCTS AND MATERIALS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION 01 40 00

SECTION 01 42 00

REFERENCES, DEFINITIONS AND ABBREVIATIONS

PART 1 – GENERAL

1.1 FORM OF SPECIFICATIONS

- A. Wherever used in the Specifications, the following terms have the meanings indicated which are applicable to both the singular and plural form of the word.
- B. Where "as shown," "as indicated," and "as detailed," or words of similar import are used, it is understood that reference to the Drawings is made unless stated otherwise. Where "as directed," "as permitted," "approved," or words of similar import are used, it is understood that the direction, requirements, permission, approval, or acceptance of the City is intended unless stated otherwise.

1.2 DEFINITIONS

- A. Addenda: Written or graphic instruments issued prior to the opening of bids, which clarify, modify, or interpret the Contract Documents.
- B. Agreement: The written Contract, which is evidence of the agreement between the City and the Contractor covering the Work.
- C. Arterial Streets: Major streets where special construction techniques may be required by CDOT.
- D. Chief Procurement Officer: The Chief Procurement Officer of the City of Chicago.
- E. City: The City of Chicago.
- F. Commissioner: The Commissioner of the City of Chicago Department of Water Management or the Commissioner's duly authorized representative.
- G. Completion: All tests performed and accepted, water services transferred, connections made, and abandonment's completed.
- H. Comptroller: The City Comptroller of the City of Chicago or the Comptroller's successor or successors upon whom the Comptroller's duties are transferred.
- I. Contract: The entire and integrated written agreement between the City and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

- J. Contract Documents: The Agreement, Addenda, Contractor's bid, and related documentation when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, the General Conditions, the Special Conditions, the Specifications and the Drawings, together with all Written Orders which completely describe the technical requirements of the Project including bid, Contract, and construction procedures.
- K. Contract Notice: A written notice from the Chief Procurement Officer mailed to the Contractor at the address designated in the Contractor's proposal or to such other address as the Contractor may designate in writing as Contractor's official place of business, transmitting to the Contractor an executed copy of the Contract.
- L. Contractor: The person, firm, or corporation with whom the City has executed the Contract, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.
- M. Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to final acceptance.
- N. Department: The City of Chicago Department of Water Management.
- O. Drawings or Plans: The part of the Contract Documents, which shows the characteristics, and scope of the work to be performed and which have been prepared and approved by the Engineer.
- P. Engineer: The Deputy Commissioner of the Bureau of Water Engineering Services or the Deputy Commissioner's duly authorized representative.
- Q. Force Account: The method of payment for extra work performed.
- R. Furnish: Furnish means supply and deliver to the Work area, ready for unloading, unpacking, assembly, installation, and similar operations.
- S. Install: Install means the actual unloading, packing, assembly, erection, constructing, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- T. Municipal Code: The Municipal Code of the City of Chicago.

- U. Neat Lines: The required clear width of a trench or excavation. In sheeted trenches, the required width is measured to the outside of the sheeting. Unless noted elsewhere on the Plans, neat line clear width is equal to:
1. The sum of the outside diameter of the pipe plus 2-feet for water main construction.
 2. The sum of the outside diameter of the pipe plus 8-feet for sewer construction.
 3. The sum of the outside diameter or edge plus 4-feet for structure construction
- V. Notice to Bidders: The advertisement for bids, the official notice inviting bids for the work to be done.
- W. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.
- X. Project: The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents. Refer to the definition, terms and conditions for “Project” in Book 1 of the Contract Documents.
- Y. Provide: Furnish and Install as required.
- Z. Samples: Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- AA. Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data, which are prepared by the Contractor, Subcontractor, manufacturer, supplier, or distributor, which illustrates how specific portions of the Work are proposed to be fabricated or installed.
- BB. Site and/or Work Area: The lands and other places on, under, in, or through which the Work is to be executed or carried out and any other lands or places provided by the City for the purposes of the Contract, together with such other places as may be specifically designated in the Contract Documents as forming part of the Site and/or Work Area.
- CC. Specifications: A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

