

City Use Only	City Use Only	City Use Only
City Vendor No.	Vendor Name	City Contract/PO No.



WATER METER INSTALLATIONS

Specification Number: 412225

Issued by:

CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES

Required for use by:

CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT

Bidder Inquiry Deadline: 4:00 PM Central Time, **June 12, 2019**. Inquiries must be in writing to hugo.zapata@cityofchicago.org.

Pre-Bid Conference: **June 7, 2019** at 2:00 P.M., City Hall, 121 N. La Salle Street, Room 1103, Chicago, IL

Bid Opening Date: **June 28, 2019**

Bid Opening Time: 11:00 AM Central Time

Bid Opening Location: Bid & Bond Room, City Hall, Room 103, 121 N. La Salle Street, Chicago, Illinois 60602

Information: Hugo Zapata-Martínez, Senior Procurement Specialist
Email: hugo.zapata@cityofchicago.org, **Fax:** 312-744-8732, **Phone:** 312-744-1087
DPS Address: City Hall, Room 806, 121 North La Salle Street, Chicago, Illinois 60602
DPS Web: www.cityofchicago.org/procurement and www.cityofchicago.org/bids

Execute and submit one (1) complete original bid package. All signatures to be sworn to before a Notary Public. Bid must be received in the City of Chicago Department of Procurement Services (DPS) Bid & Bond Room no later than the date and time above during regular business hours (8:30 AM to 4:30 PM Central Time). Bids will be read publicly. Bid package must be complete and returned in its entirety. Do not scan or recreate the bid package, the original must be used.

Bid must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, **Water Meter Installations**, the Specification Number, **412225**, the time and date specified for receipt and marked "**Bid Enclosed**". The name, address and phone number of the Bidder must also be clearly printed on the outside of all envelope(s) or package(s).

Submittal Fee:	No	DPS Unit:	Work Services
Performance Bond:	Yes	Reverse Auction:	No
Veteran-Owned Small Local Business and Eligible Joint Ventures Preference	No	Drawings:	None
City Business Preference	No	Exhibits:	Fifteen
Local Manufacture Preference	No	Maps:	None
Mentoring Program Bid Preference	No	Contract Term:	60 Months
Alternative Fuel Vehicle Preference	No	Start Date:	
BEPD Incentive	No	Expiration Date:	
Funding Source:	Non-Federal	Bid Specific Goals:	25% MBE and 5% WBE
Fund Number:	018-OF44-088-2030-1300-220540-13000151 and Various	Expiration Date:	

Lori E. Lightfoot
Mayor

Shannon E. Andrews
Chief Procurement Officer

Table of Contents

BID SUBMITTAL CHECKLIST	1
Article 1. Requirements for Bidding and Instructions to Bidders.....	1
1.1. The Bid Documents	1
1.2. Obtaining the Bid Documents	2
1.2.1. Printed Bid Documents	2
1.2.2. Downloadable Bid Documents	2
1.3. Clarifications and Addenda	2
1.4. Examination of the Bid Documents and Work Site.....	2
1.5. Pre-Bid Conference and Site Visit	3
1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline	3
1.7. Exceptions	3
1.8. Taxes Included in Bid Prices	3
1.9. Bid Prices Must Incorporate All Costs	4
1.10. Completion of the Bid Documents.....	4
1.11. Conflicts of Interest.....	4
1.12. Required Forms and Fees	4
1.12.1. Certificate of Filing for Online EDS.....	4
1.12.2. MBE/WBE Program	4
1.12.3. Bid Deposits and Bid Bonds	5
1.12.4. Performance and Payment Bonds	5
1.12.5. Contractor's Financial Statement	5
1.12.6. Other Required Forms and Documents	6
1.13. Trade Names and Substitutions	6
1.14. Authorized Dealer/Distributor	6
1.15. Estimated Quantities	7
1.16. Submission of Bids	7
1.16.1. Date, Time, and Place	7
1.16.2. Bids Must Be Sealed and Properly Labeled	7
1.16.3. Bidders Are Responsible for Bid Delivery	7
1.16.4. Transparency Website; Trade Secrets	7
1.17. Withdrawal of Bids.....	8
1.18. Bid Opening.....	8
1.19. Effective Term of Bid.....	8
1.20. Evaluation of Bids.....	8
1.20.1. Determination of Responsiveness	8
1.20.1.1. Must Bid All Line Items	8
1.20.1.2. Mathematical Calculations	9
1.20.1.3. Unbalanced Bids.....	9
1.20.1.4. Cash Billing Terms	9
1.20.2. Determination of Responsibility	9
1.20.2.1. Bidder Debts or Defaults.....	9
1.20.2.2. Competency of Bidder	9
1.21. Rejection of Bids and Waiver of Informalities	9
1.21.1. Child Support Arrearage	9
1.21.2. MacBride Principles Ordinance.....	9

1.22.	Consideration of Bids	10
1.23.	Bid Protests	10
1.24.	Award of Contract; Notice of Award.....	10
1.25.	Title VI Solicitation Notice	10
1.26.	Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)..	10
1.27.	Policy Regarding Non-Disclosure of Salary History (section 2-92-385 of the Chicago Municipal Code)	10
Article 2.	Incorporation of Exhibits.....	11
Article 3.	Standard Terms And Conditions	12
3.1.	General Provisions	12
3.1.1.	Definitions.....	12
3.1.2.	Interpretation of Contract	13
3.1.2.1.	Order of Precedence	13
3.1.2.2.	Interpretation and Rules	13
3.1.2.3.	Severability.....	14
3.1.2.4.	Entire Contract	14
3.1.3.	Subcontracting and Assignment	14
3.1.3.1.	No Assignment of Contract	14
3.1.3.2.	Subcontracts	14
3.1.3.3.	No Pledging or Assignment of Contract Funds Without City Approval	15
3.1.3.4.	City's Right to Assign	15
3.1.3.5.	Assigns.....	15
3.1.4.	Contract Governance	15
3.1.4.1.	Governing Law and Jurisdiction	15
3.1.4.2.	Consent to Service of Process	15
3.1.4.3.	Cooperation by Parties and between Contractors	15
3.1.4.4.	No Third Party Beneficiaries	16
3.1.4.5.	Independent Contractor	16
3.1.4.6.	Authority	16
3.1.4.7.	Joint and Several Liability.....	16
3.1.4.8.	Notices	16
3.1.4.9.	Amendments.....	17
3.1.4.10.	No Waiver of Legal Rights	17
3.1.4.11.	Non-appropriation of Funds	17
3.1.4.12.	Participation By Other Government Agencies	17
3.1.5.	Confidentiality.....	18
3.1.6.	Indemnity.....	18
3.1.7.	Non-Liability of Public Officials	19
3.1.8.	Contract Extension Option.....	19
3.2.	Compensation Provisions.....	19
3.2.1.	Ordering, Invoices, and Payment.....	19
3.2.1.1.	Purchase Orders.....	19
3.2.1.2.	Invoices	20
3.2.1.3.	Payment	20
3.2.1.4.	Electronic Ordering and Invoices	20
3.2.1.5.	City Right to Offset.....	20
3.2.1.6.	Records.....	21
3.2.1.7.	Audits	21

