

## Contract Summary Sheet

**Contract (PO) Number:** 21428

**Specification Number:** 75854

**Name of Contractor:** RELIABLE CONTRACTING & EQUIP.

**City Department:** DEPARTMENT OF WATER MANAGEMENT

**Title of Contract:** NORTH DISTRICT WATER MAIN CONSTRUCTION

**Term of Contract: Start Date:** 2/4/2010

**End Date:** 2/3/2012

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**

\$33,625,310.00

**Brief Description of Work:** NORTH DISTRICT WATER MAIN CONSTRUCTION

**Procurement Services Contract Area:** CONSTRUCTION-LARGE \$3MILLIONorABOVE

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

**Vendor Number:** 718551

**Submission Date:**

FEB 10 2010

#718551

P.O. 21428

BOOK 2

INSTRUCTIONS AND EXECUTION DOCUMENTS

CONTRACT XV  
NORTH DISTRICT WATER MAIN CONSTRUCTION

PROJECT NO.: 10-601  
SPECIFICATION NO.: 75854  
REQUISITION NO.: 44172  
RFQ NO.: 3264

CITY OF CHICAGO  
DEPARTMENT OF WATER MANAGEMENT



RICHARD M. DALEY  
MAYOR

Issued by the  
DEPARTMENT OF PROCUREMENT SERVICES

JAMIE RHEE  
CHIEF PROCUREMENT OFFICER

*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 the City dated January 12, 2006, as amended and incorporated as if fully set forth here by this reference; and by Book2, Book3 (if applicable), plans, drawings, exhibits, and attachments as appropriate.*

*Printed copies of Book 1 are available at the City of Chicago, Department of Procurement Services, 121 North LaSalle Street, Room 301, Chicago, Illinois 60602. Book 1 is also available on the City's web site..*

City Funded

June 29, 2009

RELIABLE  
CONTRACTING CO.  
EQUIPMENT

BOOK 2 - INSTRUCTIONS AND EXECUTION DOCUMENTS

ADVERTISEMENT FOR BIDS

ATTACH  
LEGAL  
ADVERTISEMENT  
HERE

EXHIBIT 1  
GAMING  
COMMISSION

# CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents,

That we,

Reliable Contracting & Equipment Company,  
333 W. Ogden Ave.

A CORPORATION

CHICAGO, ILLINOIS 60607

Principal, hereinafter referred to as Contractor, and

**Continental Casualty Company**

**333 South Wabash Avenue, Chicago IL 60604**, 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  
-----Sixteen million eight hundred twelve thousand, six hundred fifty-five DOLLARS AND 00/100 (\$16,812,655.00)-----  
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.

**Sealed** with our seals and dated this **28th** day of **December** A.D., **2009**

**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. **Po #21428** and Specification No. **Spec # 75854** all in conformity with said contract, for,

furnishing the City of Chicago, DEPARTMENT OF Water Management, all labor, tools, material, and  
equipment required and necessary for the project known as:

**North District Water Main Construction**

\* The attached rider is incorporated herein by reference.

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 February 3, 2010  
Janice M. Lee  
Purchasing Agent

**Reliable Contracting & Equipment Company** (Seal)

[Signature] (Seal)  
**Linyal J. Chung**  
President (Seal)

[Signature] (Seal)  
**Mark Kieffer** Secretary

Approved as to form and legality:

**Continental Casualty Company** (Seal)

[Signature] (Seal)  
**Esther C. Jimenez** Attorney-in-Fact

Assistant Corporation Counsel



PRINCIPAL  
IF CORPORATION

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

I, Araceli Duran, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that Linval J. Chung President and  
Mark Kieffer Secretary of the Reliable Contracting & Equipment Company  
who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as  
such Linval J. Chung President and Mark Kieffer Secretary, appeared  
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as  
Reliable Contracting &  
their free and voluntary act, and as the free and voluntary act of the said Equipment Company  
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 28th day of December 20 09

OFFICIAL SEAL  
ARACELI DURAN  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 05/04/10

Araceli Duran  
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }  
COUNTY OF ~~COOK~~, } ss.

I, DUPAGE Mary Anne Sylos, a Notary Public in and for the County and State

aforesaid, DO HEREBY CERTIFY that Esther C. Jimenez  
of the Continental Casualty Company who is personally known  
to be the same person whose name is subscribed in the foregoing instrument as such Attorney-in-Fact  
in-Fact, appeared before me this day in person and acknowledged that she  
signed, sealed and delivered the said instrument of writing as her free and voluntary act, and as the free  
and voluntary act of the said Continental Casualty Company  
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 28th day of December 20 09

"OFFICIAL SEAL"  
MARY ANNE SYLOS  
Notary Public, State of Illinois  
My Commission Expires 09/19/2010

Mary Anne Sylos  
Notary Public

PRINCIPAL  
IF INDIVIDUAL

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

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

PRINCIPAL  
IF CORPORATION

STATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }

I, Araceli Duran, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that Linval J. Chung President and  
Mark Kieffer Secretary of the Reliable Contracting & Equipment Company  
who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as  
such Linval J. Chung President and Mark Kieffer Secretary, appeared  
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as  
Reliable Contracting &  
their free and voluntary act, and as the free and voluntary act of the said Equipment Company  
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 28th day of December 20 09

OFFICIAL SEAL  
ARACELI DURAN  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 05/04/10

Araceli Duran  
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, } ss.  
COUNTY OF ~~COOK~~, }

I, Mary Anne Sylos, a Notary Public in and for the County and State

aforesaid, DO HEREBY CERTIFY that Esther C. Jimenez  
of the Continental Casualty  
Company who is personally known  
to be the same person whose name is subscribed in the foregoing instrument as such Attorney-  
in-Fact, appeared before me this day in person and acknowledged that she  
signed, sealed and delivered the said instrument of writing as her free and voluntary act, and as the free  
and voluntary act of the said Continental Casualty Company  
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 28th day of December 20 09

"OFFICIAL SEAL"  
MARY ANNE SYLOS  
Notary Public, State of Illinois  
My Commission Expires 09/19/2010

Mary Anne Sylos  
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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William P Weible, William Cahill, Kimberly Sawicki, Melissa Newman, Karen A Ryan, Esther C Jimenez, Kimberly R Holmes, Deborah A Campbell, Mary Anne Sylos, Leigh Ann Francis, Individually

of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 20th day of August, 2009.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 20th day of August, 2009, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of December, 2009.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17<sup>th</sup> day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."

## **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. 21428 and Specification No. 75854 ("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.





# CERTIFICATE OF LIABILITY INSURANCE

OP ID BS  
RELIA-2

DATE (MM/DD/YYYY)

12/28/09

<b>PRODUCER</b> Weible & Cahill 2300 Cabot Drive, Suite 100 Lisle IL 60532 Phone: 630-245-4600 Fax: 630-245-4601		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> Reliable Contracting & Equipment Company 333 N. Ogden Avenue Chicago IL 60607		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Zurich American Insurance	
		INSURER B: St Paul Fire & Marine Ins. Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	X	X	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Blkt Addtl Insd XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO372922805-01	03/01/09	03/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	X	X	X	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	BAP372922905-01	03/01/09	03/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B	X	X	X	<b>EXCESS / UMBRELLA LIABILITY</b> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$10,000	QK01202014-01	03/01/09	03/01/10	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$ \$ \$
A				<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	WC372922705-01	03/01/09	03/01/10	X WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Contract #21428, Specification #75854, North District Water Main Construction  
Additional Insureds on General Liability, Auto, & Umbrella and Waiver of Subrogation on Workers Compensation in Favor of: The City of Chicago

## CERTIFICATE HOLDER

CHIC-16

City of Chicago - Dept of Procurement Department  
121 N. LaSalle St., Rm 403  
Chicago IL 60602

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CVCN Initials: 12/28/09

**INSURANCE CERTIFICATE OF COVERAGE**

Named Insured: Reliable Contracting &amp; Equipment Company

Address: 33 W. Ogden Ave.

(Number and Street)

Chicago IL 60607

(City)

(State)

(ZIP)

Specification #: 75854

RFP: 3264

Project #:

Contract #: 21428

Description of Operation/Location

North District Water Main Construction

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
<b>General Liability</b> <input type="checkbox"/> Claims made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution	Zurich American Insurance	GLO372922805-01	03/01/10	CSL Per Occurrence \$ <u>1,000</u>  General Aggregate \$ <u>2,000</u>  Products/Completed Operations Aggregate \$ <u>2,000</u>
Automobile Liability	Zurich American Insurance	BAP372922905-01	03/01/10	CSL Per Occurrence \$ <u>1,000</u>
<input checked="" type="checkbox"/> Excess Liability <input checked="" type="checkbox"/> Umbrella Liability	St Paul Fire & Marine Ins Co.	QK01202014-01	03/01/10	Each Occurrence \$ <u>20,000</u>
Worker's Compensation and Employer's Liability	Zurich American Insurance	WC372922705-01	03/01/10	Statutory/Illinois Employers Liability \$ <u>1,000</u>
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  
 Procurement Department  
 121 N. LaSalle St., #403  
 Chicago, IL 60602

Signature of Authorized Rep. Molly Moran

Agency/Company: Weible &amp; Cahill

Address: 2300 Cabot Dr., Suite 100, Lisle, IL 60532

Telephone: Ph: 630-245-4600 Fax: 630-245-4601

For City use only

Name of City Department requesting certificate: (Using Dept.) \_\_\_\_\_

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

ZIP Code: \_\_\_\_\_

Attention: \_\_\_\_\_



**LEGAL ADVERTISEMENT**  
**MONDAY, OCTOBER 26, 2009**  
**CITY OF CHICAGO**  
**DEPARTMENT OF**  
**PROCUREMENT SERVICES**

Sealed Bids/Proposals will be received by the City of Chicago, on the date and time, (Chicago Time), stated for those specific Bids/Proposals listed below, in Room 301, City Hall, 121 North LaSalle Street, Chicago, Illinois at which time and place, Bids/Proposals will be opened and publicly read aloud for the following:

**DESCRIPTION:** Contract XV - South District Water Main Construction  
Addendum 1 is available for pick-up in the Bid and Bond Room,

City Hall, Room 301

**SPECIFICATION NO:** 75000 RFO NUMBER: 3200

**ORIGINAL AD DATE:** Monday, September 28, 2009

**ORIGINAL BIDDING/PROPOSAL OPENING DATE:** Tuesday, October 27, 2009

**TIME:** 11:00 A.M.

**NEW BIDDING/PROPOSAL OPENING DATE:** Thursday, November 12, 2009

**TIME:** 11:00 A.M.

**CONTACT:** Lynnette Turrell

**Phone:** 312-744-6700

**E-mail:** [lturrell@cityofchicago.org](mailto:lturrell@cityofchicago.org)

(Department of Procurement Services Use Only)

**DESCRIPTION:** Contract XV - Central District Water Main Construction  
Addendum 1 is available for pick-up in the Bid and Bond Room,

City Hall, Room 301

**SPECIFICATION NO:** 75000 RFO NUMBER: 3200

**ORIGINAL AD DATE:** Monday, September 28, 2009

**ORIGINAL BIDDING/PROPOSAL OPENING DATE:** Tuesday, October 27, 2009

**TIME:** 11:00 A.M.

**NEW BIDDING/PROPOSAL OPENING DATE:** Thursday, November 12, 2009

**TIME:** 11:00 A.M.

**CONTACT:** Lynnette Turrell

**Phone:** 312-744-6700

**E-mail:** [lturrell@cityofchicago.org](mailto:lturrell@cityofchicago.org)

(Department of Procurement Services Use Only)

**DESCRIPTION:** Contract XV - North District Water Main Construction  
Addendum 1 is available for pick-up in the Bid and Bond Room,

City Hall, Room 301

**SPECIFICATION NO:** 75004 RFO NUMBER: 3204

**ORIGINAL AD DATE:** Monday, September 28, 2009

**ORIGINAL BIDDING/PROPOSAL OPENING DATE:** Tuesday, October 27, 2009

**TIME:** 11:00 A.M.

**NEW BIDDING/PROPOSAL OPENING DATE:** Thursday, November 12, 2009

**TIME:** 11:00 A.M.

**CONTACT:** Lynnette Turrell

**Phone:** 312-744-6700

**E-mail:** [lturrell@cityofchicago.org](mailto:lturrell@cityofchicago.org)

(Department of Procurement Services Use Only)

Bids/Proposals requiring a Bids/Proposal deposit, must be accompanied by a bid bond, provided by a surety company authorized to do business in the State of Illinois, or the equivalent in the form of a cashier's check, or money order, in the amount stated, drawn on a responsible bank, or financial institution doing business in the United States, and made payable to the City of Chicago. Cash, non-certified checks or computer certificates, are not acceptable forms of Bids/Proposal deposits.

Any Bids/Proposal submitted, which are not properly signed or accompanied by an acceptable form of deposit, will be considered non-responsive, and the bid will be disqualified from consideration. Any late Bids/Proposals received after announced date and time, for the opening of Bids/Proposals, will not be accepted.

Bids/Proposals must be submitted as documents provided by the City of Chicago, which are available in the Department of Procurement Services, Bid and Bond Room, Room 301, City Hall, Chicago, Illinois 312-744-6772.

When applicable, copies of specifications, plans, and drawings may be obtained by placing a deposit in the amount specified above, for each set of documents. The City will only accept certified checks, cashier's checks, or money orders. The plan deposit will be refunded upon the return of said documents, in good condition, within ten (10) calendar days after the bid opening date. Failure to return said documents within the period stated above, will result in the Bids/Proposals forfeiting the plan deposit.

The above Bids/Proposal estimated range, is intended to represent the size of the project, or anticipated usage.

The Chief Procurement Officer, reserves the right to reject any or all Bids/Proposals if deemed in the best interest of the City of Chicago.

**RICHARD M. DALEY**

**JANE RHEE**

**MAYOR**

**CHIEF PROCUREMENT OFFICER**

**A COMPLETE LIST OF BID OPENINGS CAN BE**

**FOUND ON THE WEBSITE:**

**<http://www.cityofchicago.org/procurement>**

**800-332-1000 to 676-1883**



NOVEMBER 10, 2009  
CLARIFICATION NO. 1

NORTH DISTRICT WATER MAIN CONSTRUCTION  
SPECIFICATION NO.: 75854  
RFQ NO.: 3264

CENTRAL DISTRICT WATER MAIN CONSTRUCTION  
SPECIFICATION NO.: 75859  
RFQ NO.: 3265

SOUTH DISTRICT WATER MAIN CONSTRUCTION  
SPECIFICATION NO.: 75860  
RFQ NO.: 3266

FOR WHICH BIDS WILL BE OPENED IN THE OFFICE OF THE DEPARTMENT OF  
PROCUREMENT SERVICES, ROOM 301, CHICAGO, ILLINOIS, 60602 ON NOVEMBER 11  
AT 11:00A.M. CHICAGO TIME:

BIDDERS WILL ACKNOWLEDGE RECEIPT OF THIS CLARIFICATION IN THE SP  
PROVIDED ON THE PROPOSAL PAGE

NOTICE OF CLARIFICATION OF CONTRACT DOCUMENTS

CLARIFICATION NUMBER

1. The Bid Opening Date list in Addenda 1 was Tuesday, November 12, 2009. The correct date is Thursday November 12, 2009.
2. Items #44 and #45 of the addendum seems to contradict itself. Item #44 - The City's response is "follow procedures required for City MBE / WBE requirements." Where as Item #45 states that there is no mandate Schedule C to be submitted due to the Fed participation. Once again, please clarify - Is the Schedule C required this contract - 24% MBE and 4% WBE (with the Fed participation) and to be submitted with the bid? Please refer to the requirements of Book 1, Section XXIV.
3. Clarification #7 for these projects (issued October 26, 2009) changed the incidental depth of water main to 6.5'. However, bid item 110a still states that additional trench excavation is 8-12 feet from ground level. Shouldn't this be changed to reflect the new depth issued in the clarification? The depths given in Items 11 110b of the Schedule of Prices are incorrect. Please refer to Measurement and Payments, Section 0120 Addendum 1 for the correct depths of excavation.

The following clarifications apply to North District Water Main Construction, Specification No.: 75854, only.

4. A request was submitted requesting additional information regarding replacement plans involving Bid Item 120F, 120L and 141F. Please bid according to the quantities provided.
5. In addition, the pipe manufacturers have indicated that they do not produce a CL52 60" Dia. Ductile Iron. Maintain nominal wall thickness per Contract Specifications.

OCTOBER 26, 2009

**ADDENDUM NO. 1**

**NORTH DISTRICT WATER MAIN CONSTRUCTION**

SPECIFICATION NO.: 75854

RFQ NO.: 3264

FOR WHICH BIDS WILL BE OPENED IN THE OFFICE OF THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 301, CHICAGO, ILLINOIS, 60602 ON TUESDAY, OCTOBER 27, 2009 AT 11:00A.M. CHICAGO TIME:

**BIDDERS WILL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE PROPOSAL PAGE**

**NOTICE OF REVISION TO CONTRACT DOCUMENTS**

**CHANGE  
NUMBER**

1. The Bid Opening Date has been postponed from Tuesday, October 27, 2009 to Tuesday, November 12, 2009.
2. Book 2, Instructions and Execution Documents
  - a. Schedule of Prices: Remove and replace with attached Schedule of Prices, pages 20A-34A.
3. Book 3, Technical Specifications
  - a. Summary of Work - 01 11 00
    - i. Section 1.10, F, Line 5: Delete the text "final water main connection." Replace with "installation of the concrete cap/plug".
  - b. Measurements and Payments – 01 20 00: Remove and replace with the attached document.
    - i. See Section 1.3, A.
    - ii. See Items 110, 120, 124, 140, 181, 241e and 241m in the attached revised document.
  - c. Cleaning and Lining Water Mains – 33 01 10: Please insert attached document.

**CLARIFICATION NUMBER**

1. IDOT no longer approves/recognizes N90 Surface Mix E, which is spec'd on this project. All N90 Surface Mix is Mix F. See Addendum 1, Change No. 3, b, ii.

2. There is no Poly Level Binder IL-4.75 N90 approved by IDOT. This should be N50. See Addendum 1, Change No. 3, b, ii.
3. The detail specs call for yield check at 110lbs for all mixes. This is in direct contradiction to IDOT specifications. We will always be underpaid for most mixes, especially N90. Please bid accordingly. DWM will continue to utilize 110 PCF.
4. Book 2, page 6 "Price Escalation". The formula as written does not give a true "year-to-year" increase. Over previous 8-year span, the average escalation would have been 1.7%. This does not reflect the annual increases of ductile iron pipe, aggregates, fuel, labor, etc. Would DWM consider modifying this formula to more accurately reflect market increases? Price escalation is as specified in the contract.
5. There is no item for Special Excavation, i.e. any slag, cinders, organic material, foundations, etc. incidental to the various line items. Would any consideration be given to adding an item for this? Incidental to Items 110a and 112.
6. There is no item for Trench Excavation outside the neat lines. If ground conditions or adjacent utilities necessitate excavation wider than 2.7' as shown on the details will this be incidental to the various pipe items or will we be paid? Incidental to Item 120. Contractor to maintain neat trench line at OD + 2'.
7. Bid Item 120 "Water Main Installed in Open Cut" 2.e. states that included in this item is "Trench excavation and disposal of spoils to eight feet in depth." City of Chicago plumbing code calls for 12" water main to be installed with 5'6" of cover. Does this mean that any additional depth to connect to deeper water mains, deeper water services, cross utilities, house drains, etc. is all incidental to the item? In theory we could have a street where we have to lay the main with 6.5' of cover to go under all of the house drains which is a significant added cost. See Addendum 1, Change No. 3, b, ii.
8. For bid items 143a-143d "Reconnect Water Service to Water Main" it appears as though payment is the same for tapping a new or an existing water main. There is a significant cost difference between, for example, placing a new tee and wedge valve on a new main being installed vs. digging up an existing main, shutting down the main, and cutting in a new tee and wedge valve. Would any consideration be given to making two different items, one for water services on new mains and one for water services on existing mains? Items 143a and 143b apply to new or existing water mains. See Item 140.
9. Book 3 section 01 11 00-6 states: "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." Is the cleaning of CB's incidental to project? No, basins damaged by the Contractor will be repaired and cleaned at the Contractor's expense.
10. Book 3 section 01 11 00-7 states that restoration must be completed within 30 days of the final water man connection. Book 2 page 17 Table A states that restoration must be completed within 30 days of the completion of concrete base course? Which is correct? See Addendum 1, Change No. 3, a, i.

11. Bid Item 122a-c "Resilient Wedge Valve" item includes fittings, gaskets, etc. In most instances when this valve is used for chlorination purposes, a valve vault or plate needs to be temporary placed and maintained above the valve to provide access for chlorinator. Additionally, 1" taps usually need to be placed on either side of the valve for chlorinating and testing. Is this work incidental to this item? See Addendum 1, Change No. 3, b, ii.

12. Bid Item 160a "Special Waste Excavation and Disposal" states that "the width and depth of the trench for pay purposes...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." Can this allowance be defined? Will we be paid the theoretical amount or the actual amount disposed of? Payment per Item 160.

13. For Bid Item 210b Sub-base granular material will we be allowed to backfill the final 1' of the pipe trench with CA-6 or will we have to backfill to grade with CA-16? If we do backfill the top foot with CA-6, will any mixing of the CA-16 and CA-6 during service transfers be allowed or will this material be rejected? Final restoration must comply with DWM and CDOT construction detail standards.

14. There is no item for preconstruction videotaping. Is this incidental to the project? See item 100.

15. Bid items 124 and 140, side connection and tee connection, states that "for connections to water mains larger than 16" in diameter preconstruction flushing is to be completed." Is there a defined duration for this flushing or is at the discretion of DWM Water Quality? In theory, we could be flushing an existing main for a week before the desired turbidity levels are reached. Would consideration be given to adding a "per day" item for flushing? See Addendum 1, Change No. 3, b, ii.

16. Bid item 125 fittings not shown on drawings states that "the unit cost of associated pipe length will be subtracted to arrive at payment for additional fittings." Does this mean all excavation, hauling, and backfill is also incidental to the additional fitting item? Correct.

17. Bid item 128 casing pipe by jacking and boring spec references the allowable pay limits for the jacking and receiving pits, however there is no item for the pits. Are these pits incidental to this item? Are all permits, flagmen, etc. also incidental? Pits are incidental to Item 128. Railroad permits and railroad flagmen are not incidental to the Item.

18. Bid item 181 "Support Services for Dewatering Mains" includes "providing all labor & equipment necessary to safely enter & dewater pipe". Can a description be provided for how far internally we will have to enter the pipe? In theory, thousands of feet of air and discharge hoses could be incidental. Is there a minimum crew size associated with this item? See Specification Section 33 01 12 and Addendum 1, Change No. 3, b, ii.