- DD. State: The State of Illinois.
- EE. Subcontractor: An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.
- FF. Sub-Order: A project (within this Term Agreement) for total construction of the Work to be performed in whole, or part as indicated elsewhere in the Contract Documents. "Sub-Order" shall be synonymous and interchangeable with the term "Project", including all "Project" terms and conditions as defined in Book 1 of these Contract Documents.
- GG. Supplier: Any person, supplier, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the Site. A supplier is not a Subcontractor who purchases an item or equipment from a manufacturer or supplier.
- HH. Unit Price: A cost per unit of work or measurement of material, for a bid item.
- II. Work: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction. Work is also used to mean the same as Project.
- JJ. Written Order: A directive, written and signed by the Commissioner, delivered to the Contractor at the address designated in the Contractor's bid or to such other address as the Contractor may designate in writing as Contractor's official place of business.

1.3 CITATION OF OTHER SPECIFICATIONS

- A. Commonly used abbreviations have the meanings as specified in this Section. The plans may contain a list of additional abbreviations applicable thereto. Whenever the Contract Documents refer to the specifications of any society, institute, association, or governing organization, the specifications cited will become a part of this Contract as if written herein in full.

1.4 ABBREVIATIONS

- A. AASHTO: American Association of State Highway & Transportation Officials.
- B. ACI: American Concrete Institute.

C.	<u>AISC:</u>	American Institute of Steel Construction.
D.	<u>ANSI:</u>	American National Standards Institute.
E.	<u>APWA:</u>	American Public Works Association.
F.	<u>ASCE:</u>	American Society of Civil Engineers.
G.	<u>ASME:</u>	American Society of Mechanical Engineers.
H.	<u>ASTM:</u>	American Society for Testing and Materials.
I.	<u>AWS:</u>	American Welding Society.
J.	<u>AWWA:</u>	American Water Works Association.
K.	<u>CCD:</u>	Chicago City Datum.
L.	<u>CDOT:</u>	City of Chicago Department of Transportation.
M.	<u>CRSI:</u>	Concrete Reinforcing Steel Institute.
N.	<u>FS:</u>	Federal Specification Board.
O.	<u>IDOT:</u>	Illinois Department of Transportation.
P.	<u>IEPA:</u>	Illinois Environmental Protection Agency.
Q.	<u>ISO:</u>	Insurance Services Office of Illinois.
R.	<u>MWRD:</u>	Metropolitan Water Reclamation District of Greater Chicago.
S.	<u>NBFU:</u>	National Board of Fire Underwriters.
T.	<u>NBS:</u>	National Board of Standards.
U.	<u>NCMA:</u>	National Concrete Masonry Association.
V.	<u>NCPWB:</u>	National Certified Pipe Welding Bureau.
W.	<u>NEMA:</u>	National Electric Manufacturers Association.
X.	<u>NPT:</u>	National Pipe Thread.
Y.	<u>OSHA:</u>	Occupational Safety and Health Act.
Z.	<u>PCA:</u>	Portland Cement Association.

AA. SSRBC: Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction.

BB. UL: Underwriters' Laboratory.

PART – 2 – PRODUCTS AND MATERIALS

(Not Applicable)

PART - 3 – EXECUTION

(Not Applicable)

END OF SECTION 01 42 00

SECTION 01 55 26

TRAFFIC CONTROL

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes the requirements for the furnishing, installing, maintaining, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing vehicular and pedestrian traffic within and around the project site.