3.2.1.7.1.	City's Right to Conduct Audits	21
3.2.1.7.2.	Recovery for Over-Billing	21
3.2.2.	Subcontractor Payment Reports.....	21
3.2.3.	Prompt Payment to Subcontractors	22
3.2.3.1.	Incorporation of Prompt Payment Language in Subcontracts	22
3.2.3.2.	Payment to Subcontractors Within Seven Days	22
3.2.3.2.1.	Reporting Failures to Promptly Pay	22
3.2.3.2.2.	Whistleblower Protection.....	23
3.2.3.3.	Liquidated Damages for Failure to Promptly Pay	23
3.2.3.4.	Action by the City.....	23
3.2.3.5.	Direct Payment to Subcontractors By City.....	23
3.2.4.	General Price Reduction – Automatic Eligibility for General Price Reductions	24
3.3.	Compliance With All Laws.....	24
3.3.1.	General.....	24
3.3.2.	Certification of Compliance with Laws	24
3.3.3.	Federal Affirmative Action.....	24
3.3.4.	Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements	25
3.3.4.1.	Compliance with Federal Nondiscrimination Requirements	25
3.3.4.2.	Non-discrimination	26
3.3.4.3.	Solicitations for Subcontracts, Including Procurements of Materials and Equipment 26	
3.3.4.4.	Information and Reports.....	26
3.3.4.5.	Sanctions for Noncompliance	26
3.3.4.6.	Incorporation of Provisions.....	26
3.3.5.	Other Non-Discrimination Requirements.....	27
3.3.5.1.	Illinois Human Rights Act	27
3.3.5.1.1.	Generally.....	27
3.3.5.1.2.	State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.)	27
3.3.5.1.3.	State of Illinois Equal Employment Opportunity Clause.....	27
3.3.5.2.	Chicago Human Rights Ordinance MCC Ch. 2-160.....	28
3.3.5.3.	City of Chicago Equal Employment Opportunity Goals MCC 2-92-390	28
3.3.5.4.	Business Enterprises Owned by People With Disabilities (BEPD)	29
3.3.6.	Wages	29
3.3.6.1.	Minimum Wage, Mayoral Executive Order 2014-1	29
3.3.6.2.	Living Wage Ordinance	30
3.3.6.3.	Chicago Paid Sick Leave Ordinance	30
3.3.6.4.	Equal Pay.....	30
3.3.6.5.	Davis-Bacon Prevailing Wages	31
3.3.7.	Economic Disclosure Statement and Affidavit and Appendix A ("EDS")	31
3.3.7.1.	Business Relationships With Elected Officials MCC Sect. 2-156-030(b)	31
3.3.7.2.	MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification.....	31
3.3.7.3.	Federal Terrorist (No-Business) List.....	32
3.3.7.4.	Governmental Ethics Ordinance 2-156.....	32
3.3.7.5.	Lobbyists	33
3.3.8.	Restrictions on Business Dealings.....	33
3.3.8.1.	Prohibited Interests in City Contracts.....	33
3.3.8.2.	Conflicts of Interest.....	33
3.3.8.3.	Prohibition on Certain Contributions, Mayoral Executive Order 2011-4	33

3.3.9.	Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380	34
3.3.10.	Other City Ordinances and Policies.....	35
3.3.10.1.	False Statements.....	35
3.3.10.2.	MacBride Principles Ordinance, MCC Sect. 2-92-580.....	35
3.3.10.3.	City Hiring Plan Prohibitions	35
3.3.10.4.	Inspector General.....	36
3.3.10.5.	Duty to Report Corrupt Activity	36
3.3.10.6.	Electronic Mail Communication.....	36
3.3.10.7.	EDS Update Obligation.....	36
3.3.10.8.	Wheel Tax (City Sticker)	36
3.3.10.9.	Participation By Other Local Government Agencies.....	37
3.3.10.10.	Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)	37
3.3.10.11.	Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)	38
3.3.11.	Compliance with Environmental Laws and Related Matters.....	38
3.3.11.1.	Definitions.....	38
3.3.11.2.	Joint Ventures	39
3.3.11.3.	Compliance With Environmental Laws	39
3.3.11.4.	Costs.....	39
3.3.11.5.	Proof of Noncompliance; Authority; Cure	39
3.3.11.6.	Copies of Notices and Reports; Related Matters.....	40
3.3.11.7.	Requests for Documents and Information	40
3.3.11.8.	Environmental Claims and Related Matters	40
3.3.11.9.	Preference for Recycled Materials.....	41
3.3.11.10.	No Waste Disposal in Public Way MCC 11-4-1600(E).....	41
3.4.	Contract Disputes.....	41
3.4.1.	Procedure for Bringing Disputes to the Department.....	41
3.4.2.	Procedure for Bringing Disputes before the CPO	42
3.5.	Events of Default and Termination	42
3.5.1.	Events of Default.....	42
3.5.2.	Cure or Default Notice	43
3.5.3.	Remedies	43
3.5.4.	Non-Exclusivity of Remedies.....	44
3.5.5.	City Reservation of Rights	44
3.5.6.	Early Termination.....	44
3.6.	Department-specific Requirements.....	44
3.6.1.	Department of Aviation Standard Requirements.....	44
3.6.1.1.	Confidentiality of Airport Security Data.....	44
3.6.1.2.	Aviation Security	45
3.6.1.3.	Airport Security Badges.....	45
3.6.1.4.	General Requirements Regarding Airport Operations	46
3.6.1.4.1.	Priority of Airport Operations.....	46
3.6.1.4.2.	Interruption of Airport Operations.....	46
3.6.1.4.3.	Safeguarding of Airport Property and Operations.....	47
3.6.1.4.4.	Work on the Airfield	47
3.6.1.4.5.	Parking Restrictions	47
3.6.1.5.	General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520) ..	48