19. Bid item 220 "PCC Base Course" includes "preparing the sub-grade and additional excavation required per CDOT standards". The standard shows an additional foot on either side of our trench following pipe installation. Is this excavation incidental to this item? **Correct, per Detail D-8.**
20. Bid item 222 "PCC Sidewalk and Sidewalk Removal" states that "the contractor will be required to have the constructed ramp inspected by the Commissioner & CDOT to confirm that the work is compliant with CDOT standards." Is the contractor to coordinate with CDOT or engineer? **The contractor shall coordinate with the Commissioner.**
21. Bid item 240 "HMA Removal" includes "providing asphalt ramps at butt joints and structures." Will this be paid as temporary surface or is this incidental? **Incidental per Item 240.**
22. 01 40 00 "Quality Control" Can expectations be explained? The spec states that "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." Does this include the pipe items or just the restoration items? Will compaction testing be required on sub-base granular material? Will QC testing be required on any amount of concrete placed? Will the presence of independent testing personnel be required from start to finish of a project? **Specification Section 01 40 00 Quality Control is incidental to the contract and applies to all work. See Sections 03 30 00, 32 12 16, 32 13 13, and 32 16 21 for specific testing requirements.**
23. Section 31 23 10-18 "Excavation, Trenching, & Backfill" states that "excavated material can be re-used as backfill only if directed or approved by the Commissioner". Will this be allowed? Will the Commissioner request a credit? **As directed and determined by the Commissioner.**
24. Bid Item 102 "Televised Inspection of Sewer and Sewer Structures" states that "In the instance the Contractor encounters an impassable obstruction, the Contractor will notify the Commission of the obstruction and obtain approval prior to discontinuing the inspection." Will payment be made for the "down-time" during which the Commissioner's approval is obtained? Is any light or heavy cleaning included in this item? **Contractor must provide documentation that the sewer main is impassable; no payment will be made for downtime. Cleaning of sewers is not part of the contract.**
25. When making connections, many times valves larger than 12 inches must be shutdown. Will the contractor be allowed to shut down valves larger than 12 inches? **No.**
26. Is it the contractor's responsibility to repair, at their own expense, for deficiencies in their work that result in the inability to pass a pressure test? **See Book 1, VII, B, Correction of Work.**
27. Who is responsible to repair deficiencies in existing apertures and infrastructure that results in the inability to pass a pressure test on a newly installed water main? **See Book 1, VII, B, Correction of Work.**

28. *How will the contractor be compensated for the failures of existing apertures and infrastructure that results in the inability to pass a pressure test on a newly installed water main? See Book 1, XV, G, Payment Changes.*

29. *When making connections valves must be shut down. If City Crews are responsible to obtain a shut down and they are unable to, how will the contractor be compensated for lost time and efforts? Contractor's responsibility to coordinate and schedule test shut downs.*

30. *When existing conditions do not match the plans and a redesign is issued, how will the contractor be compensated for their time and efforts? See Book 1, XV, G, Payment Changes.*

31. *When existing conditions do not match the plans and efforts to complete the work task are abandoned, how will the contractor be compensated for their time and efforts? See Book 1, XV, G, Payment Changes.*

32. *Regarding Pay Item # 123 – Hydrant Installation: a. Will this work be limited too and only done in conjunction with water main pipe newly laid by the contractor? b. Will this item include hydrants in vaulted sidewalks? c. Will this item include replacing hydrants on existing mains? d. Will this item include installing hydrants on existing mains there no current hydrant exists? If so, how will the cutting in of the necessary tee be paid for? e. Will the contractor be assigned this work task where new water main was installed by others? The price stated for each Bid Item shall include a proportionate amount of the total cost for the entire Work in full compliance with the Contract Documents.*

33. *Regarding Pay Item # 129 – Replace Existing Sewer, Existing Pipe Drains, and Existing House Drains...: a. Will this work be limited too and only done in conjunction with water main pipe newly laid by the contractor? b. Will the contractor be assigned this work task independent of water main installation? c. Will the contractor be assigned this work task where new water main was installed by others? The price stated for each Bid Item shall include a proportionate amount of the total cost for the entire Work in full compliance with the Contract Documents.*

34. *Regarding Pay Item # 130 – Replace Existing Roundway, service control valve, shut off box, valve box, or valve basin: a. Will this work be limited too and only done in conjunction with water main pipe newly laid by the contractor? b. Will the contractor be assigned this work task where new water main was installed by others? The price stated for each Bid Item shall include a proportionate amount of the total cost for the entire Work in full compliance with the Contract Documents.*

35. *Regarding Pay Item #143 – Reconnect Water Service To Water Main: a. Will this work be limited too and only done in conjunction with water main pipe newly laid by the contractor? b. Will the contractor be assigned this work task where new water main was installed by others? The price stated for each Bid Item shall include a proportionate amount of the total cost for the entire Work in full compliance with the Contract Documents.*

36. Are there any work tasks and or pay items that the contractor will be asked to perform where new water main was installed by others? The price stated for each Bid Item shall include a proportionate amount of the total cost for the entire Work in full compliance with the Contract Documents.
37. Will the City inspect all valves it will not allow the contractor to operate prior to the issuance of a project notice to proceed? **No.**
38. With regard to the pre-construction video taping, can an electronic GPS be substituted for a mechanical wheel? **Accuracy of a mechanical wheel must be maintained.**
39. If ground dewatering is needed, how will the contractor be compensated? **Incidental to Items 110 and 120.**
40. If existing sewer mains require cleaning, will the contractor be given a time extension? **No sewer cleaning required in Contract.**
41. If the existing sewer mains require cleaning, how will the contractor be compensated? **Contractor will be required to repair and clean sewer mains he damages at the Contractor's expense.**
42. Will the contractor be required to clean catch basins, inlets, and or valve vaults of debris not related to new water main construction? **No**
43. If the contractor is required to clean catch basins, inlets, and or valve vaults of debris not related to new water main construction, how will the contractor be compensated? **See Book 1, XV, G, Payment Changes.**
44. Since this project is Fed funded (stimulus), doesn't a bidder have to advertise 16 days prior to the bid opening for DBA participation per the Fed guidelines? **IEPA has approved the City MBE/WBE program for this project. Follow procedures required for City MBE/WBE Requirements. Only requirements in the contract documents apply.**
45. I want to confirm that there is no: award criteria, City residencies, a 2% preference, nor a mandatory schedule C to be submitted. Once again due to the Fed participation. That is correct. These items are not required because of IEPA requirements.
46. Since all three projects are bid on the same day at the same time, can the bidder submit a bid on all three projects but stipulate that the bidder only will take one of the projects if for some reason they are low bid on two or more projects. **The lowest responsive and responsible bidder will be awarded each Contract.**
47. Will any remobilization be paid for coming back and completing ADA ramp work that could not be completed with the restoration due to circumstances outside of the contractor's control and even the owner's control? **See Item 100.**

48. Will the contractor be expected to complete water main projects that were started by another entity? Such as the DWM In House Construction Crews or another contractor? **See Book 2, General Description of Work.**
49. If DWM elects to have the water service reconnections performed by directional drilling method, who is responsible for submitting the plans to OUC for the 30 day review in order to obtain approval to perform directional drilling? **DWM will submit plans to OUC.**
50. What is the standard procedure for connecting to existing water mains after the pressure test is complete and passed but before chlorination when the existing valve involved in the connection is passing and the connection cannot be completed? Will any compensation be given to the contract for the down time once it is determined that the connection cannot be completed that day? **Contractor is responsible for the planning and coordination of test shut downs.**
51. If a connection cannot be performed during normal working hours or on Monday thru Friday due to those affected by the shutdown will any additional compensation be given to the contractor for night or weekend work? **All work is incidental to the item.**
52. Storage of equipment, pipe materials, minimal stone and dirt has caused CDOT to write the contractor tickets from time to time. Will DWM assist in the dismissal of these tickets written by CDOT if it was no fault of the contractor? **It is the Contractor's responsibility to perform work in a manner consistent with the Contract documents.**
53. What is the standard duration between submittal of a pay request and actual receipt of payment to the contractor? Often the contractor has experienced durations in excess of 90 days for payment - is DWM able to improve this lengthy time period as the contractor is required to make timely payments to suppliers and sub-contractors. **See Book 1, XIII, B, Procedures for Monthly Payment Requests and Final Payment.**
54. Will any additional time be given to the contractor to complete a water main installation project that is subject to CDOT permitted working hours of 9:00 am to 3:00 pm? **All work shall be in conformance with Book 2, Table A.**
55. Will any additional time be given to the contractor to complete the water main installation (all pipe work and concrete trench patch) for projects 0 to 1000 feet - currently 42 calendar days are allowed. The time begins when the Notice to Proceed is issued and the time ends 42 calendar days later. Typically it takes at least 3-5 days to get a permit from CDOT, another 2 days to contact DIGGER and have the utilities marked and another 10 days for testing and chlorinating due to Water Quality's schedule for chlorination. That means 14 to 17 days are removed from the 42 overall days leaving 25 to 28 days to complete all water main installation work as well as pouring the concrete trench patch. This is an extremely tight schedule to complete the work in. **All work shall be in conformance with Book 2, Table A.**

56. Will any additional time be given to the contractor to complete the restoration work (ADA ramp construction, pavement restoration and pavement markings) when the length of the project and number of ADA ramps makes it unfeasible to complete the work within the 30 day window given within the contract documents. See Book 2, Section One, Proposal Pages.

57. Will any additional compensation or payment be made to the contractor if excessive horizontal and vertical bends are required in order to complete the water main installation even if they are shown on the plans? For example, if 15 to 18 bends are called out on the plans ""if necessary"" to go over or under existing utilities are all those fittings considered incidental if called out on the plans? **Payment per Items 120 and 125.**

58. Is the bidder required to place an ad in the Chicago Tribune requesting proposals from DBEs? IEPA has approved the City MBE/WBE program for this project. Follow procedures required for City MBE/WBE Requirements. Only requirements in the contract documents apply.

59. In Book 3, Section 01 20 00, 1.3, A, it states that the quantities will be measured on a daily basis and entered into Datastream by the Contractor. Does this mean that the contractor is responsible for initiating all daily work orders for each project within Datastream including all the data entry for City approval? In addition, it states the record drawing lengths, dimensions, quantities etc shall be determined by a survey after completion of all required work. What is the intended by "survey" and who is to perform this "survey"? **Correct, see Addendum 1 Section 01 20 00.**

60. According to the "Measurements & Payments" any excavation up to 8 feet for any bid item is considered incidental to that bid item? **See Addendum 1, Items 110 and 120.**

61. Within the "Measurements & Payments" Bid Item 123 – Hydrant Installation does not indicate what size water main the hydrant is to be installed off of (up to 16", up to 24" etc.). Does this mean that this pay item could be used to install a fire hydrant off of any size water main (24", 30", 36", 60" etc)? If not, what is the largest water main intended for this pay item? The schedule of prices for bid item 123 reads "Hydrant Installation on Water Main 12-Inch Dia. And Smaller" – this is not consistent with the "Measurements and Payments" for this bid item. Please clarify this bid item. **Item 123 does not pay for tee connection to new main. See Item 123 and Addendum 1, Schedule of Prices.**

62. Within the "Measurements & Payments" Bid Item 141 – Connection to Existing Fitting or Pipe – it indicates that the water main pipe length included within the pay item is 5 feet or less used in the making of the connection. Does this 5 feet have the same alignment as the existing water main being connected to or does the 5 feet have the same alignment as the new water main being installed, or both? **See Item 141.**

63. Within the "Measurements & Payments" Bid Item 152 – Abandonment of Existing Unused Water Service on Existing Main to Stay in Service – indicates the removal of the existing tee (3" and larger services) and replacement with straight pipe. There is no size restriction on this pay item with regards to the main that is to be replaced with straight pipe so are we to assume this could be anywhere from 6"

pipe replacement all the way up to 16" or 24" including the necessary sleeves to install the pipe back? In addition, the item makes no mention of the necessary sleeves to complete this work – are those items included within this pay item or to be paid for some other way? **Payment per Item 152.**

64. Within the "Measurements & Payments" Bid Item 160 – Special Soils Excavation & Disposal – indicates it will be measured by the width and depth of the pipe trench as detailed on the drawings. How will the additional excavation required to install a new valve and basin be paid, fire hydrant leads, service transfers, connection to existing water mains, tee connections etc – each of these items required excavation in addition to the main line pipe trench. Is this additional excavation required considered incidental to this item? **Payment per Item 160.**

65. If the City requests or approves additional excavation outside the trench neat lines how will the contractor be compensated for it as the contract does not include a bid item for this work? On previous contracts the contractor was occasionally asked to perform this work and those contracts contained a corresponding bid item for such work. See Item 120. Contractor to maintain neat trench line at OD + 2'.

66. Section 33-01-10 is listed in the table of contents in the specifications for utilities but is not found in the specifications. Please provide section 33-01-10. See Addendum 1, Change No. 3, c.

67. We request a 3 week extension of time to the bid due date in order to process the upcoming addendums, locate additional MBE / WBE companies, and further research material and labor costs for the contract. Can you grant extension? See Addendum 1, Change No. 1.

68. Regarding items 101A and 101B for traffic control; are we to include traffic control in our unit prices for all our work as incidental or will all traffic control be paid through items 101A and 101B? **Traffic Control will be paid per Items 101a and 101b.**

69. If a high water table prevents standard excavation, then will we be compensated for well points and other dewatering costs? **Payment per Items 110 and 120.**

70. Page 01-20 00-10 states that temporary hydrant installation and removal is part of the water main installation. Does the contractor have to supply the temporary hydrants? If so, how many should we plan to supply? See Item 120.

71. A list of questions regarding Buy America Provisions was submitted for consideration. See Specification Section 01 11 00.

72. North District missing items 143b-d. See Addendum 1, Change No. 2, a.

73. Bid item 153B has a quantity of zero. Can you provide a quantity for item 153B? See Addendum 1, Change No. 2, a.

End of Addendum No. 1

## Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
1	100	Mobilization / Job Set Up	LS	1			
2	101a	Traffic Control - Residential Street	EA	14			
3	101b	Traffic Control - Collector, Secondary Arterial and Primary Arterial Streets	EA	28			
4	102	Televised Inspection of Sewers and Sewer Structures	LF	126,700			
5	110a	Additional Trench Excavation (Within Trench Neat Lines) 8 to 12 feet from Ground Level	CY	2,360			
6	110b	Additional Trench Excavation (Within Trench Neat Lines) 12 to 16 feet from Ground Level	CY	1,275			
7	111a	Streetcar Track and Tie Removal -With Jumper Cable	LF	200			
8	111b	Streetcar Track and Tie Removal -Without Jumper Cable	LF	200			
9	112	Rock Excavation	CY	250			
10	120a	Water Main Installed in Open Cut - 8-Inch	LF	37,000			

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
11	120b	Water Main Installed in Open Cut – 12-Inch	LF	20,000			
12	120c	Water Main Installed in Open Cut – 16-Inch	LF	6,500			
13	120d	Water Main Installed in Open Cut – 24-Inch	LF	500			
14	120e	Water Main Installed in Open Cut – 36-Inch	LF	2,600			
15	120f	Water Main Installed in Open Cut – 60-Inch	LF	2,000			
16	120g	Water Main (Restrained Joint) Installed in Open Cut – 8-Inch	LF	500			
17	120h	Water Main (Restrained Joint) Installed in Open Cut – 12-Inch	LF	500			
18	120i	Water Main (Restrained Joint) Installed in Open Cut – 16-Inch	LF	500			
19	120j	Water Main (Restrained Joint) Installed in Open Cut – 24-Inch	LF	500			
20	120k	Water Main (Restrained Joint) Installed in Open Cut – 36-Inch	LF	500			



### Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
21	120l	Water Main (Restrained Joint) Installed in Open Cut – 60-Inch	LF	500			
22	121a	Valve Installation – 8-Inch	EA	70			
23	121b	Valve Installation – 12-Inch	EA	55			
24	121c	Valve Installation – 16-Inch	EA	15			
25	122a	Resilient Wedge Valve – 8-Inch	EA	20			
26	122b	Resilient Wedge Valve – 12-Inch	EA	10			
27	122c	Resilient Wedge Valve – 16-Inch	EA	10			
28	123	Hydrant Installation on Water Main	EA	150			
29	124a	8-Inch Side Connection to 16-Inch and Smaller Water Main	EA	42			
30	124b	12-Inch Side Connection to 16-Inch and Smaller Water Main	EA	10			

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
31	124c	16-Inch Side Connection to 16-Inch and Smaller Water Main	EA	10			
32	124d	12-Inch Side Connection to 24-Inch- 36-Inch Water Main	EA	10			
33	124e	16-Inch Side Connection to 24-Inch - 48-Inch Water Main	EA	10			
34	125	Fittings – Not Shown on Drawings	LB	18,000			
35	127a	Insulation of Water Main	LF	800			
36	127b	Insulation of Water Service	LF	300			
37	128a	Install 8-Inch D.I. Restrained Joint Water Main Within 20-Inch Casing Pipe By Jacking and Boring	LF	400			
38	128b	Install 12-Inch D.I. Restrained Joint Water Main Within 24-Inch Casing Pipe By Jacking and Boring	LF	200			
39	129a	Replacement of Existing Sewer with Ductile Iron Pipe, 6-Inch Dia.	LF	1,000			
40	129b	Replacement of Existing Sewer with Ductile Iron Pipe, 8-Inch Dia.	LF	1,200			

### Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
41	129c	Replacement of Existing Sewer with Ductile Iron Pipe, 12-Inch Dia.	LF	250			
42	130a	Replace Existing Roundway (1-Inch) and Shut-Off Box	EA	10			
43	130b	Replace Existing Roundway (1 ½ - to 2-Inch) and Shut-Off Box	EA	10			
44	130c	Replace Existing Shut-Off Box	EA	10			
45	130d	Replace Existing Valve Box	EA	10			
46	130e	Upgrade Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (4 to 6-Inch)	EA	10			
47	130f	Upgrade Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (8 to 12-Inch)	EA	10			
48	130g	Construct New Valve Basin	EA	10			
49	140a	8" Tee Connection to 16" and Smaller Water Main	EA	42			
50	140b	12" Tee Connection to 16" and Smaller Water Main	EA	20			

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
51	140c	16" Tee Connection to 16" and Smaller Water Main	EA	10			
52	140d	12" Tee Connection to 24"-36" Water Main	EA	20			
53	140e	16" Tee Connection to 24"-36" Water Main	EA	10			
54	141a	8-Inch Connection to Existing Fitting or Pipe	EA	42			
55	141b	12-Inch Connection to Existing Fitting or Pipe	EA	20			
56	141c	16-Inch Connection to Existing Fitting or Pipe	EA	10			
57	141d	24-Inch Connection to Existing Fitting or Pipe	EA	10			
58	141e	36-Inch Connection to Existing Fitting or Pipe	EA	10			
59	141f	60-Inch Connection to Existing Fitting or Pipe	EA	6			
60	142	8-Inch Pressure Connection to 16-Inch and Smaller C.I. or D.I. Water Main	EA	6			

### Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
61	143a	Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Service (1-Inch)	EA	1,600			
62	143b	Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Service (1-1/2 to 2-Inch)	EA	250			
63	143c	Water Service: Resilient Wedge Valve and Reconnect Existing Service (3 to 6-Inch)	EA	20			
64	143d	Water Service: Resilient Wedge Valve and Reconnect Existing Service (8 to 12-Inch)	EA	10			
65	143e	Water Service Pipe: Type K Copper (1-Inch) – Open Cut	LF	6,000			
66	143f	Water Service Pipe: Type K Copper (1 ½-Inch to 2-Inch) – Open Cut	LF	1,000			
67	143g	Water Service Pipe: Type K Copper (1-Inch) – Trenchless	LF	200			
68	143h	Water Service Pipe: Type K Copper (1 ½-Inch to 2-Inch) – Trenchless	LF	200			
69	143i	Water Service Pipe: Ductile Iron (4-Inch) – Open Cut	LF	150			
70	143j	Water Service Pipe: Ductile Iron (6-Inch) – Open Cut	LF	100			

## Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
71	150	Removal of Existing Fire Hydrant (Abandoned Water Main)	EA	130			
72	151	Abandonment of Existing Valve and Basin	EA	80			
73	152a	Abandonment of Existing Unused Water Service (Smaller than 3-Inch)	EA	35			
74	152b	Abandonment of Existing Unused Water Service (3-Inch and Larger)	EA	6			
75	153a	Water Main Abandonment (Cut and Cap Existing Water Main)	EA	10			
76	153b	Water Main Abandonment (Remove Existing Fitting)	EA	10			
77	160a	Special Soils Waste Excavation and Disposal	CY	900			
78	160b	Waste Characterization Analysis	EA	45			
79	160c	Soil Boring Mobilization & Sampling	EA	10			
80	161a	Nitrile Gaskets for 4-Inch Pipe	EA	10			

## Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
81	161b	Nitrile Gaskets for 6-Inch Pipe	EA	10			
82	161c	Nitrile Gaskets for 8-Inch Pipe	EA	45			
83	161d	Nitrile Gaskets for 12-Inch Pipe	EA	40			
84	161e	Nitrile Gaskets for 16-Inch Pipe	EA	10			
85	170a	Cut-In Inspection Manhole Assembly - 36" Pipe	EA	10			
86	171c	Tapped Inspection Manhole Assembly - 60" x 24"	EA	6			
87	180a	Repair Pre-Existing Service Leak on Live Services smaller than 3- Inch	EA	25			
88	180b	Repair Pre-Existing Services Leak on Live Services 3-Inch and above	EA	10			
89	181a	Weekday Crew 8 Hour Day	DAY	40			
90	181b	Weekday Crew per Hour of OT or Saturday Crew per Hour of OT ( 4 hour minimum; 1.5 X Base Rate)	HR	64			

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
91	181c	Sunday Crew per Hour (4 hour minimum; 2 X Base Rate)	HR	64			
92	181d	Traffic Control for Dewatering and NDT by Others along Project Limits	EA	6			
93	190	Dechlorination	LF	63,500			
94	210a	Temporary Maintenance Stone	TON	100			
95	210b	Sub-Base Granular Material, CA-6 Type B, 6"	SY	45,000			
96	211	Flowable fill Backfill / Controlled Low Strength Material (CLSM)	CY	1,000			
97	220a	Portland Cement Concrete Base Course (SI Mix)	CY	500			
98	220b	Portland Cement Concrete Base Course (High Early Strength, PV Mix)	CY	10,000			
99	221a	Curb and Gutter Removal	LF	12,300			
100	221b	Combination Curb and Gutter	LF	12,300			



# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
101	221c	Concrete Curb, Type B	LF	1,000			
102	222a	Portland Cement Concrete Sidewalk – 5-Inch; Including Keystone	SF	49,000			
103	222b	Portland Cement Concrete Sidewalk / Driveway Removal to proposed subgrade	SF	500			
104	222c	Portland Cement Sidewalk, 5-Inch for ADA Ramps	SF	25,500			
105	222d	Portland Cement Concrete Sidewalk, 8-Inch for ADA Ramps (Example: Signalized Intersections)	SF	940			
106	222e	Tactile Tile	SF	4,600			
107	223	8-Inch Portland Cement Concrete Driveway or Alley	SY	200			
108	224	Portland Cement Concrete Pavement and Bus Pads (High Early Strength, PV)	CY	740			
109	225	Pavement Restoration— Dowel / Tie Bars	EA	15,000			
110	226	Winter Protection of New Concrete	SF	95,000			

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1

Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
111	230a	Adjustment of Sewer Manhole, Catch Basin, Valve Basin or Inlet	EA	100			
112	230b	Reconstruction of Manhole, Catch Basin, Valve Basin or Inlet	VLF	500			
113	230c	Build New Catch Basin including Frame and Grates	EA	100			
114	230d	Build New Inlet including Frame and Grates	EA	50			
115	230e	Manhole, Basin or Inlet Frames and Lids / Grates	EA	20			
116	231	Expose Buried Valve Basin and Adjust to Grade	EA	20			
117	232a	Adjustment of Buried Shut-Off Box	EA	20			
118	232b	Adjustment of Buried Valve Box	EA	20			
119	240a	Hot-Mix Asphalt Surface Removal, Up to 1-3/4-Inch (Cold Milling)	SY	125,000			
120	240b	Hot-Mix Asphalt Surface Removal, 1-3/4-Inch Up to 3-Inch (Cold Milling)	SY	50,000			

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
121	240c	Hot-Mix Asphalt Surface and Concrete Pavement Removal (Combination) 3-Inch and Under (Cold Milling)	SY	35,000			
122	241a	Hot-Mix Asphalt – Temporary Surfacing (Hand Method)	TON	800			
123	241b	Hot-Mix Asphalt Surface Course, Mix "C", N30	TON	4,000			
124	241c	Hot-Mix Asphalt Surface Course, Mix "D", N50	TON	5,000			
125	241d	Hot-Mix Asphalt Surface Course, Mix "D", N70	TON	7,500			
126	241e	Polymerized Hot-Mix Asphalt Surface Course, Mix "F", N90, PG 70-22	TON	2,000			
127	241f	Hot-Mix Asphalt Binder Course, IL-19, N50	TON	1,100			
128	241g	Hot-Mix Asphalt Binder Course, IL-19, N70	TON	1,600			
129	241h	Polymerized Hot-Mix Asphalt Binder Course, IL-19, N90	TON	400			
130	241i	Cold Patch – Temporary Surfacing	TON	500			

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
131	241j	Hot-Mix Asphalt Leveling Binder (Machine Method), N30	TON	750			
132	241k	Hot-Mix Asphalt Leveling Binder (Machine Method), N50	TON	750			
133	241l	Hot-Mix Asphalt Leveling Binder (Machine Method), N70	TON	1,000			
134	241m	Polymerized Leveling Binder (Machine Method), IL-4.75, N50	TON	400			
135	241n	Hot-Mix Asphalt Surface Course (Hand Method)	TON	200			
136	250	Speed Hump	LF	500			
137	251a	Thermoplastic Pavement Marking – 4-Inch Line	LF	20,000			
138	251b	Thermoplastic Pavement Marking – 6-Inch Line	LF	20,000			
139	251c	Temporary Pavement Marking – 4-Inch Line	LF	10,000			
140	251d	Pavement Markings, Letters, Symbols and Arrows – Bicycle Symbol	SF	2,000			

## Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
141	260a	Landscape Restoration – Sodding	SY	1,200			
142	260b	Landscape Restoration – Hydro-Seeding	SY	2,500			
143	270a	Brick / Paver Removal and Salvaging	SF	1,000			
144	270b	Brick / Paver Resetting	SF	1,000			
145	270c	Additional Brick Pavers	SF	1,000			
Total Base Bid (Sum of Extended Prices - In Figures)							

**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. 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.
- 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 Engineer 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 DataStream by the Contractor. Final payment quantities shall be evaluated from the record drawings. The record drawing lengths, dimensions, quantities, etc. shall be determined by field measurements 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. At the time the Record Drawings are submitted to the Commissioner, you and each Subcontractor must certify, in writing, that the Record Drawings are complete and accurate.
- 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

##### 2. 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 32 33 – Pre-Construction Videotaping.
- c. Section 01 55 26 – Traffic Control and Regulations.

##### 3. 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
	Provide video recording of the work area prior to start of construction (Specification 01 32 33)
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 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 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 and Regulations.