1.2 REFERENCES

- A. CDOT Rules and Regulations for Construction in the Public Way (CDOT Specifications), latest edition.
- B. IDOT Standard Specifications for Road and Bridge Construction (SSRBC), latest edition.
- C. IDOT Supplemental Specifications and Recurring Special Provisions (SSRSP), latest edition.
- D. IDOT Manual on Uniform Traffic Control Devices, latest edition.
- E. IDOT Highway Standards, latest edition.
- F. Applicable highway standards of governmental agencies under whose jurisdiction work is being performed, latest edition.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements
 - 1. Permits: Contractor must comply with Book I - Terms and Conditions for Construction, for requirements on permitting and highway permit bonds.
 - 2. Contractor must comply with latest requirements of the Chicago Department of Transportation (CDOT) and Illinois Department of Transportation (IDOT) standards for traffic control and permitting that are applicable to the agency having jurisdiction over the roadway right-of-way.

PART 2 - PRODUCTS

2.1 TRAFFIC CONTROL DEVICES

- A. All traffic control devices must conform to the drawings, specifications, and traffic control standards of applicable governmental agencies, Chapter 7 of the CDOT Specifications, Division 700 of the SSRBC, the IDOT Manual on Uniform Traffic Control Devices, and the IDOT Highway Standards. No modification of these requirements will be allowed without prior approval of the Commissioner.
- B. No Parking signs must provide working hours, working dates, and be taken down when inactivity on the site exceeds 24 hours.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor is responsible for the proper location, installation, arrangement, and maintenance of all traffic control devices including: signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, warning, or guiding traffic.
- B. Maintenance of traffic must be provided by Contractor as shown on the drawings, CDOT Specifications, SSRBC, applicable highway standards, as specified here, and as directed by the Commissioner.
- C. Maintenance of traffic provisions to be provided by Contractor shall cover any and all streets impacted by and a part of the suborder or project, regardless of whether the new water main is a continuous alignment, with intersecting alignments, connections, "Y" or Tee branches, increasing or decreasing pipe size, etc.; or if water main pipe alignment is discontinuous, with separate new water mains in adjacent, intersecting, parallel, diagonal, dead end, or non-adjacent streets, etc. as shown on the project plans and specifications.

3.2 CONTRACTOR'S EQUIPMENT AND VEHICLES

- A. When traveling in lanes open to public traffic, the Contractor's equipment and vehicles must enter or leave work areas in a manner which will not be hazardous to, or interfere with, traffic and must not park or stop except within designated work areas. Personal vehicles owned by the Contractor or the Contractor's employees must not park within the right of way except in specific areas designated by the Commissioner.

3.3 MAINTAINING ACCESS TO PROPERTY

- A. It is the responsibility of the Contractor to maintain adequate access to private property, public streets, and alleys during the construction period. The Contractor must place temporary pavement as soon as the trench is backfilled, unless otherwise directed by the Commissioner. All active trench cuts or excavations open to traffic including vehicles, pedestrians, bicycles, etc., must have temporary pavement which consists of HMA or asphalt cold patch to provide a smooth and level surface. Compacted crushed stone fill will be allowed as temporary pavement in active trench cuts or excavations located in permitted closed work zones to allow for temporary parking relief as directed by the Commissioner and must meet the requirements of Section 351 of the SSRBC. The Contractor must maintain the temporary pavement until the street is repaved.

3.4 MAINTENANCE

- A. The Contractor must ensure that all traffic control devices installed under this Contract are operational twenty-four (24) hours a day, including Sundays and holidays. Traffic control devices must include all signs, markings, barricades, arrow boards, lights, and other traffic control devices to maintain traffic, protect the public, and maintain the detour route as directed by CDOT / IDOT. All traffic control devices must remain in place until specific authorization for relocation or removal is received from the Commissioner.

3.5 REMOVAL

- A. When directed by the Commissioner, the Contractor must remove all traffic control devices, which were furnished, installed, and maintained under this Contract, and such devices will remain the property of the Contractor.

END OF SECTION 01 55 26

SECTION 02 60 00

SPECIAL SOILS EXCAVATION AND DISPOSAL

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes the requirements for the excavation and disposal of soil classified as Special Soils Waste within the limits shown on the drawings.

1.2 WORK OF THIS SECTION SPECIFIED ELSEWHERE

- A. Section 31 23 19 – Dewatering Excavations.