3.6.2.	Emergency Management and Communications (O.E.M.C) Security Requirements	48
3.6.2.1.	Identification of Workers and Vehicles.....	48
3.6.2.2.	Access to Facilities	48
3.6.2.3.	Security Badges and Vehicle Permits	49
3.6.2.4.	Gates and Fences	49
3.6.2.5.	Hazardous or Illegal Materials	50
3.6.3.	Chicago Police Department Security Requirements	50
3.6.4.	Department of Water Management ("DOWM") Security Requirements	50
3.6.4.1.	Identification of Workers and Vehicles.....	50
3.6.4.2.	Access to Facilities	50
3.6.4.3.	Security Badges and Vehicle Permits	51
3.6.4.4.	Gates and Fences	52
3.6.4.5.	Hazardous or Illegal Materials	52
Article 4.	Terms for Work Services Contracts.....	53
4.1.	The Services	53
4.1.1.	Scope of Services	53
4.1.2.	Estimated Quantities/Level of Service.....	53
4.1.3.	Unspecified Services	53
4.2.	Performance of the Services	53
4.2.1.	Standard of Performance.....	53
4.2.2.	Standard Working Hours.....	53
4.2.3.	Character of Workers.....	53
4.2.4.	Quality of Materials and Inspection	54
4.2.5.	Manufacturer's Warranty and Product Information	54
4.2.6.	Contractor's Warranties.....	54
4.2.6.1.	Correction or Re-Performance of Services	55
4.2.6.2.	Timeliness	55
4.2.6.3.	Delay	55
4.2.7.	Public Convenience	55
4.2.8.	Clean Up.....	56
4.2.9.	Protection of People, Work, Damages and Repairs.....	56
4.2.10.	Work Performed on City Property	56
4.3.	Compensation	57
4.4.	Centralized Invoice Processing.....	57
4.5.	Clean Diesel Fleet MCC 2-92-595.....	58
4.6.	Multi Project Labor Agreement (PLA)	59
Article 5.	Scope of Work and Detailed Specifications	60
5.1.	General.....	60
5.2.	Basis of Award.....	60
5.3.	Performance Bond	60
5.4.	Funding	61
5.5.	Contract Term	61
5.6.	Safety Enhancing Vehicle Equipment Contracting (MCC 2-92-597)	61
5.6.1.	Definitions.....	61
5.6.2.	Safety Enhancing Requirements	61
5.6.3.	Phase-In Period	62
5.6.4.	Compliance	62
5.6.5.	Time Extension and Annual Waiver Requests	62

5.6.6.	Costs.....	62
5.6.7.	Enforcement	63
5.7.	Authorized Dealer	63
5.8.	Price Adjustment (Capped Rate).....	63
5.9.	Scope.....	63
5.10.	Items to be Supplied by the Contractor.....	63
5.11.	Permits and Fees.....	64
5.12.	Project Office and Storage Area.....	64
5.12.1.	Project Office.	64
5.12.2.	Storage Area.	65
5.12.3.	Phone Service.....	65
5.12.4.	Facility Inspection	65
5.13.	Project Management	65
5.13.1.	Field Supervision.	65
5.13.2.	Project Management Reporting.	65
5.13.3.	Accessibility of Contractor Staff.....	65
5.13.4.	Reports.....	65
5.13.5.	Contract Management Meetings.....	65
5.13.6.	Installation Management Meetings.....	65
5.14.	Quality of Workmanship and Materials.....	65
5.14.1.	Work Stoppage.	66
5.14.2.	Correction of Work.	67
5.14.3.	Failure to Proceed with Directed Work.	67
5.15.	Department Responsibilities.....	67
5.15.1.	Work Scheduling System.	67
5.15.2.	Department Project Manager.....	67
5.15.3.	Installation Acceptance.....	67
5.16.	Work Procedures	67
5.16.1.	Discussion with Property Owner.	67
5.16.2.	Completed Permission Form (Service is presently unmetered).	67
5.16.3.	Procedures Testing.	67
5.16.4.	Replacing Valves.	68
5.16.5.	Access to Water Facilities.	68
5.16.6.	Repairs.	68
5.16.7.	Service Line Damage.	68
5.16.8.	Completed Work Orders.....	68
5.16.9.	Restrictions and Special Reports.....	68
5.17.	Contractor's Employees.....	68
5.17.1.	Bonding.	69
5.17.2.	Background Checks.	69
5.17.3.	Training and Inspection of Employees.....	69
5.17.4.	Uniforms and Identification.....	69
5.17.5.	Socializing.....	70
5.17.6.	Contractor Employees.	70
5.18.	Exclusive Work Agreement	70
5.18.1.	Soliciting.....	70
5.18.2.	Referrals Prohibited.....	70
5.19.	Confidentiality.....	70

5.20.	IEPA Loan Requirements.....	71
5.20.1.	IEPA Loan Provisions.....	71
5.20.2.	Additional Requirements for Payment for Changes [35 IL Admin. Code 355.620, 662.602(c)].....	71
5.20.3.	Audit: Access to Records [35 IL Admin. Code 365.602(d), 662.602(d)].....	71
5.20.4.	Additional Requirements for Subcontractors [35 IL Admin. Code 352.620(e), 662.620(e)].	72
5.20.5.	Additional Requirements With Respect To Contractor Bankruptcy [35 IL Admin. Code 352.620(f), 662.620 (f)].....	72
5.20.6.	Disputes and Remedies [35 IL Admin. Code 365.640(c), 662.640(c)].....	72
5.20.7.	Covenant Against Contingent Fees.....	73
5.20.8.	Additional Requirement for compliance with 40 CFR 33 – Non Discriminator.	73
5.20.9.	Additional Non-Collusion Provisions.....	73
5.20.10.	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).	73
5.20.11.	USEPA/IEPA Davis-Bacon Wage Guidance.....	81
5.21.	Project Start Up.....	89
5.22.	Work Scheduling	89
5.23.	Customer Appointments.....	90
5.24.	Contractor Work Hours.....	90
5.24.1.	Work Hours.....	90
5.24.2.	Appointment Windows.....	90
5.25.	Site Visitation	90
5.25.1.	Site Conditions.....	90
5.25.2.	Responsibility	90
5.26.	Contractor Inspection and Evaluation of Installation Site	91
5.26.1.	Pre-inspection by Contractor.....	91
5.26.2.	Assessment of Piping Condition.	91
5.26.3.	Imminent Failure.....	91
5.26.4.	Imminent Failure Liability.	91
5.27.	Outdoor Inspection	91
5.27.1.	Eligibility.....	91
5.27.2.	Buffalo Box.....	92
5.27.3.	Meter Pit (Service is presently unmetered).....	92
5.27.4.	MIU Location.....	92
5.28.	Indoor Inspection	92
5.28.1.	Site Safety.	92
5.28.2.	Control Valve.....	92
5.28.3.	Water Control to Premises.	92
5.28.4.	Control Valve Operation.	93
5.28.5.	Asbestos Insulation.....	93
5.28.6.	Service Order Inspection Form.	93
5.28.6.1.	Size of Service Pipe.....	93
5.28.6.2.	Service Pipe Material	93
5.28.6.3.	Condition of Control Valve	93
5.28.6.4.	Size of Indoor Pipe	93
5.28.6.5.	Indoor Pipe Material	93
5.28.6.6.	Condition of Indoor Pipe.....	93