**2. Measurement for Payment:**

TRAFFIC CONTROL will be measured per EACH for Work which includes furnishing, installing, locating, arranging, maintaining, relocating and removing traffic control devices as required.

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 SEWER 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 and Regulations.

**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 before the start of construction (paid per linear foot).
  - c. Performing a televised inspection after completion of work (paid per linear foot).
  - d. 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.
  - e. 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 32 23 19 – Dewatering Excavation.

2. Measurement for Payment:

Work under items 110a and 110b will be measured per CUBIC YARD of additional excavation below the depth of six and one

half (6 1/2) 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 Items 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) 6 1/2 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 31 23 10 – Excavation, Trenching and Backfilling.
- b. 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."

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:

ITEM 112	Rock Excavation
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**G. 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 Pipe and Fittings.
- d. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- e. Section 33 13 00 – Disinfection and Testing of 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.
- c. Trench excavation and disposal of spoils to six and one half (6 1/2) 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.
- 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:

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 120l 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 – 36-Inch
ITEM 120f	Water Main Installed in Open Cut – 60-Inch
ITEM 120g	Water Main (Restrained Joint) Installed in Open Cut – 8-Inch
ITEM 120h	Water Main (Restrained Joint) Installed in Open Cut – 12-Inch
ITEM 120i	Water Main (Restrained Joint) Installed in Open Cut – 16-Inch
ITEM 120j	Water Main (Restrained Joint) Installed in Open Cut – 24-Inch
ITEM 120k	Water Main (Restrained Joint) Installed in Open Cut – 36-Inch
ITEM 120l	Water Main (Restrained Joint) Installed in Open Cut – 60-Inch

H. **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 Pipe 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, Frames and Covers.
- g. Section 33 13 00 – Disinfection and Testing of 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.
- b. Removal and disposal of existing surface features.
- c. Furnishing, placing and removing excavation protection systems.
- d. Dewatering excavations.
- e. Furnishing and installing valve, two (2) 1-Inch test taps, gaskets, polyethylene encasement, thrust restraint and appurtenances.
- f. Furnishing and installing valve basin, frame and lid.



- g. 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. 126 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 121c 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

I. **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 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 Commission

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

**J. 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 Pipe and Fittings.
- f. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- g. Section 33 13 00 – Disinfection and Testing of 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.
- 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.
3. Method of Payment:

All payment for Work under ITEM No. 123, HYDRANT INSTALLATION, will be paid for under Bid Item designated 123 as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 123	Hydrant Installation on Water Main
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K. **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 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, Frames and Covers.
- g. Section 33 13 00 – Disinfection and Testing of 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.

- 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, pre-connection 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. 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 used in the making of the side connection on the run of the existing water main exceeds ten (10) feet, the 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.
- h. Cutting, capping and bracing the existing pipe and removal of existing pipe and fittings.
- i. Providing connections to existing water mains.
- j. Furnishing and installing valve, valve basin, frame and lid.
- k. Furnishing, placing and compacting trench backfill and bedding.

3. Method of Payment:

All payment for Work under ITEM No. 124, SIDE CONNECTION, will be paid under Bid Items designated as 124a through 124e 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
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	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 24-36-Inch Water Main
ITEM 124e	16-Inch Side Connection to 24-48-Inch Water Main

**L. 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 Pipe 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 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:

- a. Furnishing and installing fittings, gaskets, polyethylene encasement, thrust restraint and appurtenances.

**3. Method of Payment:**

All payment for Work under ITEM No. 125, FITTINGS – NOT SHOWN ON DRAWINGS, will be paid for under Bid Item designated 125 as noted in the Schedule of Prices. All Work will be paid per POUND for:

ITEM 125	Fittings – Not Shown on Drawings
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**M. 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 of Water Main and Appurtenances.

2. Measurement for Payment:

INSULATION OF WATER MAIN AND WATER SERVICES 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 Scheduled of Prices. All Work will be paid per LINEAR FOOT for:

ITEM 127a	Insulation of Water Main
ITEM 127b	Insulation of Water Service

**N. 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 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.
- 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.
- 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

O. **Bid Item No. 129: REPLACEMENT OF EXISTING SEWER, EXISTING DRAIN PIPES AND EXISTING HOUSE DRAINS WITH DUCTILE IRON PIPE (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 22 – Repair and Adjustment of Sewer Pipe and Structures.
- d. Section 33 11 13 – Ductile Iron Pipe and Fittings.

2. Measurement for Payment:

REPLACEMENT OF EXISTING SEWER WITH DUCTILE IRON PIPE will be measured as LINEAR FOOT installed, for Work which includes:

- a. Saw cutting to full pavement depth, removal and disposal of existing surface features.
- 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 129c 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.
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ITEM 129b	Replacement of Existing Sewer with Ductile Iron Pipe, 8-Inch Dia.
ITEM 129c	Replacement of Existing Sewer with Ductile Iron Pipe, 12-Inch Dia.

P. **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 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, Frames and Covers.

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.
- 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 122 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

Q. **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 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 13 00 – Disinfection and Testing of 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.
- 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, pre-connection 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, 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 used in the making of the connection on the run of the existing water main exceeds five (5) feet, the connections to the existing pipe will be included in Bid Item No. 140 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 140e 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	12-Inch Tee Connection to 24 to 36-Inch
ITEM 140e	16-Inch Tee Connection to 24 to 36-Inch Water Main

R. **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 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 13 00 – Disinfection and Testing of 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.
- 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. 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, the 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.

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 141f 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	36-Inch Connection to Existing Fitting or Pipe
ITEM 141f	60-Inch Connection to Existing Fitting or Pipe

**S. 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 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 – Disinfection and Testing of Water Mains.
- i. Section 33 12 20 – Water Main Valve Basins, Frames and Covers.

**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.
- 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 Items designated 142 as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 142	8-Inch Pressure Connection to 16-Inch and Smaller C.I. or D.I. Water Main
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T. **Bid Item No. 143: 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 05 23 – Horizontal Directional Drilling.
- d. Section 33 11 13 – Ductile Iron Pipe and Fittings.
- e. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- f. Section 33 12 13 – Water Services 2-Inches and Smaller.
- g. Section 33 12 16 – Water Main Control Valves.
- h. Section 33 13 00 – Disinfection and Testing of Water Mains.

2. Measurement for Payment:



RECONNECT WATER SERVICE TO WATER MAIN 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.

WATER SERVICE 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. Saw cutting to full pavement depth, removal and disposal of existing surface features.
- 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. Furnishing, placing and compacting trench backfill and bedding to pavement surface.
- g. Augering (trenchless) water service piping including auger pits, auger pit restoration, sewer inspections for jacking fluid, augering equipment, site preparation and utility investigation.

3. Method of Payment:

All payment for Work under ITEM No. 143, RECONNECT WATER SERVICE TO WATER MAIN, will be paid for under

Bid Items designated as 143a through 143j as noted in the Schedule of Prices. All Work for Water Service will be paid per EACH for:

ITEM 143a	Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Service (1-Inch)
ITEM 143b	Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Service (1-1/2 to 2-Inch)
ITEM 143c	Water Service: Resilient Wedge Valve and Reconnect Existing Service (3 to 6-Inch)
ITEM 143d	Water Service: Resilient Wedge Valve and Reconnect Existing Service (8 to 12-Inch)

All Work for Water Service Pipe will be paid per LINEAR FOOT for:

ITEM 143e	Water Service Pipe: Type K Copper (1-Inch) – Open Cut
ITEM 143f	Water Service Pipe: Type K Copper (1-1/2 to 2-Inch) – Open Cut
ITEM 143g	Water Service Pipe: Type K Copper (1-Inch) – Trenchless
ITEM 143h	Water Service Pipe: Type K Copper (1-1/2 to 2-Inch) – Trenchless
ITEM 143i	Water Service Pipe: Ductile Iron (4-Inch) – Open Cut
ITEM 143j	Water Service Pipe: Ductile Iron (6-Inch) – Open Cut

**U. 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.
  - 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 Items 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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V. **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.
  - 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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W. **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.
- 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)

**X. 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 Pipe and Fittings.
- d. Section 33 11 15 – Thrust Restraint for Water Main Piping.
- e. Section 33 13 00 – Disinfection and Testing of 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.
- 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.
- g. For Bid Item 153b, cutting and removing the existing water main and plugging and thrust blocking the existing fitting.

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 Existing Water Main)
ITEM 153b	Water Main Abandonment (Remove Existing Fitting)

Y. **Bid Item No. 160: SPECIAL SOIL 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 width and depth of the trench for pay purposes will be measured width and depth of Special Soils Waste or Hazardous Waste removed, 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. SPECIAL SOILS WASTE EXCAVATION AND DISPOSAL will be measured as CUBIC YARD of special soils waste removed, for Work which 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 up to 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) up to a maximum of 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 SOIL EXCAVATION AND DISPOSAL, will be paid under Bid Items designated 160a through 160c as noted in the Schedule of Prices. All Work for SPECIAL SOIL EXCAVATION AND DISPOSAL will be paid per CUBIC YARD for:

ITEM 160a	Special Soil 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

AA. **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 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

**BB. 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 Pipe and Fittings.
- e. Section 33 12 20 – Water Main Valve Basins, Frames and Covers.
- f. Section 33 13 00 – Disinfection and Testing of Water Mains.

2. Measurement of Payment:

CUT-IN INSPECTION MANHOLE ASSEMBLY, typically applied to lined cylinder 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 pavements, trees, sidewalks, curbs and driveways.

- 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, 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 170 as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 170	Cut-In Inspection Manhole Assembly – 36-Inch Pipe
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CC. **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 Pipe and Fittings.
- e. Section 33 12 17 – Tapping Connections and Valves.
- f. Section 33 12 20 – Water Main Valve Basins, Frames and Covers.
- g. Section 33 13 00 – Disinfection and Testing of Water Mains.

2. Measurement for Payment:

PRESSURIZED TAP INSPECTION MANHOLE ASSEMBLY typically applied to embedded cylinder 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 pavements, trees, sidewalks, curbs and driveways.
- 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 Items designated 171a through 171b as noted in the Schedule of Prices. All Work will be paid per EACH for:

ITEM 171a	Tapped Inspection Manhole Assembly – 54-Inch x 24-Inch
ITEM 171b	Tapped Inspection Manhole Assembly – 60-Inch x 24-Inch

DD. **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 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.
- 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

**EE. 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 01 55 26 – Traffic Control.
- b. Section 31 23 19 – Dewatering Excavations.
- c. Section 33 01 12 – Construction Support Services for Dewatering Water Mains
- d. Section 33 11 13 – Ductile Iron Pipe and Fittings.

2. Measurement of Payment:

CONSTRUCTION SUPPORT SERVICES – FOR DEWATERING WATER MAINS, will be measured for Work which includes:

- a. Maintenance of traffic for dewatering and Non Destructive Testing (NDT) by Others.
  - b. Opening / closing of Inspection Manholes, removing blind flange and providing access ladder to pipe.
  - c. 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 and a minimum crew size of 4.
  - d. Dewatering water main prior and during NDT as specified.
3. Method of Payment:  
All payment for Work under ITEM No. 181, CONSTRUCTION SUPPORT SERVICES, 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	Weekday Crew 8 Hour Day
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All Work will be paid per HOUR for:

ITEM 181b	Weekday Crew per Hour of OT or Saturday Crew per Hour of OT ( 4 hour minimum; 1.5 X Base Rate)
ITEM 181c	Sunday Crew per Hour (4 hour minimum; 2 X Base Rate)

All Work will be paid per EACH for:

ITEM 181d	Traffic Control for Dewatering and NDT by Others along Project Limits
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**FF. 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 – Disinfection and Testing of 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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GG. **Bid Item No. 210: TEMPORARY MAINTENANCE STONE AND 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 16 21 – Concrete Curbs, Gutters Walks and Ramps.
2. Measurement for Payment:  
  
TEMPORARY MAINTENANCE STONE / SUB-BASE COURSE will be measured for Work which includes:
  - a. Excavation and preparation of sub-grade.
3. Furnishing and placing temporary maintenance stone / sub-base course.
  - a. To be used only for temporary driveways or as directed by the Commissioner.

- b. Material shall be CA-6, Type B.

4. Method of Payment:

All payment for Work under ITEM No. 210, TEMPORARY MAINTENANCE STONE AND SUB-BASE GRANULAR MATERIAL, will be paid for under Bid Items designated 210a and 210b as noted in the Schedule of Prices. All Work for temporary maintenance stone will be paid per TON for:

ITEM 210a	Temporary Maintenance Stone
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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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HH. **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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II. 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 03 30 00 – Cast-In-Place Concrete.
- c. Section 31 23 10 – Excavation, Trenching and Backfilling.
- d. Section 32 13 13 – Concrete Pavement.

2. Measurement for Payment:

PORTLAND CEMENT CONCRETE BASE 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. Preparing the sub-grade and additional excavation required, per CDOT Standards.
- d. Furnishing, placing and compacting Sub-base Granular Material, Type B as required.
- 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 03 30 00 Cast-In-Place Concrete.

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 Items designated 220a and 220b as noted in the Schedule of Prices. All Work will be paid per CUBIC YARD for:

ITEM 220a	Portland Cement Concrete Base Course (SI Mix)
ITEM 220b	Portland Cement Concrete Base Course (High Early Strength, PV Mix)

JJ. **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 03 30 00 – Cast-In-Place Concrete.
- c. Section 31 23 10 – Excavation, Trenching and Backfilling.
- d. Section 32 16 21 – Concrete Curbs, Gutters, Walks and Ramps.

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.

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 and Ramps.

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	Curb and Gutter Removal
ITEM 221b	Combination Curb and Gutter
ITEM 221c	Concrete Curb, Type B

**KK. 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 03 30 00 – Cast-In-Place Concrete.
- c. Section 31 23 10 – Excavation, Trenching and Backfilling.

- d. Section 32 13 13 – Concrete Pavement.
- e. Section 32 16 21 – Concrete Curbs, Gutters, Walks and Ramps.

2. Measurement for Payment:

PORTLAND CEMENT CONCRETE SIDEWALK will be measured as SQUARE FOOT of sidewalk installed and TACTILE TILE will be measured as SQUARE FOOT of tactile tile installed. The Work 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. Furnishing and constructing PORTLAND CEMENT CONCRETE SIDEWALK including forming, jointing, finishing, curing and sealing.
- f. Removal of forms and backfilling.
- g. Providing and installing tactile tile.
- h. Sub-base for sidewalk ramps, PCC Sidewalk, 5-Inch (Special) and PCC Sidewalk, 8-Inch (Special) shall be provided per CDOT Standards.
- i. Saw cutting and removal to provide a vertical joint to undamaged sidewalk or as directed by the Commissioner.
- j. Sidewalk ramp raised curbing will be measured separately for payment as Bid Item 221c.
- k. Construct ADA ramps per CDOT requirements. The Contractor will be required to have the constructed ramp inspected by the Commissioner and CDOT to confirm that the work is compliant with CDOT Standards.
- l. QC / QA in accordance with Section 32 16 21 – Concrete Curbs, Gutters, Walks and Ramps.

- m. Providing joint filler, sealant materials and accessories as required per CDOT Standards.
- n. Providing detour signs and pedestrian traffic control as required by CDOT.

PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL will be measured as SQUARE FOOT of sidewalk 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 222e 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
ITEM 222b	Portland Cement Concrete Sidewalk / Driveway Removal to Proposed Sub-grade
ITEM 222c	Portland Cement Sidewalk – 5-Inch for ADA Ramps
ITEM 222d	Portland Cement Sidewalk – 8-Inch for ADA Ramps (Example: Signalized Intersections)
ITEM 222e	Tactile Tile

LL. **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 03 30 00 – Cast-In-Place Concrete.
- c. Section 31 23 10 – Excavation, Trenching and Backfilling.
- d. Section 32 13 13 – Concrete Pavement.
- e. Section 32 16 21 – Concrete Curbs, Gutters, Walks and Ramps.

## 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.
- f. Furnishing and constructing 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	8-Inch Portland Cement Concrete Driveway / Alley
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MM. **Bid Item No. 224: PORTLAND CEMENT CONCRETE PAVEMENT  
AND BUS PADS**

1. Specification References:

Work of the following Specification Sections are referenced under this Bid Item.

- a. Section 03 20 00 – Concrete Reinforcing.
- b. Section 03 30 00 – Cast-In-Place Concrete.
- c. Section 31 23 10 – Excavation, Trenching and Backfilling.
- d. Section 32 12 16 – Asphalt Pavement.
- e. Section 32 13 13 – Concrete Pavement.

2. Measurement for Payment:

PORTLAND CEMENT CONCRETE PAVEMENT 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.
- e. Furnishing and constructing PORTLAND CEMENT CONCRETE PAVEMENT 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, will be paid for under Bid Items designated 224 as noted in the Schedule of Prices. All Work will be paid per CUBIC YARD for:

ITEM 224	Portland Cement Concrete Pavement and Bus Pads (High Early Strength, PV)
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NN. **Bid Item No. 225: PAVEMENT RESTORATION – DOWEL / 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 03 30 00 – Cast-In-Place Concrete.
- c. Section 32 13 13 – Concrete Pavement.

2. Measurement for Payment:

PAVMENT RESTORATION – DOWEL / TIE BARS will be measured as EACH dowel / tie bar installed, for Work which includes:

- a. Drilling, removing debris from hole and grouting holes for dowel / tie bars into the existing concrete pavement or curb.
- b. Furnishing and installing dowel / 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	Pavement Restoration – Dowel / Tie Bars
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OO. **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 Curbs, Gutters, Walks and Ramps.

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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PP. **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 31 23 10 – Excavation, Trenching and Backfilling.
- b. Section 31 23 19 – Dewatering Excavations.
- c. Section 33 05 22 – Repair and Adjustment of Sewer Mains and Structures.
- d. Section 33 11 13 – Ductile Iron Pipe and Fittings.
- e. Section 33 12 20 – Water Main Valve Basins and Meter Vaults.
- f. Section 33 39 13 – Valve Basins, Manholes and Catch Basins.

## 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 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.
- 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 removal of two (2) feet or less of masonry will be classified as ADJUSTMENT.
- h. Reconstructing existing manholes, catch basins, valve basins and inlets. Work requiring greater than two (2) feet of masonry removal will be classified as RECONSTRUCTION.
- i. Installing or constructing concrete collar around frame.
- j. Furnishing and installing manholes, catch basins, valve basins, inlets, manhole steps, frames and lids.
- k. Adjustment and / or Replacement of up to four (4) feet of existing sewer and drain pipe with ductile iron pipe, transition couplings, fittings, gaskets, polyethylene wrap and accessories. Pipe replacement greater than four (4) feet in length will be paid under Bid Item No. 120.

- l. Cleaning and disposing of debris from existing catch basins.
- m. Furnishing and installing drain connections from new inlets / catch basins to the existing sewer main when directed by the Commissioner.
- n. 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 will be paid per EACH for:

ITEM 230a	Adjustment of Sewer Manhole, Catch Basin, Valve Basin or Inlet
ITEM 230b	Reconstruction of Manhole, Catch Basin, Valve Basin or Inlet
ITEM 230c	Build New Catch Basin including Frame and Lid
ITEM 230d	Build New Inlet including Frame

QQ. **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 and 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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RR. **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.
- 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

SS. **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 1-3/4-Inch (Cold Milling)
ITEM 240b	Hot-Mix Asphalt Surface Removal, 1-3/4-Inch Up to 3-Inch (Cold Milling)
ITEM 240c	Hot-Mix Asphalt Surface and Concrete Pavement Removal (Combination) 3-Inch and Under (Cold Milling)

**TT. 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. Installation, maintenance and removal of temporary surfacing where directed by the Commissioner.
- f. QC / QA in accordance with Section 32 12 16 – Asphalt Pavement.

**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 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 241n as noted in the Schedule of Prices. All Work will be paid per TON for:

ITEM 241a	Hot-Mix Asphalt – Temporary Surfacing (Hand Method)
ITEM 241b	Hot-Mix Asphalt Surface Course, Mix “C”, N30
ITEM 241c	Hot-Mix Asphalt Surface Course, Mix “D”, N50
ITEM 241d	Hot-Mix Asphalt Surface Course, Mix “D”, N70
ITEM 241e	Polymerized Hot-Mix Asphalt Surface Course, Mix “F”, N90, PG 70-22
ITEM 241f	Hot-Mix Asphalt Binder Course, IL-19, N50
ITEM 241g	Hot-Mix Asphalt Binder Course, IL-19, N70
ITEM 241h	Polymerized Hot-Mix Asphalt Binder Course, IL-19, N90
ITEM 241i	Cold Patch – Temporary Surfacing
ITEM 241j	Hot-Mix Asphalt Leveling Binder (Machine Method), N30
ITEM 241k	Hot-Mix Asphalt Leveling Binder (Machine Method), N50
ITEM 241l	Hot-Mix Asphalt Leveling Binder (Machine Method), N70
ITEM 241m	Polymerized Leveling Binder (Machine Method), IL-4.75, N50
ITEM 241n	Hot-Mix Asphalt Surface Course (Hand Method)

UU. **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 and Regulations.
- b. Section 32 12 16 – Asphalt Pavement.
- c. Section 32 17 23 – Pavement Marking.
- 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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**VV. 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 Marking.

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 and temporary pavement markings.
- d. Constructing pavement marking lines larger than 6 inches by using a combination of the least number of line widths. (Example: A 24-Inch stop bar would be made up of 4 - 6-Inch lines not 6 - 4-Inch lines)

3. Method of Payment:

All payment for Work under ITEM No. 251, PAVEMENT MARKING, will be paid for under Bid Items designated 251a through 251d 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	Temporary Pavement Marking – 4-Inch Line

All Work for pavement marking symbols will be paid per SQUARE FOOT for:

ITEM 251d	Pavement Markings, Letters, Symbols and Arrows – Bicycle Symbol
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**WW. 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 or sod placed, for all Work which includes:

- a. Excavation and hauling away surplus earth fill to a minimum depth of four (4) inches.
- b. Preparing the planting surface.
- c. Providing, placing and spreading a minimum of four (4) inches of topsoil.
- d. Providing and placing seed or sod as directed by the Commissioner, with fertilizer and soil amendments.
- e. Watering and maintaining the landscaped areas.
- f. Provide salt tolerant sod / seed as directed by the Commissioner.

## 3. Method of Payment:

All payment for Work under ITEM No. 260, LANDSCAPE RESTORATION, will be paid for under Bid Items designated 260a and 260b as noted in the Schedule of Prices. All Work will be paid per SQAURE YARD for:

ITEM 260a	Landscape Restoration – Sodding
ITEM 260b	Landscape Restoration – Hydro-Seeding

**XX. 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 and Regulations.
- 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 Curbs, Gutters, Walks and Ramps.

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 and Ramps.

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
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ITEM 270b	Brick / Paver Resetting
ITEM 270c	Additional Brick Pavers

**PART 2 – PRODUCTS**

(Not Applicable)

**PART 3 – EXECUTION**

(Not Applicable)

END OF SECTION 01 20 00

## SECTION 33 01 10

# CLEANING AND LINING WATER MAINS

### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. This section includes requirement for cleaning and cement-mortar lining existing unlined cast iron water mains.
- B. WORK OF THIS SECTION SPECIFIED ELSEWHERE:
  - 1. Section 01 55 26 - Maintenance of Traffic.
  - 2. Section 01 32 38 - Televised Inspection of Water Mains.
  - 3. Section 31 23 10 - Excavation, Trenching and Backfilling.
  - 4. Section 32 12 16 - Water Main Control Valves.
  - 5. Section 33 13 00 - Disinfection and Testing of Water Mains.
  - 6. Section 33 01 11 - Elastomeric Internal Joint Seal.

#### 1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM), latest edition:
  - 1. AWWA MANUAL M28 - Cleaning and Lining Water Mains.
  - 2. ANSI/AWWA C602 - Cement-Mortar Lining of Water Pipelines in Place - 4-Inch Diameter (100 mm) and Larger.
  - 3. ASTM C40 - Standard Test Method for Organic Impurities in Fine Aggregate for Concrete.
  - 4. ANSI/ASTM C143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
  - 5. ASTM C150 - Standard Specification for Portland Cement Concrete.
  - 6. ASTM C494 - Standard Specification for Chemical Admixtures.
  - 7. ASTM E11 - Standard Specification for Wire Cloth and Sieves for Testing Purposes.

#### 1.3 SUBMITTALS

The following information must be submitted for review in accordance with Book 1 - Shop Drawings, Product Data, Records and Samples.

- A. Product Data:

1. Submit product data at least twenty-eight (28) working days before starting the lining procedure. The submittal is to provide information on the product manufacture, product specifications, application method(s), proposed mixture proportions, and strength test results for the chosen mixture.
2. Submit diagram(s) and method for handling discharge water associated with cleaning, flushing, and disinfecting the water main. The time for discharging water must be coordinated and approved by the Commissioner in advance of performing the work.
3. Submit resume for the foreman that will oversee and be in charge of supervising the lining procedure to the Commissioner for approval prior to the start of work. The resume is to include locations of similar type projects, description of work performed at each location, name of supervisor(s), company's name, and dates the project experience was obtained.