1.3 DEFINITIONS

- A. Special Soils Waste - excavated soil containing contaminants that exceed the most stringent Tier 1 Soil Remediation Objectives for Residential Properties in Illinois Administrative Code (IAC), Title 35, Section 742, Appendix B, Table A. Such soils may contain gasoline, petroleum products, polynuclear aromatic substances (PNAs), and heavy metals such as mercury, chromium and similar metals.

1.4 SUBMITTALS

- A. Work Plan

1. Contractor must submit a Work Plan for the removal of Special Soils Waste from designated areas as shown on the Drawings. Work Plan must be submitted to the Commissioner within thirty (30) days of start of excavation operations.
2. The Work Plan must provide a list of all proposed subcontractors, indicating the service each is to provide. The Contractor and subcontractors must provide a Statement of Qualifications demonstrating their capabilities to provide services as indicated in the Work Plan.
3. The Work Plan must describe the intended dust control measures for the removal of Special Soils Waste.

- B. Documentation

1. The Contractor shall provide the Commissioner with copies of all environmental permits, records and reports as specified. The

Contractor must provide the Commissioner with the results of any laboratory analyses necessary for permit acquisition.

C. Health and Safety Plan

1. The Contractor must develop a location specific Health and Safety Plan and submit the plan to the Commissioner a minimum of two weeks before beginning construction activities. The Contractor has full responsibility for health and safety on the Site.

D. Report

1. At the end of the Work, the Contractor will prepare a technical report on the activities conducted during the duration of the Work and submit three copies to the Commissioner. The technical report must include all pertinent information regarding the Work including, but not limited to:
 - a. Measures taken to monitor, handle, and dispose of Special Soils Waste, prevent further migration of contaminants and to protect workers.
 - b. Cost for monitoring, handling, and disposing of Special Soils Waste.
 - c. Reduced scale drawing(s) showing area(s) of Special Soils Waste removed.
 - d. Contractors and subcontractors hourly records broken down by project.
 - e. Waste manifests and/or landfill tickets (identified by project) for Special Soils Waste disposal.

1.5 PERMITS AND FEES

- A. The Contractor must include in his unit price bid the cost associated with obtaining all permits and landfill disposal fees required for disposal of Special Soils Waste.

PART 2 – PRODUCTS AND MATERIALS

(Not Applicable)

PART 3 — EXECUTION

3.1 DUST CONTROL

- A. Contractor must control and minimize the release of dust during Special Soils Waste removal activities, by use of water or an acceptable chemical application.

3.2 EXCAVATION AND DISPOSAL

A. Restrictions

- 1. Soil and other material removed from an excavation determined to have Special Soils Waste must not be reused and placed as trench backfill material, unless directed otherwise by the Commissioner.

B. Dewatering

- 1. Contractor shall dewater excavations in accordance with Section 31 23 19 – Dewatering Excavations.

C. Backfill Plugs

- 1. When excavation occurs in areas with a high groundwater table and excavated material has been classified as Special Soils Waste, the Contractor must install backfill plugs to isolate the area from the remainder of the excavation. Backfill plugs must be installed at intervals not to exceed 50 feet, and must be a minimum of 4 feet in length (measured parallel to the trench), and of full width and depth of the trench. Plugs must be constructed only from non-porous materials such as clay soils, concrete, or equivalent material approved by the Commissioner.

D. Transporting and Disposal of Special Soils Waste.

- 1. Due care must be used by the Contractor in transporting Special Soils Waste material from the area of origin to the disposal area. The Contractor is responsible for the clean up of any release of soil containing contaminants into the environment, at no additional cost to the City. Clean up includes, but is not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.
- 2. The Contractor is required to transport and dispose of all material classified as a Special Soils Waste from the job site to an appropriately permitted landfill facility. The Contractor shall prepare all manifests required for the transport of Special Soils Waste.
- 3. The equipment used to haul Special Soils Waste material to the permitted landfill facility shall be lined by the Contractor with a six (6)