5.28.6.7.	Electrical Ground Connections.....	93
5.28.6.7.1.	Case 1: "Ground repairs needed, meter installation possible".	93
5.28.6.7.2.	Case 2: "Ground repairs needed, meter installation not possible."	93
5.28.6.7.3.	Case 3: "Ground appears OK."	94
5.28.6.8.	Meter Installation Couplings:.....	94
5.28.6.9.	Existing Meter Size and Make:.....	94
5.28.6.10.	Floor Drains:.....	94
5.28.7.	Selecting an Outdoor Installation (Service is presently unmetered).....	94
5.28.7.1.	Existing Outdoor Meter Pit.	94
5.28.7.2.	Wiped Branches.	94
5.28.7.3.	No Basement.....	94
5.28.7.4.	Distance from Main to House.	94
5.29.	Instruction Common to all Meter Installations.....	94
5.29.1.	Workmanship.....	95
5.29.2.	Furnishing & Installing Valves.	95
5.29.3.	Incidental Plumbing.	95
5.29.4.	Appurtenances.....	95
5.29.5.	Strainers.....	95
5.29.6.	Electrical Grounding during Installation.	96
5.29.7.	Electrical Grounding after Installation.....	96
5.29.8.	Installation Supports.....	96
5.29.9.	Quality Assurance.	96
5.29.10.	Uniform Piping.	96
5.29.11.	Sealing Meters.	96
5.29.12.	Restoration of Service and Customer Notification.	96
5.29.13.	Checking for and Reporting Customer Leaks.....	96
5.29.14.	Testing of the Completed Installation.	96
5.29.15.	Digital Photos of Installation.....	97
5.29.16.	Meter Control Information.	97
5.29.17.	Materials Salvage.....	97
5.29.18.	Cleanup.	97
5.29.19.	Customer Incentives.	97
5.30.	Indoor Installations	97
5.30.1.	Indoor Installation (Service is presently metered)	98
5.30.2.	Access through Walls and Ceilings.....	98
5.30.3.	Soldering, Brazing or Welding.....	99
5.30.4.	Stop the Flow of Water Sufficiently to do the Installation.	99
5.30.5.	Meter Interface Unit (MIU) Installation.....	99
5.30.6.	Locating the MIU.....	99
5.30.7.	Disputes.	99
5.30.8.	Location.....	100
5.30.9.	Running and Securing Wire and the MIU.	100
5.30.10.	Securing Extra Wire.....	100
5.30.11.	Splicing Wire.	101
5.30.12.	Adding Wire.	101
5.31.	Outdoor Meter Pit Installation	101
5.31.1.	Department Approval.	101
5.31.2.	Location of Meter Pits (Service is presently unmetered).	101

5.31.3.	Materials.....	101
5.31.4.	Shutting Off the Water Supply.....	101
5.31.5.	Excavation for Pit (Service is presently unmetered).....	101
5.31.6.	Meter Installation in Pit (Service is presently unmetered).....	102
5.31.7.	Meter Installation in Pit (Service is presently metered).....	102
5.31.8.	Meter Interface Unit (MIU) Installation in Pit.....	103
5.31.9.	Locating the MIU.....	104
5.31.10.	Disputes.....	104
5.32.	Restoration and Landscaping.....	104
5.33.	Department Inspection.....	105
5.34.	Rejections.....	105
5.35.	Corrective Work Order.....	105
5.36.	Customer Complaints.....	106
5.37.	Warranty.....	106
5.38.	Emergencies.....	106
5.39.	Description of Specific Price Items.....	106
5.39.1.	5/8 Inch Meter Indoor Installation – Line 1, 21, 41, 61 and 81	106
5.39.2.	1 Inch Meter Indoor Installation – Line 2, 22, 42, 62 and 82.....	106
5.39.3.	5/8 Inch Meter Pit Installation – Line 3, 23, 43, 63 and 83.....	107
5.39.4.	1 Inch Meter Pit Installation – Line 5, 25, 45, 65 and 85	107
5.39.5.	Inside Service Control (‘Street Side’) Valve Replacement (Sizes 5/8 Inch Through 2 Inch) (Allowance) – Line 6, 26, 46, 66 and 86	107
5.39.6.	Inside Service Line Piping Replacement (Sizes 5/8 Inch through 2 Inch) (Allowance) – Line 7, 27, 47, 67 and 87	107
5.39.7.	5/8 Inch or 1 Inch Meter Installation In An Existing Pit – Line 8, 28, 48, 68 and 88	108
5.39.8.	Meter Pit Excavation and Restoration – No Meter Installation Possible – Line 9, 29, 49, 69 and 89	108
5.39.9.	5/8 X ¾ Inch or 1 Inch Indoor Meter Installation (Existing Meter) – Line 12, 32, 52, 72 and 92	108
5.39.10.	1 ½ Inch Indoor Meter Installation (Existing Meter) – Line 13, 33, 53, 73 and 93	108
5.39.11.	2 Inch Indoor Meter Installation (Existing Meter) – Line 14, 34, 54, 74 and 94	109
5.39.12.	5/8 X ¾ Inch or 1 Inch Outdoor Meter Pit Installation (Existing Meter) – Line 15, 35, 55,75 and 95	109
5.39.13.	1 ½ Inch Outdoor Meter Pit Installation (Existing Meter) – Line 16, 36, 56, 76 and 96	109
5.39.14.	2 Inch Outdoor Meter Pit Installation (Existing Meter) – Line 17, 37, 57, 77 and 97	110
5.39.15.	Install Meter Pit Ring and Raise to Grade – Line 18, 38, 58, 78 and 98.....	110
5.39.16.	5/8” Meter installed in Pit with Roundway – Line 4, 24, 44, 64 and 84	110
5.39.17.	Meter Interface Unit Replacement only (Outside location) – Line 10, 30, 50, 70 and 90 110	
5.39.18.	Meter Interface Unit Replacement only (inside location) – Line 11, 31, 51, 71 and 91	111
5.39.19.	Buffalo Box (B-box) Installation – Line 19, 39, 59, 79 and 99	111
5.39.20.	Curb Stop (Roundway) Installation – Line 20, 40, 60, 80 and 100.....	111
5.40.	Exceptions	111
5.41.	Organizational Chart	111
Article 6.	Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment For Commodities or Services	113
6.1.	Policy and Terms	113
6.2.	Definitions.....	114