#### B. SAMPLING CEMENT-MORTAR LINING MATERIAL

1. The Contractor, at his expense, is responsible for making, curing, storing, packing and shipping samples of the cement mortar lining to the Commissioner for testing. The testing for the samples will be arranged and paid for by the Department of Water Management. Test results from the samples must meet the requirements of AWWA C602, which will be used as a standard for judging the acceptability of the finished cement-mortar lining.
2. If samples of the cement mortar lining fail to meet AWWA C602 requirements and/or the Commissioner's approval, additional samples must be prepared by the Contractor for testing by the Department of Water Management, until they meet AWWA requirements and/or the Commissioner's approval. Any additional costs associated with preparing and testing cement mortar lining samples beyond the initial testing, must be born by the Contractor and will not be considered as grounds for additional compensation to the Contractor.

### 1.4 QUALITY ASSURANCE

- A. All work is to be performed under the supervision of a qualified foreman with substantial experience in this type of work.

**B. Televised Inspection:**

1. In the presence of the Commissioner's representative, the Contractor must televise and record the interior condition of all pipelines to be cement mortar lined. The work must be performed in accordance with Section 01 32 38 – Televised Inspection of Water Mains, of these specifications and performed at the following times.
  - a. After cleaning the pipeline. Inspect pipe to determine that it is free of loose material or other defects which may compromise the integrity of the cement mortar lining. If any defects in the pipe are found they must be brought to the immediate attention of the Commissioner.
  - b. Following the application of the cement-mortar lining. Inspect pipe to determine that the cement mortar lining has been applied correctly.
2. The Contractor must provide two labeled copies (in DVD format) of all televised inspections to the Commissioner within five working days of taping.

**C. Cement-Mortar Lining:**

1. The Commissioner's inspection and acceptance of cleaning is required before cement-mortar lining the pipeline sections.
2. All lining thicknesses and tolerances must be in accordance with the latest revision of AWWA C602 Section 4.4.5.1 Table 1 and Section 4.4.5.2.
3. The Commissioner's approval is required for acceptance, after cement-mortar lining work is completed for the pipeline sections.

**D. Hazen-Williams "C" factor Testing**

1. The Department of Water Management will be performing Hazen-Williams "C" Factor testing as work related to this Contract.

**1.5 DELIVERY, STORAGE AND HANDLING OF MATERIALS AND EQUIPMENT:**

- A.** All materials and equipment to be incorporated in the work must be placed so as not to injure any part of the work or existing facilities and so that free access can be maintained at all times to all parts of the work and public utility installations in the vicinity of the work. Excavated material is not to be stockpiled on the work site overnight. Materials and equipment must be kept neatly piled and compactly stored in such locations to avoid

inconvenience to public travel and adjoining owners, tenants and occupants.

## 1.6 PROJECT / SITE CONDITIONS:

### A. Environmental Requirements:

1. Do not perform work during unsuitable weather conditions.
2. The Contractor must clarify discharge water from the cleaning process by separating the solid deposits removed from the water main. The clarified water is to be disposed of into existing sewer catch basins and manholes adjacent to the access pit at the discharge location. The roadway and adjacent areas must be kept free of standing water at all times.
3. Solid deposits removed from the interior of the water main are to be collected and disposed of in a legal manner by the Contractor.

### B. Existing Conditions:

1. Drawings show the approximate location of the pipeline and appurtenances as well as known existing structures and utilities at the proposed access pits. Additional structures may exist along the utility route. It is the responsibility of the Contractor to locate all utility items necessary for the successful completion of the cleaning and lining work. The Contractor may locate the access pits at their discretion in accordance with Section 3.2 – B. These access pits locations must be submitted to the Commissioner in accordance with Section 1.3.
2. Existing pavement and base pavements may be cut no larger than necessary to provide working space for access pits and installation of appurtenances. Pavement removal is to be in accordance with Section 31 50 00 – Excavation, Trenching and Backfilling of these specifications.
3. All field measurements are the responsibility of the Contractor.
4. Traffic control is to be in accordance with Section 01 55 26 Traffic Control and Regulations of these specifications, the maximum to be closed is one lane.

## 1.7 SEQUENCING AND SCHEDULING



All sequencing and scheduling of the work is the responsibility of the Contractor. The Contractor is required to submit a detailed schedule and work sequence plan to the Commissioner for review in accordance with Book 1 - Shop Drawings, Product Data, Records and Samples prior to beginning any work. The review of this schedule and sequencing plan are for record purposes only and does not constitute acceptance of any means or methods of Construction by the Contractor.

## 1.8 WARRANTY

The Contractor must warrant the work in its entirety for a period of five (5) years. The warranty period must begin at final completion of the project.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

#### A. Cement for Mortar:

1. Single brand of American - made, Type I or II in accordance with AWWA C602 and conforming to the requirements of ASTM C150.
2. Pozzolanic materials in accordance with AWWA C602.
3. Admixtures used to improve workability, density and strength in the mortar, admixtures conforming to ASTM C494 may be used only with the specific approval of the Commissioner provided that the ratio of admixture to Portland cement does not exceed that used in the qualification tests of ASTM C494. No admixture may be used that would have a deleterious effect on potable water flowing in the pipeline. Certificates for each admixture showing NSF approval for safe drinking water compliance must be submitted to the Commissioner in accordance with Book 1 - Shop Drawings, Product Data, Records and Samples.

#### B. Water for Mortar:

Only potable water from the City of Chicago water system may be used in the cement-mortar mixture.

#### C. Sand for Mortar:

Sand must consist of clean, inert granular material. The grains must be strong, durable, and uncoated. The sand must be well graded and must pass a No. 16 mesh screen sieve with not more than 5% passing a US Standard Sieve No. 100. (For screen and sieve sizes refer to ASTM E11.) The total combined weight of deleterious substances in the sand (dust, clay, loam, lumps, shale, soft or flaky particles, mica, oil, or alkali) may not exceed 3% of the total combined weight of the deleterious substances and the sand containing them.

D. Cement-Mortar Mix Strength:

1. Cement-mortar for lining must have the following minimum twenty-eight (28)-day compressive strength, based on a minimum of three (3) test specimens:
  - a. Individual minimum of 4,000 psi;
  - b. Average minimum of 5,000 psi.
2. No test specimen may have a compressive strength less than 80% of the average compressive strength of the test specimens resulting from the mix design submitted in accordance with Book 1 - Shop Drawings, Product Data, Records and Samples. Any test specimen found to deviate by more than the 20% as described above is cause for rejection of the entire section of lining corresponding to the specimen as cast.

## 2.2 EQUIPMENT

A. Cleaning

Water mains must be cleaned using a combination of flushing and one or more of the following:

1. Cable-attached devices, including drag cleaning, hydraulic-jet cleaning and electric scraper cleaning.
2. Fluid-propelled devices, including pigs and mechanical scrapers.

Air - water mixture cleaning, abrasive particle cleaning and chemical cleaning are not allowed. Any water used for either the cleaning or lining process will be supplied to the Contractor from the City of Chicago at no expense to the Contractor.

B. Bypass Piping

The Contractor will be required to supply continuous service and fire protection to both commercial and residential customers at all times during both the cleaning and lining process when called for on the drawings, specified, or when directed by the Commissioner. All cleaning methods, even those requiring short shutdowns will be required to have a bypass piping system in place that meets the requirements of the more stringent of AWWA C602 Section 4.6 or AWWA Manual M28. There will be no additional compensation to the Contractor for protecting any bypass piping system from weather, accident or vandalism.

## 2.3 MIXES

### A. Composition:

Mortar for the lining must be composed of cement, sand, and water that have been well - mixed and are of such consistency as to produce a dense, homogeneous lining. The cement-mortar may also include admixtures.

### B. Proportions:

The approximate proportions of cement and sand in the mortar for the lining must be (one) 1 part of Portland cement to (one) 1 part of sand by volume. The exact proportions must be determined by the characteristics of the sand used. Admixtures if added must be used in strict compliance with the manufacturer's printed recommendations.

### C. Water Content:

The water content must be the minimum quantity required to produce a workable mixture, allowing for moisture collecting on the interior of the pipe surfaces. Slump tests in accordance with ANSI/ASTM C143 must be performed. The nominal slumps of cement-mortar mixes for application of linings must be in accordance with AWWA C602 Section 4.4.3.

### D. Mixing:

Mortar must be mixed long enough to obtain maximum plasticity. The mortar is to be used before initial set.

### E. Thickness of lining:

The lining must be uniform in thickness within the allowable tolerance, except at joints or deformations in the pipeline. Cement-mortar lining thickness must be in accordance with the latest revision of AWWA C602 Section 4.4.5.1,

Table 1. The thickness of the lining over rivets and lockbar must be in accordance with the latest revision of AWWA C602 Section 4.4.5.2.

F. Access Openings:

All access openings necessary for the cleaning or lining work must be prepared and closed by the Contractor. Access Pits must be excavated, shored and maintained by the Contractor in accordance with Specification Section 31 23 10 – Excavation, Trenching and Backfilling. Protection of the access openings and pits will be the responsibility of the Contractor. Each access opening will be closed by the Contractor in a watertight manner acceptable to the Commissioner and in accordance with Specification Section 33 13 00 – Disinfection and Testing of Water Mains. The Chlorination and Sampling of the line will be performed by the Contractor.

## 2.8 SOURCE QUALITY CONTROL

All materials provided and work performed will be subject to inspection. The Contractor must provide, without additional cost to the DWM, samples and reasonable assistance for the inspection of materials and workmanship. The minimum amount of inspection or verification required will be as outlined in AWWA C602.

## PART 3 – EXECUTION

### 3.1 EXAMINATION AND INSPECTION

The entire procedure for cleaning the pipeline and the application of the cement-mortar lining will be subject to continuous inspection by the Commissioner, but the inspection does not relieve the Contractor of the responsibility to provide material and perform work in accordance with this specification. The examination of the rehabilitated pipeline must be in strict accordance with Section 5.2 of AWWA C602, except that the guarantee period as outlined in Section 5.2.7.1 must be five (5) years from the date of final completion. Any repair of defective lining will be at the discretion of the Commissioner and the cost to make such repairs is to be borne by the Contractor.

### 3.2 PREPARATION

- A. Preparation for cleaning of the pipeline must be in accordance with AWWA Manual M28. The preparation required prior to the lining of the pipe surface must be in accordance with AWWA C602.

- B. Spacing of the access openings for cement-mortar lining machine must be as shown on the plans or as directed by the Commissioner, but in no case may be less than 600 feet or more than 1,500 feet apart except by written consent of the Commissioner.
- C. Additional access openings may be located at intermediate gates, bends, fittings and obstructions indicated on the drawings and at other locations necessary for satisfactory cleaning and lining.
- D. Additional access openings due to bends, fittings or other obstructions not indicated on the drawings to be made as approved by the Commissioner, with no additional compensation due the Contractor.
- E. Cut pipe as straight and true as possible. Take care to prevent damage to pipe. The contractor will make no additional claim due to the cutting of the pipe.
- F. Prevent dirt, debris, groundwater or foreign matter from entering pipeline, except for materials needed for cleaning and lining. Provide a temporary bulkhead for all pipe openings at the end of each day.
- G. Valves will be removed to permit access and must be replaced by the Contractor except as noted on the drawings or as directed by the Commissioner in writing.
- H. Pipe sections that are damaged by cutting operations must be replaced by the Contractor.
- I. Closure of pipeline access openings are to be capable of withstanding test pressure as specified in Section 33 13 00 – Disinfection and Testing of Water Mains.

### 3.3 INSTALLATION

#### A. Cleaning the Pipeline:

1. Clean the pipeline in accordance with AWWA C602 Section 2.4. Remove all rust, tubercles, deposits, old coatings, oil, grease, dirt, debris and other foreign materials to produce a surface suitable for application of cement-mortar lining. Additional payment will not be made for additional passes required to meet the requirements of the specifications.
2. Provide clean interior metal surface in the water main ready to receive the cement-mortar lining. Leave nothing on pipe surfaces, which in any way or at any time, may be harmful to the cement-mortar lining or prevent the lining from bonding properly to the pipe wall.

3. The cleaned interior of the pipe must be free of sharp projections that would affect the thickness of the lining and all matter detrimental to the lining.
4. Cleaning debris must not interfere with the operation of any water main appurtenance.
5. Remove debris from inside of pipe and dispose of in a legal manner.
6. At point where debris is flushed provide containment and settling area acceptable to the Commissioner. None of the sediment or flushing water is to enter into drains, sewers, and waterways or onto private property.
7. Within three (3) days of the completion of cleaning operations for each section of pipeline, televise the interior of pipe for visual inspection in accordance with Specification Section 01 32 38 – Televised Inspection of Water Mains.
8. The Contractor is to advise the Commissioner of any evidence encountered during cleaning indicating repair or replacement may be required before pipeline section is lined.

B. Repair and Replacement:

1. The Contractor is to perform the repair and replacement of any sections of pipe or appurtenances as authorized and approved by the Commissioner in writing.
2. Pipe, fittings or valves damaged by the Contractor's work methods or negligence must be repaired by the Contractor in a manner acceptable to and at no additional cost to the Commissioner.

C. Cement-Mortar Lining:

1. Proceed as soon as possible after pipeline is cleaned and the Commissioner has approved, in writing, the pipeline to be lined. Internal Joint Seals (if required) must be installed before the cement-mortar lining in accordance with Section 33 01 11 – Elastomeric Internal Joint Seals.
2. For linings ½-Inch thick and thicker, lining must be installed in two (2) passes. The first pass must be untroweled and allowed to cure prior to the application of the second pass lining. The final lining must be troweled in accordance with AWWA C602.

3. Ensure application of cement-mortar lining at sharp bends, special fittings and areas adjacent to valves and defective areas.
4. The Contractor is to assure that the cement-mortar lining will not interfere with the operation of air valves, laterals, service connections, valves and other appurtenances. Before lining is placed, openings in the pipeline leading to air valves, blow offs valves, manholes and appurtenances, as well as to laterals and connections from pipeline, must be temporarily covered or plugged with devices that can be removed without damaging the cement-mortar lining.
5. The Commissioner is responsible for operating valves to isolate sections of pipe for the performance of the work. Tight shutdown of the City of Chicago valves are not guaranteed.
6. Upon completion of lining operation for each section of pipeline, televise and tape record the interior of the pipe for visual inspection of the lined pipeline section as per Section 01 32 38 – Televised Inspection of Water Mains.
7. The cleaned and lined pipe is not to be pressurized or put back into service until the cement-mortar lining has been satisfactorily cured and not before seventy-two (72) hours have passed after completion of lining operations in each pipeline section. Contractor is fully responsible for the proper curing of cement-mortar lining after it is placed.
8. Coordinate all work with the Department's Hazen-Williams "C" Factor testing.

D. Installation of New Valves:

1. In accordance with Section 33 12 16 – Water Main Control Valves.

### 3.4 APPLICATION

A. Application:

1. Apply, finish and cure cement-mortar lining in accordance with AWWA C602.

## 2. Repair Defective Lining:

Correct defects in a manner acceptable to the Commissioner and in accordance with AWWA C602. Any sections of newly cement-mortar lined water main having a "C" Factor value below 125 will be cause for rejection of the entire section.

All repairs or replacement of defective lining are to be at no additional cost to the Commissioner.

## 3.5 FIELD QUALITY CONTROL

- A. All tests required to ensure proper disinfection and flushing of the newly lined main will be performed by the Superintendent of the Water Quality Section of the City of Chicago Department of Water Management or by his designated representative. The Superintendent, prior to final acceptance of the work, must approve all test results.

## 3.6 FLUSHING AND DISINFECTION

- A. Flush and disinfect the newly lined main in accordance with Section 33 13 00 – Disinfection and Testing of Water Mains.

## 3.7 SCHEDULES

- A A schedule clearly depicting the date and duration of both the cleaning and lining work are to be submitted to the Commissioner for review in accordance with Book 1 – Schedule. No work is to begin until the schedules have been submitted and reviewed by the Commissioner.

END OF SECTION 33 01 10





## BOOK 2 – INSTRUCTIONS AND EXECUTION DOCUMENTS

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## DOCUMENT SUBMITTAL CHECKLIST

This checklist is intended to assist you. Missing forms may invalidate your bid. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. ☐ Schedule of Prices
2. ☐ Certification Regarding Debarment, Suspension, and Other Responsibility Matters
3. ☐ USEPA Certification of Non-Segregated Facilities
4. ☐ Notice to Labor Unions Or Other Organizations of Workers Non-Discrimination In Employment
5. ☐ Bidder Certification In Compliance With Article 33E to the "Criminal Code of 1961"
6. ☐ Submit the Appropriate Proposal  
☐ Proposal To Be Completed By a Corporation (if applicable); or  
☐ Proposal To Be Completed By a Partnership; or  
☐ Proposal To Be Completed By a Joint Venture; or  
☐ Proposal To Be Completed by a Sole Proprietor
7. ☐ Affidavit of Uncompleted Work
8. ☐ Department of Procurement Services Bid Bond
9. ☐ Contractor's Affidavit Regarding Removal of all Waste Materials and Identification of All Legal Dump Sites
10. ☐ Schedule B – MBE/WBE Affidavit of Joint Venture
11. ☐ Schedule C – MBE/WBE Letter of Intent To Perform As a Subcontractor or Supplier
12. ☐ Schedule D – Compliance Plan Regarding MBE and WBE Utilization
13. ☐ Schedule F – Report of Subcontractor Solicitations
14. ☐ Schedule H – Documentation of Good Faith Efforts (if applicable)
15. ☐ City of Chicago Economic Disclosure Statement and Affidavit

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## **SECTION ONE**

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## PROJECT INFORMATION

The following Specifications supplement the "Requirements for Bidding and Instructions for Bidders" found in Section Two of this document.

Sealed proposals will be received by the Chief Procurement Officer of the City of Chicago for:

### **Contract XV**

#### **North District Water Main Construction**

#### **Department of Water Management Project Number 10-601**

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 from the northern City limits south to and including Division Street and from the eastern City limits to the western City limits. This includes but is not limited to performing all work for the installation of water main piping, 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 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; 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.

This description of work is intended to be general in nature and is neither a complete description nor a limitation on the work to be performed. Contractor must perform all Work described in 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.

**Fund Source:** 2010 Water Commercial Paper Program

**Contract Goal:** MBE Contract Specific Goal 24%  
WBE Contract Specific Goal 4%

**Bid Deposit:** 5% of the Total Base Bid.



### **Award of Contract**

A contract, if awarded, will be awarded to the lowest responsive, responsible bidder in the amount of the Total Base Bid.

Subject to the right of the Chief Procurement Officer to reject any or all bids, the lowest responsive responsible bidder will be awarded a Contract for this Term Agreement. Work that will be the subject of the first and subsequent Sub-Orders will be issued pursuant to the terms of this specification.

The City reserves the right to check all calculations and to correct all extensions in case of error.

### **Sub-Orders**

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 his sole discretion, to 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.
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:
  1. Issue Sub-Order number and title. Sub-Orders will be issued one per BES Project Number.
  2. Identify work locations.
  3. Define the Scope of Work.
  4. Issue Engineer's estimate of quantities for work, when available.
  5. Discuss tentative work schedule and completion dates.
  6. Identify due date for Cost Estimate for work of the sub-order from the Contractor.
  7. Discuss permit requirements.
  8. 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 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 must be signed by the Commissioner. A signed copy will be provided to the Contractor. The Contractor shall sign the Sub-Order and return to the Commissioner. No work can be performed unless the Sub-Order is signed by the Commissioner and the Contractor.

**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.

**Term of Contract**

This Contract will be in effect for a period of twenty four (24) 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 24<sup>th</sup> full calendar month after the established start date. 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-Orders 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.

### **Extension Option**

The City of Chicago will have the option to extend the term of this Contract for two (2) additional twelve (12) month periods, 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 two (2) twelve (12) month periods will be performed in accordance with the same terms and conditions of the initial Contract, including the yearly price escalation.

### **Price Escalation**

The unit bid prices in the original proposal are to be valid until December 31, 2010 and will not be subject for an increase. 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 (January 1<sup>st</sup> to December 31<sup>st</sup>) thereafter in accordance with the following formula the New Unit Price is increased or decreased based on the Current Unit Price:

$$\text{New Unit Price} = \text{Current Unit Price} \times [1 + (\text{CCCI} - \text{BCCI}) / \text{BCCI}]$$

"Base Construction Cost Index (BCCI)" is defined as the annual average Construction Cost Index for the full twelve months prior to the month in which the New Unit Price is effective. The "Comparison Construction Cost Index (CCCI)" is defined as the Construction Cost Index for the calendar month prior to the month in which price escalation begins. Construction Cost Index numbers are defined by the 20 City Average Construction Cost Index (base index year 1913) as published by Engineering News Record (ENR), a division of the McGraw-Hill Companies."

<b>Contract Year</b>	<b>Escalation Adjustment Month/Year</b>	<b>Current Unit Price</b>	<b>Base Construction Cost Index (BCCI)</b>	<b>Comparison Construction Cost Index (CCCI)</b>
Year 2	January 2011	2009 / 10	January 2010 to December 2010	December 2010
Option Yr 1	January 2012	2011	January 2011 to December 2011	December 2011
Option Yr 2	January 2013	2012	January 2012 to December 2012	December 2012

If during the term of the contract, the manner in which the Construction Cost Index is determined by ENR is substantially revised, including a change in the base index year, the City will make an adjustment in the revised index that would produce results equivalent, as nearly possible, to those that would have been obtained if the Construction Cost Index had not been so revised. If the Construction Cost Index becomes unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to enable the City to make the adjustment, then the City will substitute for it a comparable index based upon changes in the cost of construction published by a governmental agency or if no such index is available, then a comparable index published by a university or a recognized trade publication.

If the City chooses to exercise the Extension Option as defined above, unit prices in the Schedule of Prices will be increased or decreased for the subsequent two (2) twelve (12) month periods authorized, in accordance with the procedure and formula stated above for the initial twenty-four (24) month term of the Contract.

#### **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, the Act Regulating Wages in Illinois (820 ILCS 130), and the Illinois Preference Act (30 ILCS 570). 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 business.

This project will be subject to the Buy American provisions of the American Recovery and Reinvestment Act (ARRA) of 2009. Contract provisions of the IEPA loan and ARRA requirements are included in Books 1, 2, and 3 and /or addendum. Bidder must submit the included IEPA documents as specified in the IEPA loan and ARRA requirements.

#### **Document Deposit**

Bidding and Contract Documents, including drawings and specifications, are provided in electronic form on CD ROM. No document deposit is required. \$50.00 each subsequent set per bidder. Bidders must obtain the documents from the CD ROM provided. Bidder must print Book 2 and complete all required documents for submitting with the bid.

#### **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 contact Mr. Richard Patrick at (312) 744-5067 to arrange attendance to this meeting by providing names, employers, and telephone numbers.

The City may answer questions or clarify the terms of the bid documents at the conference. Anything stated at the Pre Bid Conference is not intended to change the solicitation document, any changes will be in writing in the form of an addendum issued by the Department of Procurement Services. All written questions or requests for clarification must be sent by mail or fax to (312) 744-9687, and directed to the attention of the Contract Administrator, Department of Procurement Services, Room 403 of City Hall, 121 N. LaSalle Street, Chicago, IL 60602. The City will not accept any questions for the ten (10) day period preceding the bid opening.

## **CONTRACT INSURANCE REQUIREMENTS-REVISED**

### **Department of Water Management North District Water Main Construction Project No.: 10-601**

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, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

#### **A. INSURANCE TO BE PROVIDED**

##### **1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

##### **2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include 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, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

##### **3) Owner's and Contractor's Protective Liability**

With respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

##### **4) Automobile Liability (Primary and Umbrella)**

## **Contract Insurance Requirements**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

### **5) Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

### **6) Builders Risk**

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping, faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to City property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

### **7) Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

## **Contract Insurance Requirements**

### **8) Valuable Papers**

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

### **B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. 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 compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

## **Contract Insurance Requirements**

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.

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.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.



## INSURANCE CERTIFICATE OF COVERAGE

Named Insured: \_\_\_\_\_ Specification #: \_\_\_\_\_  
 Address: \_\_\_\_\_ RFP: \_\_\_\_\_  
 (City) (State) (Zip) 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
Specimen				
General Liability				CSL Per
<input type="checkbox"/> Claims made				
<input type="checkbox"/> Premise-Op				
<input type="checkbox"/> Explosion/C				
<input type="checkbox"/> Products/C				
<input type="checkbox"/> Blanket Co				
<input type="checkbox"/> Broad Form Property Damage				Products/Completed
<input type="checkbox"/> Independent Contractors				Operations
<input type="checkbox"/> Personal Injury				Aggregate \$ _____
<input type="checkbox"/> Pollution				
Automobile Liability				CSL Per
<input type="checkbox"/> Excess Liability				Occurrence \$ _____
<input type="checkbox"/> Umbrella Liability				Each
Worker's Compensation and Employer's Liability				Occurrence \$ _____
				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., #403 Chicago, IL 60602	Signature of Authorized Rep.: _____ Agency/Company: _____ Address: _____ Telephone: _____
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**For City use only**  
 Name of City Department requesting certificate: (Using Dept.) \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Attention: \_\_\_\_\_

**PROPOSAL PAGES**

## PROPOSAL

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## PROPOSAL

The undersigned Bidder, having become familiar with the Contract Documents and the local and site conditions affecting the Work, proposes to perform all the Work required by this Contract, "Contract XV North District Water Main Construction" 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 pippins, 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 pre-stressed concrete cylinder feeder main pipes; installation of inspection manholes, construction support for In-Line Leak Detection testing and construction support for dewatering water mains inspection; 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.

Further, the undersigned agrees, on receipt of written notice of acceptance of this Proposal to furnish a satisfactory Contract Bond within seven (7) calendar days.

Further, the undersigned declares that he has carefully examined the Contract Documents, Plans, Addenda (if any), and exhibits (if any), and that he has inspected, in detail, the Sites of the proposed Work and that he has familiarized himself with all of the conditions affecting the Contract, and that he has satisfied himself as to the Work to be done and the conditions under which it must be carried out, and understands that in making this Proposal he waives all rights to plead misunderstanding regarding the same.

Further, the undersigned understands that he must show, in the Schedule of Prices, the unit price for which he proposes to perform each Work item and that all extensions and the summation for the total base bid amount must be made by him, and that if not so made, his proposal may be rejected as irregular.

Further, the undersigned agrees that the prices stated in the Schedule of Prices will apply, in conformance with the Specifications, regardless of whether the actual quantities are greater or smaller than the listed quantities, the stated total notwithstanding, and that the assumed quantities stated in the Schedule of Prices are approximate only, and listed to enable the Chief Procurement Officer to compare bids and determine the final payment to the Contractor, under the Contract.

Further, the undersigned guarantees, promises and agrees that the equipment furnished by him will operate to the satisfaction of the City, and guarantees the Work against any and all defects due to faults in labor or materials, or both, which may arise or be discovered within one (1) year after final acceptance of the total Work.

## PROPOSAL

Further, the undersigned declares that the price stated for each Bid Item includes a proportionate amount of the Total Cost for the entire Work in full compliance with the Contract Documents.

Further, the undersigned declares that he has filled out and signed the "Economic Disclosure Statement and Affidavit" form and all other forms requiring the bidder's signature.

Further, the undersigned understands that he must 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 Section 6 entitled "Competency of Bidder" of the "Requirements for Bidding and Instructions for Bidders."

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.

Further 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 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.

The Contractor is to limit his working hours to between 7 A.M. and 7 P.M., each business day unless noted otherwise in the sub-order or directed by the Commissioner. In the event that 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. The Contractor shall not work outside of the times stated on CDOT permits. CDOT permit time limitations shall have precedence over working hours stated in this specification.

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

## PROPOSAL

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, waster 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 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**

Length of Water Main	Maximum Completion Time (Calendar Days)	
	Water Main Construction <sub>1</sub>	Restoration <sub>2</sub>
0 – 1000 Linear Feet (LF)	42	30
1001 – 2000 Linear Feet (LF)	64	30
2001 Linear Feet (LF) or Greater	78	30

1 Water Main construction is defined as, but not limited to, 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 completion time commences from date of NTP and ends when the concrete cap is completed. Restoration completion time commences from the concrete cap completion and ends at substantial completion of the project.

### **Liquidated Damages for Exceeding Specified Completion Time**

Failure of the Contractor to complete the Work of each sub-order under this Contract within the specified completion time will result in the City incurring 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 that remains incomplete after the time specified for the completion of the Work of the sub-order, completing 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 monies will be paid as liquidated damages, not a penalty, to partially cover cost and losses by the City.

For failure to complete the Work within the specified time, for each sub-order as directed by the Commissioner, the liquidated damages will be in accordance with the following schedule:

## PROPOSAL

### Schedule of Liquidated Damages for Each Day of Overrun in Completion Time for Each Sub-Order.

Table B  
Schedule of Liquidated Damages

Water Main Construction Work	Restoration Work	Punch List Work <sup>1</sup>
\$800 / day	\$500 / day	\$250 / day

<sup>1</sup> Punch List as defined in Book 1.

The City will recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor, and if said monies were insufficient to cover said damages, then the Contractor must pay the City the amount due.

Nothing contained is to be construed as limiting the right of the City to recover from the Contractor any and all amount due or to become due, and any and all costs and expenses sustained by the City for improper performance hereunder, 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.

### Addenda

The Bidder has examined copies of the following addenda, receipt which is hereby acknowledged.

Addendum No. 1

Dated 10-26-09

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
1	100	Mobilization / Job Set Up	LS	1	550,000.	Five hundred fifty thousand dollars	550,000.
2	101a	Traffic Control - Residential Street	EA	14	1600.	One thousand six hundred dollars	22,400.
3	101b	Traffic Control - Collector, Secondary Arterial and Primary Arterial Streets	EA	28	2750.	Two thousand fifty dollars	77,000.
4	102	Televised Inspection of Sewers and Sewer Structures	LF	126,700	2.75	Two dollars seventy five cents	348,425.
5	110a	Additional Trench Excavation (Within Trench Neat Lines) 8 to 12 feet from Ground Level	CY	2,360	75.	Seventy five dollars	177,000.
6	110b	Additional Trench Excavation (Within Trench Neat Lines) 12 to 16 feet from Ground Level	CY	1,275	77.	Seventy seven dollars	98,175.
7	111a	Streetcar Track and Tie Removal -With Jumper Cable	LF	200	24.	Twenty four dollars	4,800.
8	111b	Streetcar Track and Tie Removal -Without Jumper Cable	LF	200	22.	Twenty two dollars	4,400.
9	112	Rock Excavation	CY	250	75.	Seventy five dollars	18,750.
10	120a	Water Main Installed in Open Cut - 8-Inch	LF	37,000	155.	One hundred fifty five dollars	5,735,000.



# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
11	120b	Water Main Installed in Open Cut – 12-Inch	LF	20,000	179.	One hundred seventy nine dollars	3,580,000.
12	120c	Water Main Installed in Open Cut – 16-Inch	LF	6,500	216.	Two hundred sixteen dollars	1,404,000.
13	120d	Water Main Installed in Open Cut – 24-Inch	LF	500	270.	Two hundred seventy dollars	135,000.
14	120e	Water Main Installed in Open Cut – 36-Inch	LF	2,600	500.	Five hundred dollars	1,300,000.
15	120f	Water Main Installed in Open Cut – 60-Inch	LF	2,000	738.	Seven hundred thirty eight dollars	1,476,000.
16	120g	Water Main (Restrained Joint) Installed in Open Cut – 8-Inch	LF	500	143.	One hundred forty three dollars	71,500.
17	120h	Water Main (Restrained Joint) Installed in Open Cut – 12-Inch	LF	500	183.	One hundred eighty three dollars	91,500.
18	120i	Water Main (Restrained Joint) Installed in Open Cut – 16-Inch	LF	500	237.	Two hundred thirty seven dollars	118,500.
19	120j	Water Main (Restrained Joint) Installed in Open Cut – 24-Inch	LF	500	305.	Three hundred five dollars	152,500.
20	120k	Water Main (Restrained Joint) Installed in Open Cut – 36-Inch	LF	500	560.	Five hundred sixty dollars	280,000.

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
21	120I	Water Main (Restrained Joint) Installed in Open Cut – 60- Inch	LF	500	900.	Nine hundred dollars.	450,000.
22	121a	Valve Installation – 8-Inch	EA	70	3740.	Three thousand seven hundred forty dollars.	261,800.
23	121b	Valve Installation – 12-Inch	EA	55	4025.	Four thousand twenty five dollars.	221,375.
24	121c	Valve Installation – 16-Inch	EA	15	10625.	Ten thousand six hundred twenty five dollars.	159,375.
25	122a	Resilient Wedge Valve – 8-Inch	EA	20	900.	Nine hundred dollars.	18,000.
26	122b	Resilient Wedge Valve – 12-Inch	EA	10	2100.	Two thousand one hundred dollars.	21,000.
27	122c	Resilient Wedge Valve – 16-Inch	EA	10	5500.	Five thousand five hundred dollars.	55,000.
28	123	Hydrant Installation on Water Main	EA	150	6225.	Six thousand two hundred twenty five dollars.	933,750.
29	124a	8-Inch Side Connection to 16-Inch and Smaller Water Main	EA	42	17720.	Seventeen thousand seven hundred twenty dollars.	744,240.
30	124b	12-Inch Side Connection to 16-Inch and Smaller Water Main	EA	10	19515.	Nineteen thousand five hundred fifteen dollars.	195,150.

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
31	124c	16-Inch Side Connection to 16-Inch and Smaller Water Main	EA	10	29715,	Twenty nine thousand seven hundred fifteen dollars.	297,150.
32	124d	12-Inch Side Connection to 24-Inch- 36-Inch Water Main	EA	10	30520,	Thirty thousand five hundred twenty dollars.	305,200.
33	124e	16-Inch Side Connection to 24-Inch - 48-Inch Water Main	EA	10	54765,	Fifty four thousand seven hundred sixty five dollars.	547,650.
34	125	Fittings - Not Shown on Drawings	LB	18,000	3 <sup>50</sup>	Three dollars fifty cents	63,000.
35	127a	Insulation of Water Main	LF	800	6.	Six dollars	4,800.
36	127b	Insulation of Water Service	LF	300	6.	Six dollars.	1,800.
37	128a	Install 8-Inch D.I. Restrained Joint Water Main Within 20-Inch Casing Pipe By Jacking and Boring	LF	400	864,	Eight hundred sixty four dollars.	345,600.
38	128b	Install 12-Inch D.I. Restrained Joint Water Main Within 24-Inch Casing Pipe By Jacking and Boring	LF	200	875.	Eight hundred seventy five dollars.	175,000.
39	129a	Replacement of Existing Sewer with Ductile Iron Pipe, 6-Inch Dia.	LF	1,000	45,	Forty five dollars.	45,000.
40	129b	Replacement of Existing Sewer with Ductile Iron Pipe, 8-Inch Dia.	LF	1,200	50.	Fifty dollars.	60,000.

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
41	129c	Replacement of Existing Sewer with Ductile Iron Pipe, 12-Inch Dia.	LF	250	60.	Sixty dollar.	15,000.
42	130a	Replace Existing Roundway (1-Inch) and Shut-Off Box	EA	10	250.	Two hundred fifty dollar.	2,500.
43	130b	Replace Existing Roundway (1 ½ - to 2-Inch) and Shut-Off Box	EA	10	300.	Three hundred dollar.	3,000.
44	130c	Replace Existing Shut-Off Box	EA	10	200.	Two hundred dollar.	2,000.
45	130d	Replace Existing Valve Box	EA	10	200.	Two hundred dollar.	2,000.
46	130e	Upgrade Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (4 to 6-Inch)	EA	10	300.	Three hundred dollar.	3,000.
47	130f	Upgrade Resilient Wedge Service Transfer Valve to Double Disc Gate Valve (8 to 12-Inch)	EA	10	450.	Four hundred fifty dollar.	4,500.
48	130g	Construct New Valve Basin	EA	10	1650.	One thousand six hundred fifty dollar.	16,500.
49	140a	8" Tee Connection to 16" and Smaller Water Main	EA	42	5555.	Five thousand five hundred fifty five dollar.	233,310.
50	140b	12" Tee Connection to 16" and Smaller Water Main	EA	20	7465.	Seven thousand four hundred sixty five dollar.	149,300.

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
51	140c	16" Tee Connection to 16" and Smaller Water Main	EA	10	9245.	Nine thousand two hundred forty five dollar.	92,450.
52	140d	12" Tee Connection to 24"-36" Water Main	EA	20	20870.	Twenty thousand eight hundred seventy dollar.	417,400.
53	140e	16" Tee Connection to 24"-36" Water Main	EA	10	21230.	Twenty one thousand two hundred thirty dollar.	212,300.
54	141a	8-Inch Connection to Existing Fitting or Pipe	EA	42	1825.	One thousand eight hundred twenty five dollar.	76,650.
55	141b	12-Inch Connection to Existing Fitting or Pipe	EA	20	2200.	Two thousand two hundred dollar.	44,000.
56	141c	16-Inch Connection to Existing Fitting or Pipe	EA	10	5085.	Five thousand eighty five dollar.	50,850.
57	141d	24-Inch Connection to Existing Fitting or Pipe	EA	10	3665.	Three thousand six hundred sixty five dollar.	36,650.
58	141e	36-Inch Connection to Existing Fitting or Pipe	EA	10	19100.	Nineteen thousand one hundred dollar.	191,000.
59	141f	60-Inch Connection to Existing Fitting or Pipe	EA	6	61685.	Sixty one thousand six hundred eighty five dollar.	370,110.
60	142	8-Inch Pressure Connection to 16-Inch and Smaller C.I. or D.I. Water Main	EA	6	11000.	Eleven thousand dollar.	66,000.

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
61	143a	Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Service (1-Inch)	EA	1,600	915.	Nine hundred fifteen dollars.	1,464,000.
62	143b	Water Service: Tap New or Existing Water Main, Connect New and Reconnect Existing Service (1-1/2 to 2-Inch)	EA	250	1300.	One thousand three hundred dollars.	325,000.
63	143c	Water Service: Resilient Wedge Valve and Reconnect Existing Service (3 to 6-Inch)	EA	20	1250.	One thousand two hundred fifty dollars.	25,000.
64	143d	Water Service: Resilient Wedge Valve and Reconnect Existing Service (8 to 12-Inch)	EA	10	2300.	Two thousand three hundred dollars.	23,000.
65	143e	Water Service Pipe: Type K Copper (1-Inch) – Open Cut	LF	6,000	23.	Twenty three dollars.	138,000.
66	143f	Water Service Pipe: Type K Copper (1 1/2-Inch to 2-Inch) – Open Cut	LF	1,000	24.	Twenty four dollars.	24,000.
67	143g	Water Service Pipe: Type K Copper (1-Inch) – Trenchless	LF	200	60.	Sixty dollars.	12,000.
68	143h	Water Service Pipe: Type K Copper (1 1/2-Inch to 2-Inch) – Trenchless	LF	200	60.	Sixty dollars.	12,000.
69	143i	Water Service Pipe: Ductile Iron (4-Inch) – Open Cut	LF	150	62.	Sixty two dollars.	9,300.
70	143j	Water Service Pipe: Ductile Iron (6-Inch) – Open Cut	LF	100	70.	Seventy dollars.	7,000.

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
71	150	Removal of Existing Fire Hydrant (Abandoned Water Main)	EA	130	750.	Seven hundred fifty dollars.	97,500.
72	151	Abandonment of Existing Valve and Basin	EA	80	210.	Two hundred ten dollars.	16,800.
73	152a	Abandonment of Existing Unused Water Service (Smaller than 3-Inch)	EA	35	200.	Two hundred dollars.	7,000.
74	152b	Abandonment of Existing Unused Water Service (3-Inch and Larger)	EA	6	600.	Six hundred dollars.	3,600.
75	153a	Water Main Abandonment (Cut and Cap Existing Water Main)	EA	10	250.	Two hundred fifty dollars.	2,500.
76	153b	Water Main Abandonment (Remove Existing Fitting)	EA	10	150.	One hundred fifty dollars.	1,500.
77	160a	Special Soils Waste Excavation and Disposal	CY	900	66.	Sixty six dollars.	59,400.
78	160b	Waste Characterization Analysis	EA	45	1600.	One thousand six hundred dollars.	72,000.
79	160c	Soil Boring Mobilization & Sampling	EA	10	1800.	One thousand eight hundred dollars.	18,000.
80	161a	Nitrile Gaskets for 4-Inch Pipe	EA	10	10.	Ten dollars.	100.

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
81	161b	Nitrile Gaskets for 6-Inch Pipe	EA	10	11.	Eleven dollar	110.
82	161c	Nitrile Gaskets for 8-Inch Pipe	EA	45	18.	Eighteen dollar.	810.
83	161d	Nitrile Gaskets for 12-Inch Pipe	EA	40	27.	Twenty seven dollar.	1,080.
84	161e	Nitrile Gaskets for 16-Inch Pipe	EA	10	55.	Fifty five dollar.	550.
85	170a	Cut-In Inspection Manhole Assembly - 36" Pipe	EA	10	42000.	Forty two thousand dollar.	420,000.
86	171c	Tapped Inspection Manhole Assembly - 60" x 24"	EA	6	62000.	Sixty two thousand dollar.	372,000.
87	180a	Repair Pre-Existing Service Leak on Live Services smaller than 3- Inch	EA	25	210.	Two hundred ten dollar.	5,250.
88	180b	Repair Pre-Existing Services Leak on Live Services 3-Inch and above	EA	10	500.	Five hundred dollars.	5,000.
89	181a	Weekday Crew 8 Hour Day	DAY	40	3200.	Three thousand two hundred dollar.	128,000.
90	181b	Weekday Crew per Hour of OT or Saturday Crew per Hour of OT ( 4 hour minimum; 1.5 X Base Rate)	HR	64	675.	Six hundred seventy five dollars.	43,200.



# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
91	181c	Sunday Crew per Hour ( 4 hour minimum; 2 X Base Rate)	HR	64	800,	Eight hundred dollars.	51,200,
92	181d	Traffic Control for Dewatering and NDT by Others along Project Limits	EA	6	2500,	Two thousand five hundred dollars.	15,000,
93	190	Dechlorination	LF	63,500	050	No dollars fifty cents	31,750,
94	210a	Temporary Maintenance Stone	TON	100	21,	Twenty one dollars.	2,100.
95	210b	Sub-Base Granular Material, CA-6 Type B, 6"	SY	45,000	8,	Eight dollars.	360,000.
96	211	Flowable fill Backfill / Controlled Low Strength Material (CLSM)	CY	1,000	80,	Eighty dollars.	80,000,
97	220a	Portland Cement Concrete Base Course (SI Mix)	CY	500	128,	One hundred twenty eight dollars.	64,000,
98	220b	Portland Cement Concrete Base Course (High Early Strength, PV Mix)	CY	10,000	135,	One hundred thirty five dollars.	1,350,000,
99	221a	Curb and Gutter Removal	LF	12,300	5,	Five dollars.	61,500.
100	221b	Combination Curb and Gutter	LF	12,300	27,	Twenty seven dollars.	332,100,

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
101	221c	Concrete Curb, Type B	LF	1,000	27.	Twenty seven dollar	27,000.
102	222a	Portland Cement Concrete Sidewalk – 5-Inch; Including Keystone	SF	49,000	5.	Five dollar.	245,000.
103	222b	Portland Cement Concrete Sidewalk / Driveway Removal to proposed subgrade	SF	500	8.	Eight dollar.	4,000.
104	222c	Portland Cement Sidewalk, 5-Inch for ADA Ramps	SF	25,500	5.	Five dollar.	127,500.
105	222d	Portland Cement Concrete Sidewalk, 8-Inch for ADA Ramps (Example: Signalized Intersections)	SF	940	7.	Seven dollar.	6,580.
106	222e	Tactile Tile	SF	4,600	30.	Thirty dollar.	138,000.
107	223	8-Inch Portland Cement Concrete Driveway or Alley	SY	200	42.	Forty two dollar.	8,400.
108	224	Portland Cement Concrete Pavement and Bus Pads (High Early Strength, PV)	CY	740	194.	One hundred ninety four dollar	143,560.
109	225	Pavement Restoration – Dowel / Tie Bars	EA	15,000	9.	Nine dollar.	135,000.
110	226	Winter Protection of New Concrete	SF	95,000	1.	One dollar.	95,000.

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
111	230a	Adjustment of Sewer Manhole, Catch Basin, Valve Basin or Inlet	EA	100	250.	Two hundred fifty dollars.	25,000.
112	230b	Reconstruction of Manhole, Catch Basin, Valve Basin or Inlet	VLF	500	200.	Two hundred dollars.	100,000.
113	230c	Build New Catch Basin including Frame and Grates	EA	100	1650.	One thousand six hundred fifty dollars.	165,000.
114	230d	Build New Inlet including Frame and Grates	EA	50	625.	Six hundred twenty five dollars.	31,250.
115	230e	Manhole, Basin or Inlet Frames and Lids / Grates	EA	20	300.	Three hundred dollars.	6,000.
116	231	Expose Buried Valve Basin and Adjust to Grade	EA	20	200.	Two hundred dollars.	4,000.
117	232a	Adjustment of Buried Shut-Off Box	EA	20	200.	Two hundred dollars.	4,000.
118	232b	Adjustment of Buried Valve Box	EA	20	198.	One hundred ninety eight dollars.	3,960.
119	240a	Hot-Mix Asphalt Surface Removal, Up to 1-3/4-Inch (Cold Milling)	SY	125,000	5.	Five dollars.	625,000.
120	240b	Hot-Mix Asphalt Surface Removal, 1-3/4-Inch Up to 3-Inch (Cold Milling)	SY	50,000	5.50	Five dollar fifty cents.	275,000.

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
121	240c	Hot-Mix Asphalt Surface and Concrete Pavement Removal (Combination) 3-Inch and Under (Cold Milling)	SY	35,000	5 <sup>50</sup>	Five dollar fifty cents	192,500.
122	241a	Hot-Mix Asphalt – Temporary Surfacing (Hand Method)	TON	800	110.	One hundred ten dollar.	88,000.
123	241b	Hot-Mix Asphalt Surface Course, Mix "C", N30	TON	4,000	105.	One hundred five dollar.	420,000.
124	241c	Hot-Mix Asphalt Surface Course, Mix "D", N50	TON	5,000	107.	One hundred seven dollar.	535,000.
125	241d	Hot-Mix Asphalt Surface Course, Mix "D", N70	TON	7,500	109.	One hundred nine dollar.	817,500.
126	241e	Polymerized Hot-Mix Asphalt Surface Course, Mix "F", N90, PG 70-22	TON	2,000	132.	One hundred thirtytwo dollar.	264,000.
127	241f	Hot-Mix Asphalt Binder Course, IL-19, N50	TON	1,100	96.	Ninety six dollar.	105,600.
128	241g	Hot-Mix Asphalt Binder Course, IL-19, N70	TON	1,600	98.	Ninety eight dollar.	156,800.
129	241h	Polymerized Hot-Mix Asphalt Binder Course, IL-19, N90	TON	400	105.	One hundred five dollar.	42,000.
130	241i	Cold Patch – Temporary Surfacing	TON	500	80.	Eighty dollar.	40,000.

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
131	241j	Hot-Mix Asphalt Leveling Binder (Machine Method), N30	TON	750	102,	One hundred two dollars.	76,500.
132	241k	Hot-Mix Asphalt Leveling Binder (Machine Method), N50	TON	750	105,	One hundred five dollars.	78,750.
133	241l	Hot-Mix Asphalt Leveling Binder (Machine Method), N70	TON	1,000	105,	One hundred five dollars.	105,000.
134	241m	Polymerized Leveling Binder (Machine Method), IL-4.75, N50	TON	400	130,	One hundred thirty dollars.	52,000.
135	241n	Hot-Mix Asphalt Surface Course (Hand Method)	TON	200	186,	One hundred eighty six dollars.	37,200.
136	250	Speed Hump	LF	500	180,	One hundred eighty dollars.	90,000.
137	251a	Thermoplastic Pavement Marking – 4-Inch Line	LF	20,000	2,	Two dollars	40,000.
138	251b	Thermoplastic Pavement Marking – 6-Inch Line	LF	20,000	3,	Three dollars	60,000.
139	251c	Temporary Pavement Marking – 4-Inch Line	LF	10,000	2,	Two dollars	20,000.
140	251d	Pavement Markings, Letters, Symbols and Arrows – Bicycle Symbol	SF	2,000	8,	Eight dollars	16,000.

# Schedule of Prices

Project Number 10-601 - Water Main Construction - North District - Addendum 1							
Line No.	Bid Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	In Words	Ext.
141	260a	Landscape Restoration – Sodding	SY	1,200	7.50	Seven dollar fifty cents	9,000.
142	260b	Landscape Restoration – Hydro-Seeding	SY	2,500	3.	Three dollar	7,500.
143	270a	Brick / Paver Removal and Salvaging	SF	1,000	8.	Eight dollar	8,000.
144	270b	Brick / Paver Resetting	SF	1,000	6.	Six dollar.	6,000.
145	270c	Additional Brick Pavers	SF	1,000	9.	Nine dollar.	9,000.
Total Base Bid (Sum of Extended Prices - In Figures)					\$33,625,310.00 Thirty three million six hundred twenty five thousand three hundred ten dollars.		

ACCEPTED

## IEPA Provisions

### IEPA/ARRA Provisions

This project may obtain funding with loans from the Illinois Environmental Protection Agency (IEPA) with portion of the funding provided by the American Recovery and Reinvestment Act of 2009 (ARRA). Contractor and Subcontractors must comply with the IEPA loan provisions and ARRA 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 1961". Completed and signed form required from Contractor.
- B. In signing this Contract, the Bidder agrees to the provisions of this Contract related to the ARRA Buy American clause as follows:
1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of City of Chicago's bid solicitation and provisions of the ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
  2. Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the City of Chicago of the U.S. production of each component so identified.