6.3.	Joint Ventures	115
6.4.	Counting MBE/WBE Participation Toward the Contract Specific Goals	116
6.5.	Regulations Governing Reductions to or Waiver of MBE/WBE Goals	118
6.5.1.	Direct Participation	119
6.5.2.	Assist Agency Participation in waiver/reduction requests	120
6.5.3.	Impracticability	120
6.6.	Procedure to Determine Bid Compliance	121
6.7.	Reporting Requirements During the Term of the Contract	122
6.8.	Changes to Compliance Plan.....	123
6.8.1.	Permissible Basis for Change Required.....	123
6.8.2.	Procedure for Requesting Approval	124
6.9.	Non-Compliance and Damages.....	124
6.10.	Arbitration.....	125
6.11.	Equal Employment Opportunity	125
6.12.	Attachments and Schedules	126
	Attachment A –Assist Agency List (Rev. Apr. 2018).....	127
	Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder’s Request for Reduction or Waiver of MBE/WBE Goals	132
	Schedule B – Affidavit of Joint Venture	133
	Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant.....	138
	Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan	139
Article 7.	Insurance Requirements	144
7.1.	Insurance to be Provided	144
7.1.1.	Workers Compensation and Employers Liability (Primary and Umbrella)	144
7.1.2.	Commercial General Liability (Primary and Umbrella)	144
7.1.3.	Automobile Liability (Primary and Umbrella)	144
7.1.4.	Excess/Umbrella	144
7.1.5.	All Risk Property/Installation	145
7.1.6.	Professional Liability	145
7.2.	Additional Requirements	145
Article 8.	Economic Disclosure Statement and Affidavit (EDS)	147
8.1.	Online EDS Filing Required Prior To Bid Opening	147
8.2.	Online EDS Web Link.....	147
8.3.	Online EDS Number	147
8.4.	Online EDS Certification of Filing	147
8.5.	Preparation Checklist for Registration.....	148
8.6.	Preparation Checklist for EDS Submission	148
8.7.	EDS Frequently Asked Questions	149
Article 9.	Proposal Pages	153
Article 11.	Execution And Acceptance Pages	156
11.1.	Bid Execution By a Corporation	157
11.2.	Bid Execution By A Joint Venture.....	158
11.3.	Bid Execution By A Partnership.....	159
11.4.	Bid Execution By a Sole Proprietor	160
11.5.	Bid Acceptance by City.....	161
EXHIBITS	162
Exhibit 1: INSURANCE CERTIFICATE OF COVERAGE		163

Exhibit 2: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)	164
Exhibit 3: WATER METER INSTALLATION DRAWINGS AND APPROVED MATERIALS LIST	165
Exhibit 4: MISSED APPOINTMENT.....	182
Exhibit 5: UNABLE TO GAIN ENTRY OR INSTALL METER	184
Exhibit 6: OWNER’S PERMISSION TO PERFORM THE WORK	187
Exhibit 7: PERMANENT RESTORATION REQUEST	189
Exhibit 8: SERVICE ORDER INSPECTION FORM	194
Exhibit 9: CUSTOMER INFORMATION PACKET	196
Exhibit 10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.....	199
Exhibit 11: U.S. ENVIRONMENTAL PROTECTION AGENCY CERTIFICATION OF NONSEGREGATED FACILITIES.....	202
Exhibit 12: NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS-NONDISCRIMINATION IN EMPLOYMENT	204
Exhibit 13: BIDDER CERTIFICATION-IN COMPLIANCE WITH ARTICLE 33E TO THE “CRIMINAL CODE OF 1961”	206
EXHIBIT 14: CITY OF CHICAGO SPECIMEN PAYMENT AND PERFORMANCE BOND	209
EXHIBIT 15: DATA POLICY/DATA WITH CONTRACTOR.....	214

BID SUBMITTAL CHECKLIST

Missing Information, Documents, and/or Bonds May Invalidate Your Bid.

To help ensure that you are submitting a complete bid, place an "X" next to each item below after completing and incorporating the item into your bid package. Write "N/A" if an item does not apply to your bid.

1. _____ Bid Submittal Checklist
2. _____ Insurance Certificate of Coverage Policy Number
 - a. Workers Compensation and Employers Liability _____
 - b. Commercial General Liability (Primary and Umbrella) _____
 - c. Automobile Liability (Primary and Umbrella) _____
 - d. Property – If Applicable _____
3. _____ MBE/WBE Compliance Plan
 - a. _____ Schedule B – Affidavit of Joint Venture MBE/WBE – (only if bidder is a joint venture)
 - b. _____ Schedule C-1: Letter(s) of Intent from MBE/WBE to Perform as Sub-contractor, Supplier and/or Consultant (if applicable).
 - c. _____ Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan (if applicable).
 - d. _____ Request for a reduction or waiver of MBE/WBE goals (if applicable)
4. _____ Proposal Page(s) (Schedule of Prices)
5. _____ Bid Execution Page
6. _____ Bid Deposit (if required)
7. _____ Sexual Harassment Policy Affidavit

NOTE: Each page requiring a signature must be signed by the person with proper authority and sworn before a Notary Public where noted.

NOTE: Each Bidder must acknowledge the receipt of a full set of Bid Documents and any and all Addenda at the top of the Bid Execution Page.

ARTICLE 1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Read this carefully before preparing your bid.