## IEPA Provisions

3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
  - i. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
  - ii. Verifiable documentation sufficient to the City of Chicago, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for Bidder under applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the City of Chicago in amending, supplementing, or further supporting such information as required by the City of Chicago to request and, as applicable, implement the terms of a waiver with respect to any such component or components.



## IEPA Provisions

EPA Project Control #: \_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

### Certification Regarding Debarment, Suspension and Other Responsibility Matters (Page 1 of 2)

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 retain, 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.

LINVAL J. CHUNG PRESIDENT

(Typed Name & Title of Authorized Representative)

  
(Signature of Authorized Representative) (Date)

11-12-09

☐ I am unable to certify the above statements. My explanation is attached.  
EPA Form 5700-49 (11-88)

## **IEPA Provisions**

United States Environmental Protection Agency  
Washington, DC 20460

### **Certification Regarding Debarment, Suspension and Other Responsibility Matters (Page 2 of 2)**

#### **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 CRF 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)

## IEPA Provisions

U.S. ENVIRONMENTAL PROTECTION AGENCY

### 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.

IEPA Provisions

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To:

LABORER LOCAL 2

OPERATING ENGINEER LOCAL 150

PLUMBERS LOCAL 130

(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.

RELIABLE CONTRACTING & EQUIPCo

333 N. OGDEN AVE

CHICAGO, IL. 60607

(Contractor or Subcontractor)

11-12-09

(Date)

IEPA Provisions

Bidder Certification

In Compliance with Article 33E to the  
"Criminal Code of 1961"

I LINVAL J. CHUNG, do hereby certify that:  
Name

1. I am PRESIDENT of the RELIABLE CONTRACTING & EQUIP Co.  
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 as a result of a violation of either  
Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to  
the "Criminal Code of 1961"

Name of Firm RELIABLE CONTRACTING & EQUIP. CO

Signature [Signature]

Title PRESIDENT

Date 11-12-09

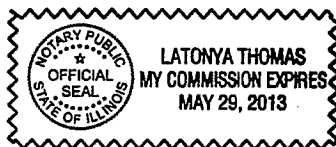
Corporate Seal (where appropriate)

On this 12 day of NOVEMBER, 2009, before me appeared (Name)

Linval J. Chung 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) Reliable Contrg & Equip Co.  
to execute the affidavit and did so as his or her free act and deed.

Notary Public [Signature] Commission Expires 5/29/2013  
Notary Seal



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## **IEPA Provisions**

## **SECTION TWO**

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## 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 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 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.

## **Requirements for Bidding and Instructions for Bidders**

### **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 enclosed in envelopes provided for that purpose by the DEPARTMENT OF PROCUREMENT SERVICES, Room 301, City Hall. If proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder shall carry the following information on the face of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

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

Proposals must be submitted with original signatures in the space provided on the appropriate Proposal Execution Page. Proposals not properly signed 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, no bidder shall withdraw or cancel his proposal for a period of 60 calendar days 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

## Requirements for Bidding and Instructions for Bidders

period of 120 calendar days after said advertised closing time for the receipt of proposals. For this project IEPA Approval is required and proposals cannot be withdrawing for a period of 120 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. 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 NOT BE DETACHED HERE FROM** by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

### 8. 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.

### 9. Acceptance of Proposals

The Chief Procurement Officer will accept in writing one of the proposals or reject all proposals, within 60 calendar days, or within 120 calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City. For this project IEPA Approval is required and the acceptance is extended to 120 days.

### 10. 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 **in the amount of fifty (50%) percent of the Total Base Bid**, on the form "Contractor's Performance Bond", Form P.W.O. 62, a specimen of which is bound herein.

The bond shall have a term of one year, but every year it will automatically renew for an additional one year term until the term of the contract ends. The renewals will occur without any affirmative act on the part of the Surety, Contractor, or the City. But the Surety may elect not to renew the bond by providing written notice of non-renewal to the Contractor and the City of Chicago Department of Procurement Services no later than ninety (90) days prior

## **Requirements for Bidding and Instructions for Bidders**

to the anniversary of the bid opening date. To be effective, the notice must clearly identify the affected contract and include a copy of this page of the contract. If notice of non-renewal is not received by the Department of Procurement Services ninety (90) days prior to the anniversary of the bid opening date, the bond shall be renewed for another year. If the bond is not renewed, the Contractor must furnish a replacement bond no later than thirty (30) days following receipt of the notice of non-renewal or sixty (60) days prior to the anniversary of the bid opening date, whichever is earlier. Non-renewal of the bond by the surety or failure of the Contractor to obtain a replacement bond shall not by themselves constitute a loss recoverable under the bond, but failure of the Contractor to timely obtain a replacement bond shall constitute an event of default under the contract.

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.

### **11. 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.

### **12. 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.

### **13. 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.

### **14. 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

## **Requirements for Bidding and Instructions for Bidders**

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.

### **15. Return of Bid Deposit**

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 can not be readily determined based on price until all proposals have been evaluated.

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

### **16. Taxes**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-01. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Illinois statutes. 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.

### **17. Order of Precedence of Component Contract Parts**

The order of precedence of the component contract parts shall be as follows:

- a. Terms and Conditions;
- b. Addenda if any;
- c. Plans or City Drawings;
- d. Detailed Specifications;
- e. Standard Specifications of the City, State or Federal Government, if any;
- f. Advertisement for proposals (copy of advertisement to be attached to back of cover);
- g. Requirements for Bidding and Instructions to Bidders; and

## **Requirements for Bidding and Instructions for Bidders**

### **h. Performance Bond, if required.**

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

### **18. Contractor's Financial Statement**

Each bidder bidding on construction projects shall 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 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 301 City Hall, or may be obtained by addressing a request to the Chief Procurement Officer, Room 403, City Hall, Chicago, Illinois, 60602. Failure to have a current 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 Procurement Officer, Room 403, 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 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 and Women Business Enterprise Commitment**

The attention of bidders is directed to the Special Condition Regarding Minority Business Enterprise Commitment and Women 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

## **Requirements for Bidding and Instructions for Bidders**

for participation by bona fide Minority Business Enterprises and Women 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 403, Chicago, Illinois 60602. A pre-bid protest must be filed no later than the five (5) days before the bid opening date, a pre-award protest must be filed no later than 10 days after the bid opening date, and a post-award protest must be filed no later than 10 days after the award of the contract.

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 are available at the Bid and Bond Room.

### **24. FEES FOR SUBMISSION OF BIDS**

Section 2-92-418 of the Municipal Code of the City of Chicago requires, for each competitively bid contract and each request for proposals where the estimated dollar value of the contract, as determined by the Chief Procurement Officer, exceeds \$10,000,000.00, that each bidder or proposer submit with its bid or proposal a non-refundable "submittal fee" in the amount of \$900.00. The submittal fee must be submitted no later than the date and time on which the bid or proposal is due. The submittal fee must be in the form of a certified check, cashier's check, or money order. The Chief Procurement Officer has determined the value of the contract for Work to be above \$10,000,000. As a result, each bidder or proposer must submit the submittal fee with its bid.

## **LICENSING OF GENERAL CONTRACTORS**

- 4 36 010 Definitions
- 4 36 020 License Required
- 4 36 030 License Classifications
- 4 36 040 License Posting Notice Of Changes
- 4 36 050 License Application
- 4 36 060 License Issuance And Renewal Prohibited When
- 4 36 070 License Fee Termination
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- 4 36 140 License Immediate Suspension Based Upon A Pattern Of Substantial Code Violations
- 4 36 150 License-Revocation
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- 4 36 170 Regulations
- 4 36 180 Enforcement
- 4 36 190 Violation Penalty

### **4 36 010: Definitions.**

As used in this chapter:

1. "City" means City of Chicago.
2. "Department" means department of buildings.
3. "Commissioner" means commissioner of buildings.
4. "General Contractor" means any person who, as an investment or for compensation or with the intent to sell or to lease, (i) arranges or submits a bid or offers to undertake or purports to have the capacity to undertake or undertakes, through himself or through others, to erect, construct, alter, repair, move, install, replace, convert, remodel, rehabilitate, modernize, improve or make additions to any building as defined in Section 13 4 010 or to any appurtenance thereto attached to real estate and located on the same lot as the building, including, but not limited to, driveways, swimming pools, porches, decks, garages, fences, fallout shelters and other accessory objects or uses; and (ii) retains for himself control over the means, method and manner of accomplishing the desired result; and (iii) whose business



## Licensing of General Contractors

operations, in whole or in part, require the hiring or supervision of one or more persons from any building trade or craft, including, but not limited to, plumbing, masonry, electrical, heating, air conditioning or carpentry. The term includes nonresident general contractors who do business within the city and developers of conversion condominiums as defined in the Condominium Property Act, as amended.

5. "Nonresident General Contractor" means any general contractor who is not domiciled in the city and has not maintained a permanent place of business or residence in the city for at least six months.

### **4 36 020 License Required.**

(A) No person shall own, operate, conduct, manage, engage in, maintain or carry on the business of general contractor without first having obtained a general contractor license. The general contractor license shall be in addition to any other license required by law, including, but not limited to, the home repairs license issued pursuant to Chapter 4 204 and the excavators license issued pursuant to Chapter 4 196, if applicable.

(B) The following persons are not general contractors within the meaning of this section:

- (1) Any subcontractor, employee or agent working for or under the supervision of a general contractor licensed or required to be licensed under this chapter and acting within the scope of his contract, employment or agency;
- (2) Any person who merely furnishes materials or supplies for use at a construction site without fabricating them into, or consuming them in the performance of, the work of a general contractor;
- (3) Any person licensed by the City of Chicago as a mason contractor, plumbing contractor or electrical contractor and acting within the scope of his license;
- (4) Any licensed architect or engineer acting within the scope of his license;
- (5) Any person who does general contracting work on property that constitutes his primary residence, if the primary residence is a single family dwelling or a multiple family dwelling that does not exceed three stories in height and contains six or fewer dwelling units as defined in Section 13 4 010 of this Code. This exception is limited to one such property during a calendar year;
- (6) Any person who hires a general contractor licensed under this chapter to do general contracting work on the person's property;
- (7) Any property owner, or employee or agent thereof, who does minor nonstructural repairs on the owner's property; and
- (8) A governmental entity for work upon premises owned by the governmental entity and performed by employees of the governmental entity.

## Licensing of General Contractors

### 4 36 030 License classifications

General contractor licenses shall be divided into the classifications, which follow. The holders of such licenses shall be entitled to engage in the business of general contractor, within the city, subject to the following limitations:

Class A license: The holder of a Class A license is subject to no limitation as to the value of any single contract project.

Class B license: The holder of a Class B license is not entitled to engage in the construction of any single contract project of a value in excess of \$1,000,000.00.

Class C license: The holder of a Class C license is not entitled to engage in the construction of any single contract project of a value in excess of \$500,000.00.

Class D license: The holder of a Class D license is not entitled to engage in the construction of any single contract project of a value in excess of \$200,000.00.

Class E license: The holder of a Class E license is not entitled to engage in the construction of any single contract project of a value in excess of \$50,000.00.

### 4 36 040 License Posting Notice of changes

Each license issued pursuant to this chapter shall be posted in a conspicuous place near the entrance of the licensee's chief place of business. A photocopy of the license shall be posted in a conspicuous place at each construction site maintained by the licensee. The licensee shall notify the commissioner in writing within 14 days after any change in the facts stated in the license application.

### 4 36 050 License Application

An application for a license under this chapter shall be made in writing to the commissioner on a form provided by the department of buildings, and shall be accompanied by the following:

#### (A) If the applicant is an individual:

- (1) The applicant's full name, residence address, business address and business telephone number;
- (2) Proof that the applicant is at least 18 years of age;

#### (B) If the applicant is a corporation:

- (1) The corporate name, address and telephone number of the applicant's principal office or place of business;
- (2) The date and state of incorporation;
- (3) The name, residence address and residence telephone number of all corporate officers and registered agents;
- (4) Proof that all corporate officers are at least 18 years of age;
- (5) Proof that the corporation is in good standing under the laws of the State of Illinois;

## Licensing of General Contractors

(C) If the applicant is a partnership:

- (1) The name, address and telephone number of the applicant's principal office or place of business;
- (2) The name, residence address and residence telephone number of all partners;
- (3) Proof that all partners are at least 18 years of age;

(D) The class of license for which application is being made;

(E) The license fee;

(F) A description of the work and services the applicant will provide;

(G) A statement verified by affidavit as to whether the applicant or any person owning 25 percent or more of the interest in the applicant is financially solvent;

(H) The name and address of the principal location from which the applicant has engaged in the business of general contracting at any time within the last five years;

(I) If the applicant is not a sole proprietor, proof that the applicant is authorized to do business in the State of Illinois;

(J) Proof of insurance as required by Section 4 36 090;

(K) A license bond as required by Section 4 36 100;

(L) Any other information that the commissioner may require.

It is a condition of the license that information in the application be kept current. Any change in required information shall be reported to the department of buildings within 14 days after the change.

### **4 36 060 License Issuance And Renewal Prohibited When**

No general contractor license shall be issued to the following persons:

(A) Any applicant whose license under this chapter has been revoked for cause at any time within the last four years;

(B) Any applicant whose permit privileges have been suspended pursuant to Section 4 36 130 until such time that the suspension is lifted by the department of buildings.

(C) Any applicant who is under the age of 18.

(D) For any applicant other than a natural person, the above prohibitions and requirements shall apply to every principal officer and to any person owning, directly or indirectly, 25 percent or more of the interest in the applicant.

### **4 36 070 License Fee Termination**

The license fee set forth in Section 4 5 010 of this Code shall be payable annually. The general contractor license shall expire on the date indicated in Section 4 4 021 of this Code.

## Licensing of General Contractors

### 4 36 080 License Number To Be Printed Where

The licensee shall print his general contractor license number legibly on the front page of every estimate, contract and subcontract, and in any advertisement placed by or on behalf of a general contractor. The general contractor license number, and the class of general contractor license obtained, shall appear on every application for a building permit. The licensee shall affix his name and general contractor license number on all vehicles used in the course of his business.

### 4 36 090 Proof of Insurance Required

Prior to the issuance of a general contractor license, each applicant shall furnish a certificate of insurance, issued by an insurer authorized to insure in Illinois, evidencing commercial general liability insurance, as follows:

(A) If the applicant is applying for a Class A license: limits of not less than \$5,000,000.00 per occurrence for bodily injury and property damage arising in any way from the issuance of the license;

(B) If the applicant is applying for a Class B license: limits of not less than \$3,000,000.00 per occurrence for bodily injury or property damage arising in any way from the issuance of the license;

(C) If the applicant is applying for a Class C license: limits of not less than \$2,500,000.00 per occurrence for bodily injury or property damage arising in any way from the issuance of the license;

(D) If the applicant is applying for a Class D license: limits of not less than \$2,000,000.00 per occurrence for bodily injury or property damage arising in any way from the issuance of the license;

(E) If the applicant is applying for a Class B license: limits of not less than \$1,000,000.00 per occurrence for bodily injury or property damage arising in any way from the issuance of the license.

Each policy of insurance required under this section shall include a provision requiring 30 days advance notice to the commissioner prior to cancellation or lapse of the policy. The licensee shall maintain the insurance required under this section in full force and effect for the duration of the license period. A single violation of this section shall result in suspension or revocation of the general contractor license in accordance with Section 4 4 280 of this Code.

### 4 36 100 License Bond Required

Each applicant for a general contractor license shall file with the department of buildings a license bond, with good and sufficient sureties, payable to the City of Chicago, which may be attached by the commissioner to collect any fees or penalties due to the city for violations of this chapter or the Chicago Building Code. The amount of the license bond shall be as follows:

(A) If the applicant is applying for a Class A license: \$200,000.00;

(B) If the applicant is applying for a Class B license: \$100,000.00;

(C) If the applicant is applying for a Class C license: \$50,000.00;

(D) If the applicant is applying for a Class D license: \$20,000.00;

(E) If the applicant is applying for a Class E license: \$5,000.00.

The city's right to recover under the bond shall be in addition to any other rights retained by the city under this Code and other applicable laws.

## Licensing of General Contractors

Every bond required by this section shall require 30 days advance notice to the commissioner prior to cancellation. The licensee shall maintain any bond required by this section in full force and effect for the duration of the license period. A single violation of this section shall result in suspension or revocation of the general contractor license in accordance with this Code.

### **4 36 110 Unlawful Acts**

It shall be unlawful for any licensee or for any person requiring a license under this chapter to do any of the following:

(A) Knowingly to allow any person to use the licensee's name or license identification on a building permit application unless the licensee will be performing the work attributed to the licensee in the permit application. Any person who violates this subsection shall be punished by a fine of \$1,000.00 for the first offense; \$1,500.00 and a 90 day license suspension for the second offense; and \$2,000.00 and license revocation for the third offense;

(B) To do work without or in violation of any permit required by this Code, or in violation of Section 13 12 050 of this Code;

(C) To violate any stop work order issued pursuant to this Code;

(D) To hire any subcontractor who lacks a valid license to perform the work for which the subcontractor is hired;

(E) To submit any bid on general contracting work without a valid license issued under this chapter;

(F) To fail to allow the department of buildings or the mayor's license commission to examine pursuant to Section 4 36 120(B) the financial books and records of the business within three business days of the time a written request for such an examination is made by the commissioner of buildings or the mayor's license commission;

(G) To fail to comply with the Workers' Compensation Act, as amended.

### **4 36 120 Duties**

A licensee or any person requiring a license under this chapter shall have the following duties:

(A) To maintain a list that includes information about all permits obtained and all contractors or subcontractors performing work on any project permitted or requiring a permit, under this Code, including the contractor's or subcontractor's name and address, and if applicable, their license number. If requested by the commissioner, the general contractor shall produce this list within 72 hours of the commissioner's request.

(B) To maintain sufficient and proper personnel, financial ability and facility to coordinate, develop, provide management expertise and complete in its entirety any proposed work for which a permit has been issued or is required to be issued under this Code. If the commissioner of buildings or the mayor's license commission receives a complaint, or otherwise has reasonable cause to believe, that a licensee or any person requiring a license under this chapter is not financially solvent, the commissioner and the mayor's license commission are authorized to examine that licensee's or person's financial books and records in order to determine whether the person's past and current financial solvency and expectations for financial solvency in the future give rise to a reasonable expectation that the person can successfully do business as a general contractor without jeopardizing the public health, safety or welfare, and can carry through to completion any project permitted or requiring a permit under this Code. Financial solvency is a continuing requirement for maintaining a license under this chapter. Any financial books and records submitted pursuant to this subsection, and all information contained therein, shall be deemed confidential, shall be used for purposes of enforcing this subsection only, and shall not be divulged to any person or

## Licensing of General Contractors

agency, except to the United States Attorney, the Illinois Attorney General, the State's Attorney of Cook County or to the extent required by law. Any person who uses or divulges confidential information in violation of the requirements of this subsection shall be subject to incarceration for a term not to exceed six months or a fine not to exceed \$500.00 or both.

(C) To assure compliance with the building code by its employees, agents and subcontractors in the performance of a project.

### **4 36 130: Permit Privileges Suspension for Failure to Correct Defects In Work**

If the commissioner of buildings determines that a licensee or any person requiring a license under this chapter has failed to correct any substantial defect, error or deficiency, or has established a pattern of deviating from the drawings or plans approved by the appropriate department issuing the permit, in any work done under the authority of a permit issued pursuant to this Code, the commissioner shall notify the licensee or person that if the noncompliance is not corrected to the satisfaction of the department within ten business days after written notification thereof, the issuance to the general contractor of any new permit for any work at any location shall be prohibited until the noncompliance is cured. If the general contractor fails to correct the noncompliance within ten business days after written notification thereof, the commissioner shall, without further notice, stop the issuance of any new permit to the general contractor until such time that the noncompliance is corrected and the correction is inspected and approved by the department.

For purposes of this section:

**"Substantial defect, error or deficiency"** means any construction, alteration, installation, repair or razing of any building, structure, premises or part thereof which (i) is being done or has been done without any permit required by this Code; or (ii) creates a danger to the health or safety of workers on the site, to current or eventual users or occupants of the building, structure, premises or part thereof, or to the general public.

**"Pattern"** means five or more uncorrected deviations from any permit at one or more construction sites within any six month period.

### **4 36 140 License Immediate Suspension Based Upon a Pattern of Substantial Code Violations**

If the commissioner of buildings determines that a licensee is engaging in or has engaged in a pattern of substantial code violations, the commissioner may order the temporary suspension of any license issued pursuant to this chapter for a period not to exceed ten days. Notice of the temporary suspension and the grounds for that suspension shall be immediately sent or delivered to the licensee. The licensee shall have an opportunity for a hearing before the mayor's license commission prior to the expiration of the ten day temporary suspension. If the mayor's license commission determines by a preponderance of the evidence that a pattern of substantial code violations exists, nothing in this section shall prevent the mayor's license commission from suspending the licensee's general contractor license for a longer period of time or from revoking the license in accordance with Section 4 4 280 of this Code.

## Licensing of General Contractors

For purposes of this subsection, the term "pattern of substantial code violations" means five or more violations of the building code which imperil the public health, safety or welfare, or two or more violations of any stop work order issued pursuant to this Code, or any combination thereof involving five or more violations of this Code, within any six month period, at one or more construction sites within the city managed or controlled by the licensee.

### **4 36 150 License Revocation**

Except as otherwise provided in this chapter, three or more violations of any provision of this chapter or of the building code on three different days within a 12 month period may result in license suspension or revocation in accordance with Section 4 4 280 of this Code.

### **4 36 160 License Revocation Four Year Wait For New License**

No person whose license under this chapter is revoked for any cause shall be granted another general contractor license under the same or a different name for a period of four years after the date of revocation.

### **4 36 170 Regulations**

The commissioner of buildings shall have the authority to promulgate rules and regulations necessary to implement the requirements of this chapter.

### **4 36 180 Enforcement**

The commissioner of buildings shall (i) enforce the requirements of this chapter; (ii) investigate complaints regarding violations of this chapter; and (iii) maintain a roster of all licensees under this chapter and of all persons whose general contractor license has been suspended or revoked within the previous four years.

### **4 36 190 Violation Penalty**

Except as otherwise provided in this chapter, any person violating any of the requirements of this chapter shall be fined, as follows:

(A) If the person holds or requires a Class A license under this chapter: not less than \$1,000.00, nor more than \$5,000.00, for each offense;

(B) If the person holds or requires a Class B license under this chapter: not less than \$750.00, nor more than \$3,500.00, for each offense;

(C) If the person holds or requires a Class C license under this chapter: not less than \$500.00, nor more than \$2,500.00, for each offense;

(D) If the person holds or requires a Class D license under this chapter: not less than \$400.00, nor more than \$2,000.00, for each offense;

(E) If the person holds or requires a Class E license under this chapter: not less than \$250.00, nor more than \$1,000.00, for each offense.

Each day that a violation continues shall constitute a separate and distinct offense.

## DATE OF SUBMITTAL:

## ETHNIC CLASS

B BLACK  
H HISPANIC  
A ASIAN  
NA NATIVE AMERICAN  
O OTHER:

DATE:

NAME OF FIRM:

SIGNATURE:

**SPECIFICATION NO.:**

NAME OF PROJECT:

Indicate above the number of employees, permanent, temporary or otherwise for each of the categories anticipated to be hired during the term of this contract and the date(s) for which the employee(s) are expected to be hired.

**City Funded**



**EXHIBIT B  
PAY PERIOD CANVASS REPORT**

<b>Contractor:</b>	
<b>Title:</b>	

<b>Specification #:</b>	
<b>Award Amount:</b>	

Week Number	Week Ending	Journeyworker			Apprentice			Laborer			Chicago Residents
		Total	Minority	Female	Total	Minority	Female	Total	Minority	Female	
<b>TOTALS</b>											

Note: The Contract's General Conditions require that this "Pay Period Canvass Report" be submitted by the Contractor for its own firm and all of its subcontractor(s) with each pay request. The report must be completed on a weekly basis for each pay period.

# **EXHIBIT C** **PAYROLL CANVASS SURVEY REPORT**

<b>Contractor:</b>										<table border="1"> <tr> <td rowspan="2">Total Potential Damages</td> <td>EEO</td> <td></td> </tr> <tr> <td>Residency</td> <td></td> </tr> </table>	Total Potential Damages	EEO		Residency	
Total Potential Damages	EEO														
	Residency														
<b>Project Title:</b>															
<b>Specification #:</b>															
<b>Award Amount:</b>															
Contractor	Journeyworker			Apprentice			Laborer			Chicago Residents					
	Total	Minority	Female	Total	Minority	Female	Total	Minority	Female						
<b>TOTALS</b>															

	Journeyworker			Apprentice			Laborer		Chicago Residents
	Minority	Female		Minority	Female		Minority	Female	
GOALS									
ACHIEVED									
DEFICIENCY									
Damages									

## AFFIDAVIT OF UNCOMPLETED WORK

(Complete this form by either typing or using black ink.)

### PART I. WORK UNDER CONTRACT

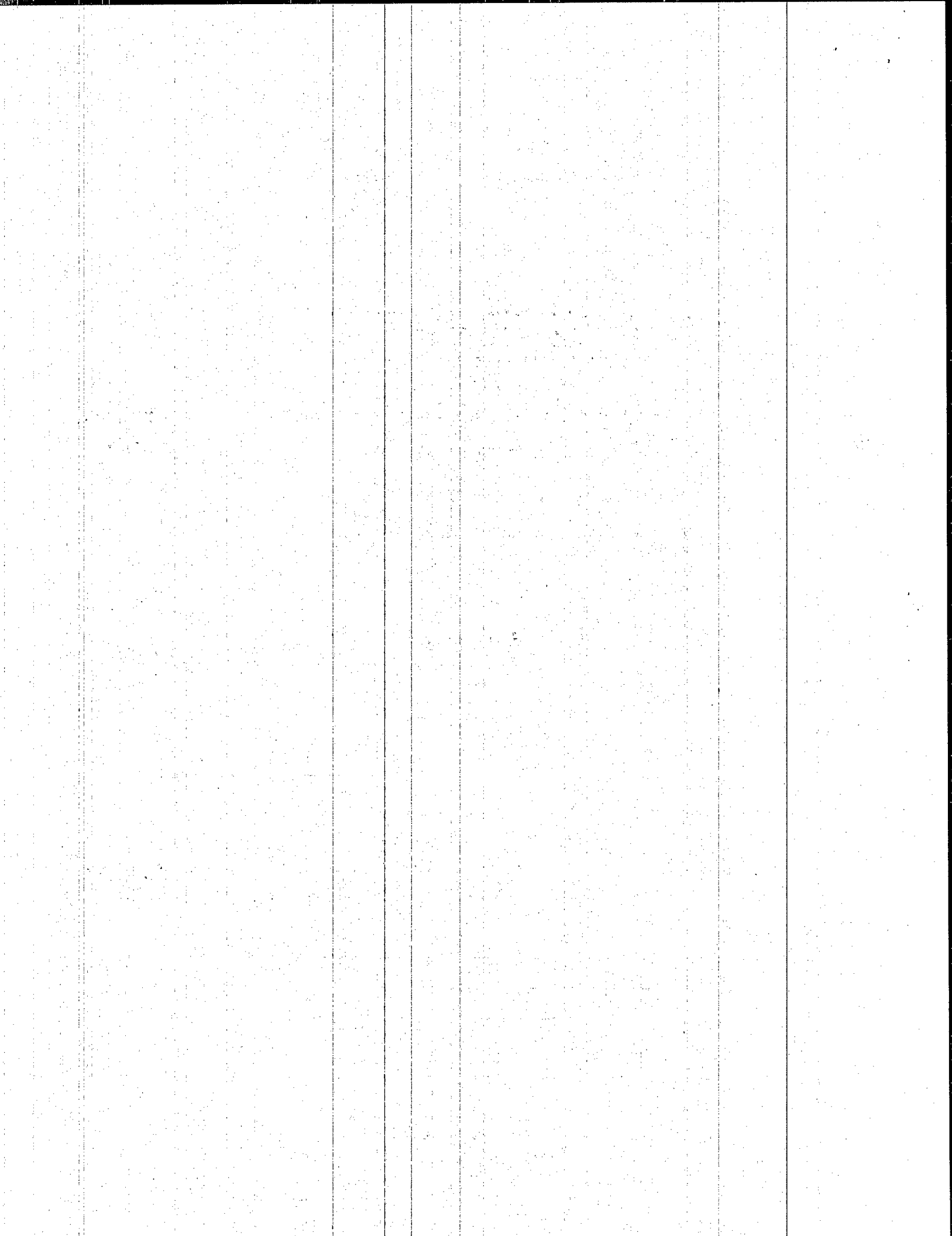
List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending
PROJECT	N. TERM SEWER	SCUC U OF C	CENT DIST WATER 2010	SOUTH DIST WATER 2010		
CONTRACT WITH	CITY OF CHICAGO	TORONTO CONSTRUCTION	CITY OF CHICAGO	CITY OF CHICAGO		
ESTIMATED COMPLETION DATE	7/2010	6/2010	12/2011	12/2011		
TOTAL CONTRACT PRICE	12,026,000	4,850,000	29,319,212	30,892,979		TOTAL 77,088,191
UNCOMPLETED DOLLAR VALUE	1,500,000	2,800,000	29,319,212	30,892,979		64,512,191

### 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		1,800,000				1,800,000
PCC BASE, C&G PAVING			3,000,000	3,000,000		6,000,000
BIT CONCRETE PAVING						
STABILIZED BASE (BAM, CAM, PAM)						
AGGREGATE BASE AND FILL						
FOUNDATION (CAISSON & PILE)						
HIGHWAY STRUCTURES						
SEWER & DRAIN STRUCTURES	1,300,000		21,182,542	22,677,309		45,159,851
PAINTING						
PAVEMENT MARKING						
SIGNING						
LANDSCAPING						
DEMOLITION						
FENCING						



## 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	BIGANE PAVING CO	MECHANICAL INC	SANONCE CONST SERVICES	SANONCE CONST SERVICES	
TYPE OF WORK	BIT PAVING	STEAM PIPING	BIT PAVING	BIT PAVING	
SUBCONTRACT PRICE	470,890	2,000,000	3,602,000	3,681,000	
AMOUNT UNCOMPLETED	100,000	1,000,000	3,602,000	3,681,000	
SUBCONTRACTOR	REYES GROUP		D+B CONSTRUCTION	D+B CONSTRUCTION	
TYPE OF WORK	STRUCT CONC		CONCRETE	CONCRETE	
SUBCONTRACT PRICE	841,250		1,233,870	1,233,870	
AMOUNT UNCOMPLETED	700,000		1,233,870	1,233,870	
SUBCONTRACTOR			MILLENNIUM REST	MILLENNIUM REST	
TYPE OF WORK			T.V. INSPECTION	T.V. INSPECTION	
SUBCONTRACT PRICE			200,000	200,000	
AMOUNT UNCOMPLETED			200,000	200,000	
SUBCONTRACTOR			HIGHWAY SAFETY	HIGHWAY SAFETY	
TYPE OF WORK			TRAFFIC PROT	TRAFFIC PROT	
SUBCONTRACT PRICE			100,800	100,800	
AMOUNT UNCOMPLETED			100,800	100,800	



# 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.

Signed



Company

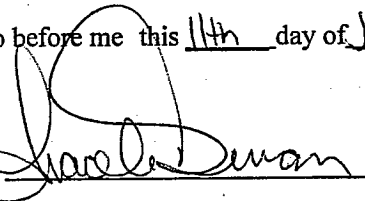
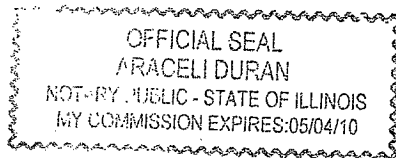
RELIABLE CONTRACTING & EQUIPMENT CO

Address

333 N OGDEN AV CHICAGO, IL

Subscribed and sworn to before me this 11th day of January 2010

My commission expires





PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received Specification No. 75854 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), #1 10-26-09 and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

NAME OF CORPORATION: RELIABLE CONTRACTING AND EQUIP. CO  
(Print or Type)

SIGNATURE OF PRESIDENT\*: [Signature]  
(Or Authorized Officer) (Signature)

TITLE OF SIGNATORY: PRESIDENT  
(Print or Type)

BUSINESS ADDRESS: 333 N. OGDEN AVE. CHICAGO, IL 60607  
(Print or Type)

\*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: [Signature]  
(Corporate Secretary Signature)  
(Affix Corporate Seal)

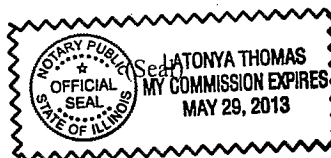
State of IL

County of COOK

This instrument was acknowledged before me on this 12 day of NOV, 2009 by LINVAL J. CHONG as President (or other authorized officer) and MARK KIEFFER as Secretary of Reliable Contracting & Equip Co (Corporation Name).

[Signature]  
Notary Public Signature

Commission Expires: \_\_\_\_\_



## PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received Specification No. \_\_\_\_\_ 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.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

**BUSINESS NAME:** \_\_\_\_\_  
(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 \_\_\_\_\_

Subscribed and sworn to before me by each of the foregoing individuals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

Notary Public Signature \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

## PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received **Specification No.** \_\_\_\_\_ 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.

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.

**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 \_\_\_\_\_

Subscribed and sworn to before me by each of the foregoing individuals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

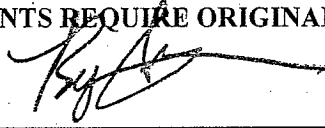
### Schedule C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier

**NOTICE:**

If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.

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.

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**



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

Byam Alexander, Vice-President of Sewer Services

Name/Title (Print)

11/15/09

Date

(773) 255-4443

Phone

Revised 07/29/04

## IEPA Provisoins

EPA Project Control #: \_\_\_\_\_

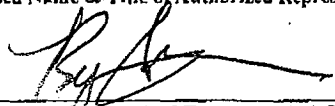
United States Environmental Protection Agency  
Washington, DC 20460**Certification Regarding Debarment, Suspension and Other Responsibility Matters (Page 1 of 2)**

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.

Brian Alexander VP of Sewer Services  
(Typed Name & Title of Authorized Representative)

  
(Signature of Authorized Representative) (Date)

11/15/09

☐ I am unable to certify the above statements. My explanation is attached.  
EPA Form 5700-49 (11-88)

## U.S. ENVIRONMENTAL PROTECTION AGENCY

## 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.

**SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier****NORTH DISTRICT**Project Name: WATERMAIN CONSTRUCTIONSpecification Number: 75254From: Highway Safety Corp

(Name of MBE/WBE Firm)

To: RELIABLE CONTRACTING and the City of Chicago:

(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, 4-1-07 to 4-1-10.

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

Pay Item No. / Description	Quantity / Unit Price	Total
<u>101/2 TRAFFIC CONTROL PERSONNEL</u>	<u>14 EAC @ 1600</u>	<u>22400</u>
<u>101/2 TRAFFIC CONTROL MATERIAL</u>	<u>28 EAC @ 2800</u>	<u>78400</u>
Sub (or Grand) Total:		<u>\$ 100800</u>

Partial Pay Items

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Grand Total: \$ 100800

If more space is required to fully describe the MBE's or WBE's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE's or WBE's subcontract that will be subcontracted to non-MBE/WBE contractors.

Revised 07/29/04

0 % of the dollar value of the MBE/WBE's subcontract that will be subcontracted to MBE/WBE contractors.



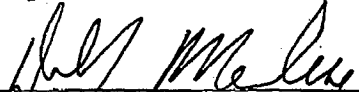
**Schedule C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier**

**NOTICE:**

If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.

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.

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

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

Daniel J Melero - President  
Name / Title (Print)

11-16-09  
Date

630 620-7747  
Phone



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

July 9, 2009

Ruben Melesio, President  
**Highway Safety Corporation**  
1756 Addison Armitage Court  
Addison, Illinois 60101

Annual Certificate Expires:  
Vendor Number:

April 1, 2010  
379620

Dear Mr. Melesio:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **April 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 1, 2010**.

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

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

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

**Manufacturer, Sale and Rental of Traffic Control and Protection Equipment**

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

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

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

MH/ds

**IL UCP HOST: IDOT**



## U.S. ENVIRONMENTAL PROTECTION AGENCY

## 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.

## IEPA Provisoins

EPA Project Control #: \_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

## Certification Regarding Debarment, Suspension and Other Responsibility Matters (Page 1 of 2)

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.

Daniel J. Melero - President  
(Typed Name & Title of Authorized Representative)

[Signature]  
(Signature of Authorized Representative) (Date)

☐ I am unable to certify the above statements. My explanation is attached.  
EPA Form 3700-49 (11-88)

**SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier**

Project Name: NORTH DISTRICT WATER

Specification Number: 75854

From: AZTECA SUPPLY  
(Name of MBE/WBE Firm)

To: RELIABLE CONTRACTING and the City of Chicago:  
(Name of Prime Contractor)  
AND EQUIP CO.

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, \_\_\_\_\_ to \_\_\_\_\_

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

Pay Item No. / Description	Quantity / Unit Price	Total
<u>120a 8" WATERMAIN</u>	<u>37000 LF @ 18</u>	<u>666000</u>
<u>120b 12" WATERMAIN</u>	<u>20000 LF @ 28</u>	<u>560000</u>
<u>120c 16" WATERMAIN</u>	<u>47054 LF @ 37</u>	<u>174085</u>
Sub (or Grand) Total:		<u>\$ 1,430,085 x 60%</u>

**Partial Pay Items.**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

PROVIDE PIPING  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grand Total: \$ 840051

If more space is required to fully describe the MBE's or WBE's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

**SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE's or WBE's subcontract that will be subcontracted to non-MBE/WBE contractors.

Revised 07/29/04

0 % of the dollar value of the MBE/WBE's subcontract that will be subcontracted to MBE/WBE contractors.

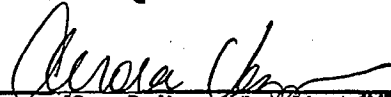
**Schedule C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier**

**NOTICE:**

If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.

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.

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

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

Aurora Vargas, President  
Name/Title (Print)

11/16/09  
Date

773-847-9118  
Phone

Revised 06/29/2009



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

December 2, 2009

Aurora Venegas  
Azteca Supply Company  
600 W. 41st St.,  
Chicago, IL 60609

Via U.S. Mail and Fax (773- 847-8938)

Dear Ms. Venegas:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting Azteca Supply Company a courtesy extension of your Disadvantaged Business Enterprise (DBE), your Women Business Enterprise (WBE) and your Minority Business Enterprise (MBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for Azteca Supply Company will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your certification renewals. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago  
Office of Compliance  
333 State Street, Suite 540  
Chicago, IL 60604  
Telephone: 312-747-7778  
Email: [Integrity@cityofchicago.com](mailto:Integrity@cityofchicago.com)

Sincerely,

Mary Elliott  
Acting Managing Deputy  
City of Chicago Office of Compliance

**IEPA Provisoins**

EPA Project Control #: \_\_\_\_\_

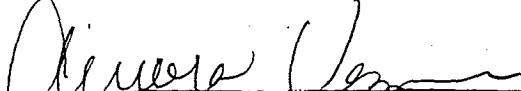
United States Environmental Protection Agency  
Washington, DC 20460**Certification Regarding Debarment, Suspension and Other Responsibility Matters (Page 1 of 2)**

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 bee convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to retain, 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.

Aurora Venegas, President  
(Typed Name & Title of Authorized Representative)

 11/16/09  
(Signature of Authorized Representative) (Date)

☐ I am unable to certify the above statements. My explanation is attached.  
EPA Form 5700-49 (11-88)



## U.S. ENVIRONMENTAL PROTECTION AGENCY

## 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.

**SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier**Project Name: NORTH DISTRICT WATERSpecification Number: 75854From: E. KING CONSTRUCTIONTo: RELIABLE CONTRACTING and the City of Chicago:  
(Name of MBE/WBE Firm)  
(Name of City of Chicago)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, \_\_\_\_\_ to \_\_\_\_\_

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

Pay Item No. / Description	Quantity / Unit Price	Total
<u>120G WATERMAIN-8"</u>		
<u>120L WATERMAIN-12"</u>	<u>17500 CY @ \$2</u>	<u>\$350,000</u>
<u>120C WATERMAIN-16"</u>		

Sub (or Grand) Total: \$ 560,000**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

PROVIDE HAUL AND PUMP  
FOR WATERMAIN CONSTRUCTION
Grand Total: \$ 560,000

If more space is required to fully describe the MBE's or WBE's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

**SUB-SUBCONTRACTING LEVELS**
☒ % of the dollar value of the MBE's or WBE's subcontract that will be subcontracted to non-MBE/WBE contractors.

Revised 07/29/04

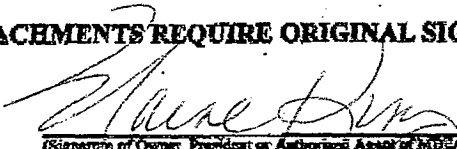
☒ % of the dollar value of the MBE/WBE's subcontract that will be subcontracted to MBE/WBE contractors.

**Schedule C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier****NOTICE:**

If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.

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.

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

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

Elaine King - President  
Name / Title (Print)

12/19/09  
Date

773-284-9800  
Phone

Revised 06/29/2009



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Jamie L. Rhee  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-0010 (FAX)  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

September 23, 2009

Elaine King, President  
E. King Construction Company, Inc.  
3865 West Columbus Avenue  
Chicago, Illinois 60652

Annual Certificate Expires: August 1, 2010  
Vendor Number: 1063959

Dear Ms. King:

Congratulations on your continued eligibility for certification as a MBE/WBE by the City of Chicago. This MBE/WBE certification is valid until **August 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2010**.

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

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

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

**Intrastate Trucking and Hauling**

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

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

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

MH/la

**IL UCP Host: IDOT**



**IEPA Provisions****U.S. ENVIRONMENTAL PROTECTION AGENCY****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.)

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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.

**EPA Provisions**

EPA Project Control #: \_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460**Certification Regarding Debarment, Suspension and Other Responsibility Matters (Page 1 of 2)**

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.

Elaine King - President  
(Typed Name & Title of Authorized Representative)

[Signature]  
(Signature of Authorized Representative) (Date)

☐ I am unable to certify the above statements. My explanation is attached.  
EPA Form 5700-49 (11-88)

## PROPOSAL ACCEPTANCE

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract: \$ 33,625,310.00

Fund Chargeable: 007.0228.0882025.0550.220550.W706.09601070

Richard M. Daley *by 11-14*  
Mayor  
Steve Mc *2/3/10*  
City Comptroller  
Jamie  
Chief Procurement Officer *REB 2/1*

Contract Awarded and Released on

this 3rd day of Feb, 2010

## PROPOSAL ACCEPTANCE

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract: \$ 33,625,310.00

Fund Chargeable: 007.0228.0882025.0550.220550.W706.09601070

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
Chief Procurement Officer

Contract Awarded and Released on

this \_\_\_\_\_ day of \_\_\_\_\_, 20



## PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No.** \_\_\_\_\_ 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.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

**SIGNATURE OF PROPRIETOR:** \_\_\_\_\_

(Signature)

**DOING BUSINESS AS:** \_\_\_\_\_

(Print or Type)

**Business Address:** \_\_\_\_\_

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

**Registration Number:** \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (Name of person).

(Seal)

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

## PROPOSAL ACCEPTANCE

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract: \$ \_\_\_\_\_

Fund Chargeable: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
Chief Procurement Officer

Contract Awarded and Released on

this                      day of

\_\_\_\_\_, 20

Approved as to form and legality

\_\_\_\_\_  
Assistant Corporation Counsel

(REV. 6/30/2000)

## SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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 and/or WBE 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 venturer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

III. Name of MBE/WBE venturer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE and/or WBE 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's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What is the percentage(s) of MBE/WBE ownership of the joint venture?

MBE/WBE ownership percentage(s) \_\_\_\_\_

Non-MBE/WBE ownership percentage(s) \_\_\_\_\_

**SCHEDULE B: MBE/WBE Affidavit of Joint Venture**

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other details as applicable):

Profit and loss sharing: \_\_\_\_\_

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:

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE B: MBE/WBE Affidavit of Joint Venture**

D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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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?

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B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

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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?

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### SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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 firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (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 venturer (number) \_\_\_\_\_ Employed by MBE/WBE 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.

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### SCHEDULE B: MBE/WBE Affidavit of 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 Partner Firm

\_\_\_\_\_  
Name of Non-MBE/WBE 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 Subcontractor or Supplier

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

Specification Number: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

To: \_\_\_\_\_ and the City of Chicago:  
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, \_\_\_\_\_ to \_\_\_\_\_

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

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Sub (or Grand) Total:		\$ _____

### Partial Pay Items.

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

_____
_____
_____
_____

Grand Total: \$ \_\_\_\_\_

If more space is required to fully describe the MBE's or WBE's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

### SUB-SUBCONTRACTING LEVELS

\_\_\_\_\_ % of the dollar value of the MBE's or WBE's subcontract that will be subcontracted to non-MBE/WBE contractors.

Revised 07/29/04

\_\_\_\_\_ % of the dollar value of the MBE/WBE's subcontract that will be subcontracted to MBE/WBE contractors.



### Schedule C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier

**NOTICE:**

If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.

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.

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

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

\_\_\_\_\_  
Name /Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

Revised 06/29/2009

## ATTACHMENT C: LOG OF CONTACTS FOR SOLICITING SUBCONTRACT PARTICIPATION

Use this form or its format to document all contacts regarding the solicitation of subcontractors and suppliers, including responses to telephone calls, letters, faxes electronic mails and advertisements. Duplicate as needed.

Project Name: \_\_\_\_\_ Specification Number: \_\_\_\_\_

Name of MBE or WBE	Date notice sent & method	Scope of work solicited	MBE or WBE written response? If yes, attach.	If MBE or WBE responded, reason agreement was not reached.

PAGE \_\_\_\_ OF \_\_\_\_

## SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier

Project Name: North District Water Main

CDOT Project Number: 10-601

From: Sanchez Construction Services  
(Name of MBE/WBE Firm)

To: Reliable Contracting & Equipment and the City of Chicago:  
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, 5/14/2004 to 6/30/10 for a period of five years.

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

Item	Description	Unit	Qty	Unit Price	Total
240a	HMA Surf Re (Cold Milling), up to 1.75"	SY	125,000	\$4.60	\$575,000.00
240b	HMA Surf Removal (Cold Milling), 1.75" up to 3"	SY	50,000	\$5.05	\$252,500.00
240c	HMA Surf & Conc. Pav Rem (Combo) 3" and under	SY	35,000	\$5.05	\$176,750.00
241a	HMA - Temporary Surfacing (Hand method)	ton	800	\$177.50	\$142,000.00
241b	HMA Surface Course, Mix C, N30	ton	4,000	\$100.00	\$400,000.00
241c	HMA Surface Course, Mix C, N50	ton	5,000	\$102.50	\$512,500.00
241d	HMA Surface Course, Mix D, N70	ton	7,500	\$103.45	\$775,875.00
241e	Poly, HMA Surface Course, Mix E, N90	ton	2,000	\$125.10	\$250,200.00
241f	HMA Binder Course, IL-19, N50	ton	1,100	\$89.50	\$98,450.00
241g	HMA Binder Course, IL-19, N70	ton	1,600	\$91.35	\$146,160.00
241h	Poly, HMA Binder Course, IL-19, N90	ton	400	\$98.00	\$39,200.00
241i	Cold Patch - Temporary Surfacing	ton	500	\$185.00	\$92,500.00
241j	HMA Leveling Binder (machine), N30	ton	750	\$97.25	\$72,937.50
241k	HMA Leveling Binder (machine), N50	ton	750	\$99.80	\$74,850.00
241l	HMA Leveling Binder (machine), N70	ton	1,000	\$100.85	\$100,850.00
241m	Poly, Leveling Binder (machine), IL-4.75, N50	ton	400	\$123.95	\$49,580.00
241n	HMA - Surface Course (Hand method)	ton	200	\$177.50	\$35,500.00
250	Speed Hump	LF	500	\$172.50	\$86,250.00
(Sub) or Grand Total:					<u><b>\$3,881,102.50</b></u>

**Partial Pay Items:**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

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**GRAND TOTAL:**

If more space is required to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

**Sub-Subcontracting Levels**

  0   % of the dollar value of the MBE/WBE's subcontract will be sublet to non-MBE/WBE contractors.

**Schedule C: Letter of Intent to Perform as Subcontractor or Supplier**

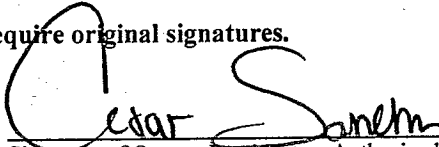
  0   % of the dollar value of the MBE/WBE's subcontract will be sublet to MBE/WBE contractors.

**Notice:**

If any of the MBE/WBE's scope of work will be subcontracted, attach to this schedule a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be sub-subcontracting any of the work listed or attached to this schedule.

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

**Notice:** This schedule and attachments require original signatures.



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

Cesar Sanchez / President  
Name/Title (Print)

11/16/09  
Date

773-254-1077  
Phone

## IEPA Provisions

EPA Project Control #: \_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

### Certification Regarding Debarment, Suspension and Other Responsibility Matters (Page 1 of 2)

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 retain, 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.

CESAR SANCHEZ PRESIDENT  
(Typed Name & Title of Authorized Representative)

Cesar Sanchez 11/16/09  
(Signature of Authorized Representative) (Date)

☐ I am unable to certify the above statements. My explanation is attached.  
EPA Form 5700-49 (11-88)

U.S. ENVIRONMENTAL PROTECTION AGENCY

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.