1.1. The Bid Documents

The Bid Documents include this Invitation for Bids, Legal Advertisement Notice, Bid Proposal Pages, Requirements for Bidding and Instructions for Bidders, Standard Terms and Conditions, Special Conditions, Scope of Work and Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, MBE/WBE Special Conditions or DBE Special Conditions (as applicable) and all other exhibits attached hereto, and any

and all Clarifications and Addenda issued by the City. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

1.2. Obtaining the Bid Documents

Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda.

In the event of a conflict or inconsistency between the Bid Documents obtained on-line and the printed Bid Documents available from the Bid & Bond Room, the terms and conditions of the printed Bid Documents will prevail.

1.2.1. Printed Bid Documents

Printed copies of Bid Documents are available for pickup from:

Bid & Bond Room
Room 103 City Hall
121 North LaSalle Street
Chicago, IL 60602
Phone # 312-744-9773
Fax # 312-744-5611

Plans and Drawings may only be available on CD.

1.2.2. Downloadable Bid Documents

Documents may be downloaded from the DPS' website at the following URL:

www.cityofchicago.org/bids

In order to receive notice of clarifications and addenda, Bidders that download the Bid Documents must register as a Bid Document Holder by (i) faxing the company's name, contact person, address, e-mail address, telephone number and fax number to the Bid & Bond Room at 312-744-5611 (include specification number and bid title/description) or (ii) by calling the Bid & Bond Room at 312-744-9773.

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

1.3. Clarifications and Addenda

The City sends out clarifications and addenda to the Bid Documents to entities on the list of registered Bid Document Holders. Additionally, Clarifications and Addenda will be posted at the following URL, and made available at the Bid & Bond Room:

www.cityofchicago.org/bids

Bidders that download Bid Documents from the City of Chicago's website instead of obtaining the Bid Documents from the City of Chicago's Bid & Bond Room and which have not registered as a Bid Document Holder are responsible for checking the City of Chicago's website for Clarifications and/or Addenda.

There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Bidder from the obligation to bid according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Failure to acknowledge Clarifications and/or Addenda in the Bid Documents when submitting the bid will render the bid non-responsive. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this bid solicitation.

1.4. Examination of the Bid Documents and Work Site

Bidders are required to carefully examine all of the Bid Documents before completing the forms and submitting a Bid. If the specification calls for work to be performed onsite, Bidders are also required to

inspect the site of the work to be performed and familiarize itself with the conditions at the site that will affect the work.

A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

1.5. Pre-Bid Conference and Site Visit

If a pre-bid conference will be held to answer questions regarding these Bid Documents, it will be held on the date and time stated on the front cover of the Bid Documents. The pre-bid conference may be recorded by DPS.

If a pre-bid conference will be held, attendance is strongly encouraged. The Chief Procurement Officer or her representative, as well as representatives from the City Department for which the Bid Documents have been issued will comprise the panel to respond to Bidders' questions.

Bidders must familiarize themselves with the locations for contract performance required by the Bid Documents and take into account all relevant conditions when preparing its Bid. The Contractor will not be paid additional compensation due to failure to account for conditions that may be observed by a site visit in its bid.

If the site for the work is not accessible to the public during normal business hours, instructions for obtaining access, including a date and time for guided visits, is set out on the cover of the Bid Documents.

1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline

All inquiries regarding the Bid Documents or procurement process must be directed to the Procurement Specialist/Senior Procurement Specialist at the email address listed on the front cover of the Bid Documents. **Inquiries must be submitted via email and MUST include the specification number in the subject line of the email.**

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

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

1.7. Exceptions

Any deviations from or exceptions to any provisions or requirements of the Bidding documents, including but not limited to the specifications of the goods and/or services to be provided, must be noted on the Proposal Page(s) or attached thereto, with the exact nature of the change outlined in sufficient detail, and as provided below under "Trade Names and Substitutions," as applicable. Bidder must provide the reason for which deviations were made. Failure of a Bidder to comply with the terms of this paragraph may be cause for rejection of its Bid.

If a Bidder takes exception to or deviates from any provision or requirement, the Chief Procurement Officer shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in her sole opinion, determines such exception(s) or deviations to be material.

1.8. Taxes Included in Bid Prices

Materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The City's Tax Exemption Certificate number is 36-6005820.

Materials purchased by the City of Chicago are not subject to the State of Illinois Sales Tax. The City's Tax Exemption Certificate number is E9998-1874-07.

The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Bidders shall include all other applicable Federal, State and local taxes, direct or indirect, in their Bid prices.

1.9. Bid Prices Must Incorporate All Costs

Bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by the Bid Documents.

1.10. Completion of the Bid Documents

Each Bidder must complete all of the forms listed on the Bid Submittal Checklist, if a Checklist is provided. The forms, including the Bid Proposal Pages, must be completed in ink, or typewritten. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the City.

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

1.11. Conflicts of Interest

If any Bidder (or any partner in a joint venture or partnership or any member of the limited liability company if the Bidder is a joint venture, partnership, LLP, or LLC) has assisted the City in the preparation of these Bidding Documents such that provision of such assistance would give Bidder an unfair advantage or otherwise impair the integrity of the procurement process, or if Bidder has an organizational conflict of interest that might compromise Bidder's ability to perform the contract, that Bidder may be disqualified from bidding. If applicable, Bidder must provide a statement and information disclosing its participation with respect to the Bid Documents and/or potential organizational conflicts of interest.

1.12. Required Forms and Fees

1.12.1. Certificate of Filing for Online EDS

Bidders must complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the EDS online and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the Bidders good faith efforts to complete it before the response due date and the reasons why it could not be completed. Refer to the Instructions for Completing Economic Disclosure Statement and Affidavit On-Line.

1.12.2. MBE/WBE Program

The goals for MBE and WBE participation are set forth in the Proposal Pages. The rules, regulations, and forms for achieving these goals are set forth in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment ("M/WBE Special Conditions").

- **Schedule B: Affidavit of Joint Venture** (if applicable)
If applicable, complete and submit this form if a non-certified firm has formed a joint venture with one or more MBE/WBE certified firms to submit a Bid. Such Affidavit should be signed by the appropriate Joint Venture members and notarized.
- **Schedule C-1**
If applicable, include a completed Letter of Intent from each certified MBE or WBE that will perform as a Subcontractor, Supplier and/or Consultant. Such letter(s) must be signed and notarized.
- **Schedule D-1**

If applicable, include the Bidder's Affidavit of MBE/WBE Goal Implementation Plan. This Affidavit must be signed and notarized.