Cesar Sanchez 11/16/09  
Signature Date

CEsar SANCHEZ PRESIDENT  
Name and Title of Signer (Please type)

SANCHEZ CONSTRUCTION SERVICES  
Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NORTH DISTRICT**

# WATERMAN CONSTRUCTION

75854

(Name of ~~MR~~ ~~WIFE~~ ~~Friend~~)

**Name of Prison Community**

Oct 8, 2008 to Nov 1 2013

**the project/contract:**

**Sub (or Grand) Total:** \$ 1,235,870

### Partial Pay Items.

**amount(s):**

**Grand Total: \$**\_\_\_\_\_

**schedule, attach additional sheets as necessary.**

## SUB-SUBCONTRACTING LEVELS

 $\phi$ 

**MBE/WBE contractors.**

**Revised 07/29/04**

Q

**contractors.**

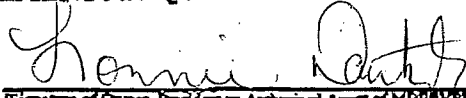
**Schedule C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier**

**NOTICE:**

If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.

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.

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**



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

Lonnie Dantzler, President

Name/Title (Print)

November 16, 2009

Date

773-874-7559

Phone

Revised 06/29/2009



## IEPA Provisions

EPA Project Control #: \_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

### Certification Regarding Debarment, Suspension and Other Responsibility Matters (Page 1 of 2)

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.

Lonnie Dantzler, President

(Typed Name & Title of Authorized Representative)

Lonnie Dantzler President November 16, 2009

(Signature of Authorized Representative) (Date)

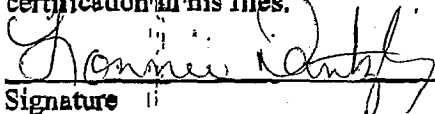
☐ I am unable to certify the above statements. My explanation is attached.  
EPA Form 5700-49 (11-88)

U.S. ENVIRONMENTAL PROTECTION AGENCY

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

November 16, 2009

Date

Lonnie Dantzler, President

Name and Title of Signer

(Please type)

D and B Construction

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier**

Project Name: NORTH DISTRICT  
WATERMAN CONSTRUCTION

Specification Number: 75854

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

To: RELIABLE CONTRACTING and the City of Chicago:  
AND EQUIP CO.  
(Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, \_\_\_\_\_ to \_\_\_\_\_

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

Pay Item No. / Description	Quantity / Unit Price	Total
120A WATER MAIN-8"		
120B WATER MAIN-12"		
120C WATER MAIN-16"	84375 cu y @ \$2	2,700,000
120D WATER MAIN-24"		
120E WATER MAIN-36"		
	Sub (or Grand) Total:	\$ 2,700,000

Partial Pay Items.

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

PROVIDE HAUL AND DUMP  
FOR WATERMAIN

Grand Total: \$ 2,700,000

If more space is required to fully describe the MBE's or WBE's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE's or WBE's subcontract that will be subcontracted to non-MBE/WBE contractors.

Revised 07/29/04

0 % of the dollar value of the MBE/WBE's subcontract that will be subcontracted to MBE/WBE contractors.

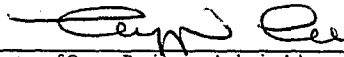
**Schedule C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier**

**NOTICE:**

If any of the MBE's or WBE's scope of work will be subcontracted, attach a brief explanation, description and pay item number of the work that will be subcontracted. A zero (0) must be shown in each blank if the MBE/WBE will not be subcontracting any of the work listed or attached to this schedule.

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.

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**



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

Takyoung Lee pres.  
Name / Title (Print)

11/12/09  
Date

(821) 526-6705  
Phone

Revised 06/29/2009

## IEPA Provisoins

EPA Project Control #: \_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

### Certification Regarding Debarment, Suspension and Other Responsibility Matters (Page 1 of 2)

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 bee convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to retain, 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.

Tatyung Lee Pres.  
(Typed Name & Title of Authorized Representative)

[Signature] 11/12/09  
(Signature of Authorized Representative) (Date)

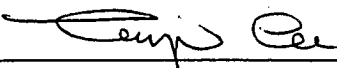
☐ I am unable to certify the above statements. My explanation is attached.  
EPA Form 5700-49 (11-88)

U.S. ENVIRONMENTAL PROTECTION AGENCY

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.)

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 11/12/09  
Signature Date

Takyung Lee  
Name and Title of Signer (Please type)

Orient Express Service Co.  
Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**SCHEDULE C: MBE/WBE Letter of Intent to Perform as Subcontractor or Supplier**

Project Name: NORTH DISTRICT  
WATER MAIN CONSTRUCTION

Specification Number: 75E54

From: Millenium Restoration & Construction, Inc.  
(Name of MBE/WBE Firm)

To: Reliable Contracting & Equipment Co. and the City of Chicago:  
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached Certification Letter from the City of Chicago, effective, October 12, 2008 to November 1, 2013

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

Pay Item No. / Description	Quantity / Unit Price	Total
<u>102 Technical Inspection of Sewer</u>	<u>20000 @ 2.50</u>	<u>\$ 200,000</u>
	Sub (or Grand) Total:	<u>\$ 200,000</u>

Partial Pay Items.

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grand Total: \$ \_\_\_\_\_

If more space is required to fully describe the MBE's or WBE's proposed scope of work and/or payment schedule, attach additional sheets as necessary.

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE's or WBE's subcontract that will be subcontracted to non-MBE/WBE contractors.

Revised 07/29/04

0 % of the dollar value of the MBE/WBE's subcontract that will be subcontracted to MBE/WBE contractors.

# SCHEDULE D: COMPLIANCE PLAN REGARDING MBE AND WBE UTILIZATION

Must be submitted with the bid. Failure to submit the Schedule D will cause the bid to be rejected.  
Duplicate as needed.

Project Name: NORTH DISTRICT WATER  
Specification No: 75854

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the  
PRESIDENT and duly authorized representative of

(Title of Affiant)  
RELIABLE CONTRACTING AND EQUIP CO  
(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in and submitted with the attached Schedule C regarding Minority Business Enterprise and Women Business Enterprise (MBE/WBE) to perform as subcontractor,. All MBEs and WBEs must be certified with the City of Chicago in the area(s) of specialty listed.

Name of MBE or WBE	Type of Work to be Performed in accordance with Schedule Cs	(a) MBE Participation in dollars and percentage	(b) WBE Participation in dollars and percentage
SANJHEZ CONSTRUCTION SERVICES	BIT CONC. PAVING	\$ 3,881,102.50	\$
D AND B CONSTRUCTION	CONCRETE WORK	\$ 1,233,870	\$
ORIENT EXPRESS SERVICE	HAUL / DUMP	\$ 2,700,000	\$
MILLENIUM RESTORATION + CONSTR	SEWER CLEAN / TELEVISE	\$ 200,000	\$
HIGHWAY SAFETY	TRAFFIC CONTROL	\$ 100,800	\$
AZTECA SUPPLY	PIPE MATERIAL	\$	\$ 840051
E. KING CONSTRUCTION	HAUL / DUMP	\$	\$ 560000
		\$	\$
		\$	\$
		\$	\$

Total MBE Participation \$ 8,115,772.50 Total MBE % 24  
Total WBE Participation \$ 1,400,051 Total WBE % 4  
Total Bid: \$ 33,625,310

Revised 06/29/2009



Schedule D

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.

Reliable Contracting & Equip Co  
(Name of Prime Contractor - Print or Type)

(Signature)

LINVAL J. CHUNG President  
(Name/Title of Affiant) - Print or Type)

12-21-09

(Date)

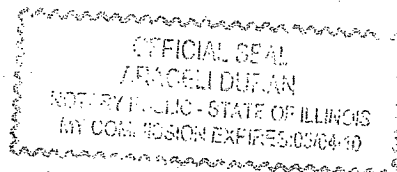
On this 21<sup>st</sup> day of DECEMBER, 20 09,  
the above signed officer, LINVAL J. CHUNG  
(Name of Affiant)

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.

[Signature]  
Notary Public Signature

Seal



Commission Expires: 5/4/10

# Schedule F

Company Name SANCHEZ CONSTRUCTION SERVICES  
 Business Address 4335 S. WESTERN BLVD. CHICAGO, IL. 60609  
 Contact Person GARRETT WOODWARD  
 Date of contact 10.21-09  
 Method of contact PHONE  
 Response to solicitation YES  
 Type of Work Solicited ASPHALT/CONCRETE  
 Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Date of contact \_\_\_\_\_  
 Method of contact \_\_\_\_\_  
 Response to solicitation \_\_\_\_\_  
 Type of Work Solicited \_\_\_\_\_  
 Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Date of contact \_\_\_\_\_  
 Method of contact \_\_\_\_\_  
 Response to solicitation \_\_\_\_\_  
 Type of Work Solicited \_\_\_\_\_  
 Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Date of contact \_\_\_\_\_  
 Method of contact \_\_\_\_\_  
 Response to solicitation \_\_\_\_\_  
 Type of Work Solicited \_\_\_\_\_  
 Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Date of contact \_\_\_\_\_  
 Method of contact \_\_\_\_\_  
 Response to solicitation \_\_\_\_\_  
 Type of Work Solicited \_\_\_\_\_  
 Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Schedule F

Company Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Date of contact \_\_\_\_\_  
Method of contact \_\_\_\_\_  
Response to solicitation \_\_\_\_\_  
Type of Work Solicited \_\_\_\_\_  
Please circle classification: MBE Certified WBE Certified MBE & WBE 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.

RELIABLE CONTRACTING & EQUIP Co

(Name of Prime Contractor - Print or Type)

(Signature)

LINVAL J. CHUNG, Pres.

(Name/Title of Affiant) - Print or Type)

11-12-09

(Date)

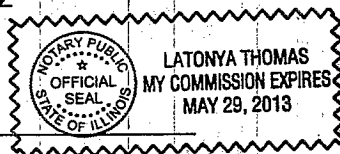
On this 12<sup>th</sup> day of NOVEMBER, 2009,

the above signed officer, LINVAL J. CHUNG,  
(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.

Latonya Thomas  
Notary Public Signature



Seal

Commission Expires: \_\_\_\_\_  
06/29/2009

**SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS  
TO UTILIZE MBES AND WBES ON CONSTRUCTION CONTRACT**

Project Name: NORTH DISTRICT WATERMAIN  
Specification # 75854

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.

The following is documentation and explanation of the bidder's Good Faith Efforts to meet the contract specific goals as described in the Schedule D Good Faith Efforts Checklist. 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 and Women 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 and/or WBE 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 and WBES 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 and WBES.**

— Provided timely and adequate information about the plan, specifications and requirements of the contract.

**Attach copies of contract information provided to MBES and WBES.**

— Advertised the contract opportunities in media and other venues oriented toward MBES and WBES.

**Attach copies of advertisements.**

— Negotiated in good faith with interested MBES or WBES that have submitted bids and thoroughly investigated their capabilities.

**Attach Attachment C, Log of Contacts.**

— Selected those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation.

**Describe selection of scopes of work solicited from MBES and WBES and efforts to break out work items.**

## Schedule H

\_\_\_\_ Made efforts to assist interested MBEs or WBEs 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 or WBEs 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 or WBEs as listed on Attachment A to the Special Conditions.  
**Describe efforts to use agencies listed on Attachment A.**


## Schedule H

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 (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 and Women Business Enterprises (MBE/WBEs) 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/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTAL AMOUNT PAID TO MBEs TO DATE: \$ \_\_\_\_\_  
 TOTAL AMOUNT PAID TO WBEs 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)



## City of Chicago Economic Disclosure Statement

### INSTRUCTIONS FOR COMPLETING CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

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

For purposes of this EDS:

**"Applicant"** means any entity or person making an application to the City for action requiring City Council or other City agency approval.

**"Disclosing Party"** means any entity or person submitting an EDS.

**"Entity" or "Legal Entity"** means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

**"Person"** means a human being.

#### WHO MUST SUBMIT AN EDS:

An EDS must be submitted in any of the following three circumstances:

1. 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.
2. Entities holding an interest: Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
3. Controlling entities: Whenever a legal entity directly or indirectly controls the Applicant, each such controlling legal entity must file an EDS on its own behalf.

Ver. 11-02-05

**AFFIDAVIT OF CHICAGO BUSINESS**

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Affidavit of Chicago Business is Not Required for This Contract  
in Order to Conform to IEPA Loan Requirements

**CONTRACTOR'S AFFIDAVIT REGARDING REMOVAL OF ALL WASTE MATERIALS  
AND IDENTIFICATION OF ALL LEGAL DUMP SITES**

Contractor to show here the name and location of the ultimate disposal site he/she is proposing to use for the subject project:

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

CLEAN CONSTRUCTION EXCAVATION

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

RELIABLE MATERIAL LYONS LLC

(The Contractor must provide to the commissioner of his/her designated representative with copies of all dump tickets, manifests, etc.)

LOCATION ADDRESS: 4401 S. FIRST AVE LYONS, IL. 60534

PHONE: ( 708 ) 447-1100

CONTACT PERSON: SAM APRILE

Disposal site submitted shall be of sufficient capacity as to insure acceptance of the volume of Construction and/or Demolition Debris received for the period of this contract. These disposal sites must meet all zoning and other requirements that may be necessary.

If requested by the Chief Procurement Officer, the Contractor shall submit copies of all contractual agreements, sanitary landfill permits and/or licenses for these disposal site(s) proposed by the Contractor.

(Revised 6/29/2009)



## 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."

## CONTRACTORS 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.

Sealed with our seals and dated this                      day of                      A.D., 2000

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,

SPECIMEN

The said contract is incorporated herein 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, judgments, cost 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 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 Chief Procurement Officer, 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 Chief Procurement Officer shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each 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 ability 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



### **Contractors Performance & Payment Bond**

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 judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, cost 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 in anywise result from any injuries to, or death of any person, or damage to any real or personal property, arising 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 judgment thereon, render 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 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 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.

### Contractors Performance & Payment Bond

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 change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved \_\_\_\_\_, 20 \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Chief Procurement Officer (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Approved as to form and legality: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Assistant Corporation Counsel (Seal)

US Dept. Labor - Davis Bacon Wage Rates  
<http://www.gpo.gov/davisbacon/allstates.html>

GENERAL DECISION: IL20080020 08/28/2009 IL20

Date: August 28, 2009

General Decision Number: IL20080020 08/28/2009

Superseded General Decision Number: IL20070020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape,  
Highway Landscape and Residential Landscape

BUILDING CONSTRUCTION (LANDSCAPE WORK):

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane,  
Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock  
Island, Tazewell, Will, Winnebago and Woodford Counties in  
Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY  
CONSTRUCTION PROJECTS.

Modification Number	Publication Date
0	02/08/2008
1	05/02/2008
2	06/06/2008
3	07/04/2008
4	07/25/2008
5	11/21/2008
6	11/28/2008
7	05/22/2009
8	06/19/2009
9	07/10/2009
10	07/17/2009
11	07/24/2009
12	08/28/2009

ENGI0150-013 01/01/2008

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The  
landscape work for the Landscape Equipment Operator excludes  
the preparation of sub-grade prior to application of finish  
landscape materials and the utilization of any equipment over  
one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND  
WILL COUNTIES

Rates

Fringes

Landscape Worker (Includes  
Angle Dozer, Small; Bobcat  
and other similar type  
machines, 1 cu yd or less;  
Chipping Machine; Combination

Backhoe and Front End Loader  
 1 cu yd or less; Fork Lift  
 Truck; Hi-Reach and  
 High-Ranger; Hydraulic Boom  
 with Clam; Log Skidder; Straw  
 Blower and Seeder; Stump  
 Machine; Tractors, Crawlers,  
 Rubber Tire Tractors,  
 Highlift Shovels or Front End  
 Loaders 1 cu yd or less; Tree  
 Spades, all; Utility Tractor  
 and attachments, and Rubber  
 Tire Front End loader or  
 similar machine of 1 to 1.5  
 cu yd solely used for  
 placement of large decorative  
 boulders, trees with balled  
 soil, and other decorative  
 landscape material too large  
 to be accommodated in a 1 cu  
 yd bucket. All other  
 equipment utilized for  
 performing landscape work,  
 tree trimming or removal of  
 stumps, and to install plants;  
 transport trees; excavate  
 plant pits; place soil and  
 other landscape materials;  
 and apply finish landscape  
 material on subgrade prepared  
 by others).....\$ 23.00      1.65+A+B+C

FOOTNOTE:

A. Health and Welfare contribution is \$810.00 per month effective January 1, 2007 and \$895.00 per month effective January 1, 2008.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day are provided the employee if they work their regularly scheduled work day immediately preceding and the regularly work day immediately succeeding the occurrence of the holiday.

C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Employees who have been paid for not less than twelve hundred (1200) straight time hours since their most recent anniversary date of hire at vacation time will be deemed to have worked one full season. All employees who have been in the employ of their Employer for three (3) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to two (2) weeks of paid vacation. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall be entitled to three (3) weeks of paid vacation.

-----  
 ENG10150-023 01/01/2008

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

Rates

Fringes

Laborer: Landscape Equipment Operator

Includes the following:  
 Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger; Hydraulic Boom with Clam; Log Skidder; Stt raw Blower and Seeder; Stump Machine; Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others.....\$ 23.00

1.65+A+B+C

FOOTNOTE:

A. Health and Welfare contribution of 735.00 per month

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day are provided the employee if they work their regularly scheduled work day immediately preceding and the regularly

work day immediately succeeding the occurrence of the holiday.

C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Employees who have been paid for not less than twelve hundred (1200) straight time hours since their most recent anniversary date of hire at vacation time will be deemed to have worked one full season. All employees who have been in the employ of their employer for three (3) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to two (2) weeks of paid vacation. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall be entitled to three (3) weeks of paid vacation.

LABO0032-004 05/01/2009

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 27.66	18.50

LABO0362-003 05/01/2009

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 27.65	14.67

LABO0751-004 05/01/2009

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 29.36	17.09

LABO0852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 21.94	12.79

LABO0996-004 05/01/2009

HIGHWAY CONSTRUCTION

PEORIA, TAZEVELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 27.97	14.35

SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
Laborers:		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, & WILL COUNTIES		
LANDSCAPE LABORERS.....	\$ 7.25	
COOK COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.80	1.82
DE KALB COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26
DU PAGE COUNTY		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.04	1.16
GRUNDY, LAKE & WILL COUNTIES		
LANDSCAPE DRIVER 2 & 3 Axles.....	\$ 11.86	2.81
LANDSCAPE PLANTSMAN.....	\$ 12.00	3.32

SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

	Rates	Fringes
Laborers:		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES:		
LANDSCAPE DRIVER, 2 & 3 AXLES.....	\$ 11.94	2.42
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 13.11	3.01
LANDSCAPE PLANTSMAN.....	\$ 9.73	2.05
COOK COUNTY:		
LANDSCAPE DRIVER, 2 & 3 AXLES.....	\$ 9.93	1.89
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 10.98	2.12
LANDSCAPE PLANTSMAN.....	\$ 10.08	2.06
DE KALB COUNTY:		
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26
DU PAGE COUNTY:		
LANDSCAPE DRIVER, 2 & 3 AXLES.....	\$ 8.32	1.02

LANDSCAPE LABORERS.....\$ 7.25  
 LANDSCAPE OPERATORS.....\$ 10.75  
 LANDSCAPE PLANTSMAN.....\$ 10.65

SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
Laborers:		
DE KALB COUNTY		
LANDSCAPE LABORERS.....\$	7.25	
LANDSCAPE OPERATORS.....\$	7.25	
LANDSCAPE PLANTSMAN.....\$	9.66	.26
KANKAKEE COUNTY:		
LANDSCAPE DRIVER.....\$	8.75	.17
LANDSCAPE OPERATOR.....\$	16.57	3.56
PEORIA, TAZEWELL, & WOODFORD COUNTIES:		
TRUCK DRIVERS 2 & 3 AXLES..\$	17.58	5.88

TEAM0065-005 05/01/2009

MCLEAN COUNTY (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County), OGLE (South of Route 72/West of Route 251), PEORIA, TAZEWELL, and WOODFORD (All except Northeast corner East of Route 51/251 & South of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....\$	28.488	13.33+a
Group 2.....\$	28.888	13.33+a
Group 3.....\$	29.088	13.33+a
Group 4.....\$	29.338	13.33+a
Group 5.....\$	30.088	13.33+a

FOOTNOTE: a. \$151.90 per week

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.



GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

\* TEAM0179-004 06/01/2008

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 35.65	6.25+a
4 AXLES.....	\$ 35.80	6.25+a
5 AXLES.....	\$ 36.00	6.25+a
6 AXLES.....	\$ 36.20	6.25+a
All Lowboy Trucks.....	\$ 37.20	6.25+a

FOOTNOTE: a. \$181.00 per week.

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

#### CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or

more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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\* TEAM0179-008 06/01/2008

KANKAKEE COUNTY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles.....	\$ 33.12	7.90+a
4 axles.....	\$ 33.32	7.90+a
5 axles.....	\$ 33.52	7.90+a
6 axles.....	\$ 33.67	7.90+a

FOOTNOTE: a. \$217.60 per week.

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or

more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

\* TEAM0301-001 06/01/2008

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.20	.15+a
4 AXLES.....	\$ 32.35	.15+a
5 AXLES.....	\$ 32.50	.15+a
6 AXLES.....	\$ 32.75	.15+a

FOOTNOTE: a. \$448.00 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

#### CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump

Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;  
 Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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 \* TEAM0325-004 06/01/2009

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 31.86	14.07
4 Axles.....	\$ 32.01	14.07
5 Axles.....	\$ 32.21	14.07
6 Axles.....	\$ 32.32	14.07

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers;  
 Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers  
 Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation

Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

\*Mechanic\*Truck Welder and Truck Painter; \*Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

\* TEAM0330-004 06/01/2008

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.55	.15+a
4 AXLES.....	\$ 32.70	.15+a
5 AXLES.....	\$ 32.90	.15+a
6 AXLES.....	\$ 33.10	.15+a

FOOTNOTE: a. \$434.00 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

#### CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7

yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0371-004 05/01/2009

HENRY and ROCK ISLAND COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 28.605	13.50+a
Group 2.....	\$ 29.005	13.50+a
Group 3.....	\$ 29.205	13.50+a
Group 4.....	\$ 29.455	13.50+a
Group 5.....	\$ 30.205	13.50+a

FOOTNOTE: a. \$31.40 per day

#### CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

\* TEAM0673-003 06/01/2008

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 32.55	.15+a
4 AXLES.....	\$ 32.70	.15+a
5 AXLES.....	\$ 32.90	.15+a
6 AXLES.....	\$ 33.10	.15+a

FOOTNOTE: a. \$434.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

#### CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50

feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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\* TEAM0731-001 06/01/2008

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 30.70	12.35
4 Axles.....	\$ 30.95	12.35
5 Axles.....	\$ 31.15	12.35
6 Axles.....	\$ 31.35	12.35

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles



Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

\* TEAM0786-001 06/01/2008

#### COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 31.33	.10+a
4 Axles.....	\$ 31.58	.10+a
5 Axles.....	\$ 31.78	.10+a
6 Axles.....	\$ 31.98	.10+a

#### FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

#### CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or

3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND  
DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of

such familial relationship.

### CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

RELIABLE CONTRACTING & EQUIPMENT  
(Print or type name of Disclosing Party)

Date: 2-1-2010

By:

(Sign here)

LINVAL J. CAUNG

(Print or type name of person signing)

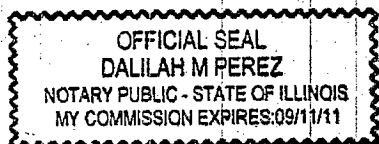
PRESIDENT

(Print or type title of person signing)

Signed and sworn to before me on (date) 2-1-2010, by LINVAL J. CAUNG  
at COOK County, IL (State).

[Signature] Notary Public.

Commission expires: 9-11-11



## City of Chicago Economic Disclosure Statement

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name  (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees  (indicate whether paid or estimated)
<u>SANCHEZ CONSTRUCTION</u>	<u>4335 WESTERN BLVD</u> <u>CHICAGO, IL</u>	<u>SUBCONTRACTOR</u>	<u>3,880,000 EST</u>
<u>D+B CONSTRUCTION</u>	<u>480 W. 76TH ST</u> <u>CHICAGO, IL</u>	<u>SUBCONTRACTOR</u>	<u>1,233,800 EST</u>
<u>MILLENNIUM RESTORATION</u>	<u>2150 S. CANAL PORT</u> <u>CHICAGO, IL</u>	<u>SUBCONTRACTOR</u>	<u>200,000 EST</u>
<u>HIGHWAY SAFETY</u>	<u>1756 W. ARMITAGE</u> <u>ADDISON, IL</u>	<u>SUBCONTRACTOR</u>	<u>100,000 EST</u>

(Add sheets if necessary)

☐ Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

### 1.5 SECTION V -- CERTIFICATIONS

#### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes    ☒ No    ☐ No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes    ☐ No