- **Request for a Reduction or Waiver of the MBE/WBE Goals**

If applicable, after making good faith efforts, the Bidder is unable to provide a plan for the utilization of MBE and WBE firms that will achieve compliance with the MBE/WBE goals, the Bidder must, as required by the MBE/WBE Special Conditions, submit a request for whole or partial waiver of the goals with its Bid. Any waiver request must include documentation as required by the M/WBE Special Conditions including but not limited to notification to an assist agency.

1.12.3. Bid Deposits and Bid Bonds

Bid deposits, if required, may be in the form of a bond, certified check, cashier's check or money order payable to the City of Chicago. Bid bonds must be in the form provided by the Department of Procurement Services and must be executed by a surety licensed and authorized to do business in the State of Illinois.

Cash is not an acceptable form of bid deposit. Substantial failure to comply with bid deposit requirements will result in rejection of the bid. A non-substantial failure to comply with the bid deposit requirement is a failure that does not provide a commercial advantage to the Bidder over other bidders.

Bid deposits will be returned, with the exception of the bid bond deposit for the contract awardee's bid, after the CPO has awarded the contract. The bid bond deposit for the awardee's bid will be returned after the contract has been awarded and a satisfactory performance and payment bond has been approved by the City, where such bond is required.

The Chief Procurement Officer may return bid deposits sooner, but reserves the right to hold all bid deposits until a contract has been awarded or, in the case of multiple awards, all contracts have been awarded for the Bid in question.

If a bid deposit is required, it will be indicated on the front cover of the Bid Documents.

1.12.4. Performance and Payment Bonds

If a performance and payment bond is required, failure to provide the required bond within the required time period when requested will result in rejection of the bid and forfeit of the bid deposit, if a deposit was required. The forfeiture shall not limit any other City remedies against the Bidder. Performance and payment bonds must be in the form specified by the City, a specimen of which will be attached to the Bid Documents as an exhibit or available from the Bid & Bond Room.

MCC Section 2-92-040 requires that the surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount greater than the amount bid. Circular 570 is available at www.fms.treas.gov/c570. Co-sureties may be accepted in the sole discretion of the CPO, but each co-security must individually meet the requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

If a performance and payment bond is required to be provided prior to contract award, it will be indicated on the front cover of the Bid Documents.

1.12.5. Contractor's Financial Statement

If requested by the Chief Procurement Officer, Bidder must file a "Contractor's Statement of Experience and Financial Condition" dated not earlier than the end of Bidder's last fiscal year period. The "Contractor's Statement of Experience and Financial Condition" will be kept on file as a representative statement for one year. The "Contractor's Statement of Experience and Financial Condition" forms are available in the Bid & Bond Room, City Hall Room 103, Chicago, IL 60602, or may be downloaded at www.cityofchicago.org/form. Failure to provide a "Contractor's Statement of Experience and Financial Condition" if requested may be cause for rejection of the Bid.

1.12.6. Other Required Forms and Documents

Other forms required to be included with the Bid are:

- Insurance Certificate of Coverage
- DBE or MBE/WBE compliance forms as applicable
- Proposal Page(s) (Schedule of Prices)
- Bid Execution Page
- Sexual Harassment Policy Affidavit
- IEPA Loan Forms

1.13. Trade Names and Substitutions

Reference to a specific manufacturer or trade name in this solicitation is intended to be descriptive (but not restrictive) and to indicate to prospective bidders those product(s) that have been deemed by the City to be satisfactory. The Bidder must, if awarded the Contract, provide the product(s) specified, unless equivalent alternatives have been proposed as described below and found acceptable to the Chief Procurement Officer.

A Bidder that chooses to respond to this solicitation for bids with alternate product(s) from those specified in the solicitation, must identify such alternate items with its Bid with a detailed explanation and documentation in support of how the alternate items proposed by the Bidder can perform as well as or better than those specified. Unless an alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the specifications. No substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.

Documentation in support of alternate items includes:

- 1) Complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation, including:
 - a) Product identification, including manufacturer's name and address.
 - b) Manufacturer's literature identifying:
 - i) Product description
 - ii) Reference standards
 - iii) Performance and test data
 - c) Samples, as applicable
 - d) Name and address of similar projects on which the product has been used, and date of usage.
- 2) Itemized comparison of the proposed alternate item with product or service specified; listing of significant variations.

A Bidder warrants and represents that in making a formal request for substitution with alternate items that:

- 1) The proposed alternate item is equivalent to or superior in all respects to the product specified, and
- 2) The same warranties and guarantees will be provided for the alternate item as for the product specified.

The CPO may, in her sole discretion, accept an alternate item for a specified item, provided the alternate item so bid is, in the CPO's sole opinion, the equivalent of the item specified in the solicitation. An alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the bid.

1.14. Authorized Dealer/Distributor

For bids involving the furnishing of equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must

be capable of furnishing original product warranty and manufacturer's related services such as product information, product recall notices, etc. The Bid Documents will typically ask the Bidder to certify that it is an authorized dealer/distributor when this requirement is applicable. The Bidder's compliance with these requirements will be determined by the CPO, whose decision will be binding.

1.15. Estimated Quantities

Unless explicitly stated to the contrary in the Scope of Work, Detailed Specifications, or Proposal pages, any quantities shown on the Proposal Pages represent estimated usage and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be necessary to meet its needs.

The City will only be obligated to order and pay for such quantities as are from time to time ordered, performed and accepted on Blanket Releases issued directly by the Department.

1.16. Submission of Bids

1.16.1. Date, Time, and Place

Bids are to be delivered to the Bid & Bond Room of the Department of Procurement Services, City Hall Room 103, 121 North LaSalle Street, Chicago, Illinois 60602 on the date and prior to the time stated on the cover of the Bid Documents, or any addendum issued by the City to change such date and/or time. No bid will be accepted after the date and time specified. The time of the receipt of the bid will be determined solely by the clock located in the Bid & Bond Room.

Bids must be dropped off in the Bid & Bond Room during regular business hours: 8:30 am to 4:30 pm, Monday through Friday, excluding Holidays of the City.

1.16.2. Bids Must Be Sealed and Properly Labeled

All Bids must be submitted in sealed envelopes. The Department of Procurement Services provides official bid enclosure envelopes at the Bid & Bond Room. Use of official envelopes is not required but is preferred.

All envelopes containing Bids must be marked "Bid Enclosed," and must have the Bidder's name and address, the Specification Number, and the advertised date and time of bid opening stated on the envelope. Failure to properly mark the envelope may result in a failed delivery, and result in rejection of the Bid. If more than one envelope is needed to submit the Bid, each envelope must be marked with all the information required above and be marked to indicate that the envelopes belong together (e.g., one of three, two of three).

1.16.3. Bidders Are Responsible for Bid Delivery

Each Bidder is solely and completely responsible for delivery of its Bid to the Bid & Bond Room before the date and time established for the Bid opening. Any Bid that is not delivered on time, including Bids mistakenly delivered to other City offices, will not be accepted. The City is under no obligation to ensure that misdirected Bids are delivered to the Bid & Bond Room prior to Bid opening.

When bids are sent via U.S. Postal Service, messenger, printing service or any other carrier, Bidder is responsible for their delivery and drop-off to the correct location during business hours before the date and hour set for the opening of bids. It is Bidder's sole responsibility to ensure the Bid is delivered to the correct location and received as required.

Bids are not to be delivered after hours by pushing them under the door.

1.16.4. Transparency Website; Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website.

However, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

- A. Mark the cover page as follows: "This bid includes trade secrets or other proprietary data."
- B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."
- C. Provide a CD-ROM with a redacted copy of the entire bid or submission in .pdf format for posting on the City's website. Bidder is responsible for properly and adequately redacting any Data which Bidder desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.
- D. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

All Bids submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act, valid subpoena, or other legal requirement. Bidder agrees not to pursue any cause of action against the City with regard to disclosure of information.

1.17. Withdrawal of Bids

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Bid & Bond Room. Bidders must make their own arrangements for the return of their Bids.

1.18. Bid Opening

Bids will be opened and read publicly in the Bid & Bond Room by the Department of Procurement Services immediately after the deadline for the submission of Bids has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Department of Procurement Services to determine the lowest responsive and responsible bidder and whether a contract will be awarded.

Bid tabulations are public information and are posted on the City's website www.cityofchicago.org/BidTab. URL is case sensitive. Select "Get Started Online" and search by specification number.

1.19. Effective Term of Bid

Unless a Bid is expressly rejected by the Chief Procurement Officer, all Bids will remain in effect for ninety (90) days subsequent to the Bid opening. The City may request that Bidders extend the effective period of their Bids. Such requests shall be in writing and will require the Bidders' written consent to the extension.

Bidder may not withdraw or cancel or modify its Bid for a period of ninety (90) calendar days after the advertised closing time for the receipt of Bids. The City reserves the right to withhold and deposit, as liquidated damages, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its Proposal prior to the ninety (90) day period.

1.20. Evaluation of Bids

1.20.1. Determination of Responsiveness

DPS will review Bids to determine whether they conform to the requirements of the Bid Documents.

1.20.1.1. Must Bid All Line Items

The Bidder must bid all Line Items set forth on the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Group, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

1.20.1.2. Mathematical Calculations

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

1.20.1.3. Unbalanced Bids

The Chief Procurement Officer reserves the right to reject any Bid that, in her sole discretion and authority, determines is materially unbalanced.

1.20.1.4. Cash Billing Terms

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

1.20.2. Determination of Responsibility

The determination of the responsibility of a Bidder is within the sole discretion and authority of the Chief Procurement Officer.

The Chief Procurement Officer may request any Bidder to submit such additional information pertaining to the Bidder's responsibility as the Chief Procurement Officer deems necessary. Failure to comply with any such request will result in a finding of non-responsibility and rejection of the Bid.

1.20.2.1. Bidder Debts or Defaults

The Chief Procurement Officer reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

1.20.2.2. Competency of Bidder

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 ability to perform the Contract and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

1.21. Rejection of Bids and Waiver of Informalities

The Chief Procurement Officer, in her sole discretion and authority, may determine that it is in the best interest of the City to reject any or all Bids submitted in response to any Invitation for Bids. The Chief Procurement Officer, in her sole discretion and authority, may disregard or waive any informality in the Bids or bidding process.

1.21.1. Child Support Arrearage

Pursuant to Section 2-92-415 of the MCC, an eight percent (8%) penalty will be applied to the Bids of Bidders whose substantial owners, as defined in the Code, are in arrears on court-ordered child support payments and who have not entered into an agreement for payment or are otherwise not in compliance with the order. The penalty will pertain to the Bid only, and will not affect the contract price or payments under the Contract. This penalty does not apply to federally-funded contracts.

1.21.2. MacBride Principles Ordinance

If the Bidder conducts any business operations in Northern Ireland, it is hereby required that the Bidder will make reasonable and good faith efforts to conduct those operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 and Section 2-92-580 of the Municipal Code to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland.

Bidders who take exception to the provision set forth above will be assessed an eight percent (8%) penalty on their Bids. The penalty will pertain to the Bid only, and will not affect the contract price or payments under the Contract.

1.22. Consideration of Bids

The CPO represents and acts for the City in all matters pertaining to this invitation for bids and any contract subsequently awarded. The CPO reserves the right to reject any and all bids and to disregard any informalities in a bid or the bidding process, when in her opinion the best interest of the City will be served by such action.

1.23. Bid 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 Room 806, 121 North LaSalle Street, Chicago, Illinois 60602.

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 CPO undertake.

Copies of the Bid Protest Procedures (entitled Department of Procurement Services Solicitations and Contracting Process Protest Procedures) are available at the Bid & Bond Room and on DPS' website www.cityofchicago.org/procurement under "Rules, Regulations and Ordinances" then under the link marked "Solicitation and Contracting Process Protest Procedures."

1.24. Award of Contract; Notice of Award

The Contract consists of the Bid Documents. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents, which collectively comprise the Contract.

The Department of Procurement Services will, by written notice, notify the Bidder that is, per the Basis of Award, the lowest responsive and responsible Bidder of the City's award of a Contract.

1.25. Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1.26. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

In accordance with Section 2-92-612, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit attached hereto) that Bidder has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.

1.27. Policy Regarding Non-Disclosure of Salary History (section 2-92-385 of the Chicago Municipal Code)

In accordance with Section 2-92-385, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in Appendix C to Bidder's Economic Disclosure Statement) that Bidder has a written policy (i) against screening job applicants based on their wage or salary history and (ii) seeking an applicant's wage or salary history.

ARTICLE 2. INCORPORATION OF EXHIBITS

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

- Exhibit 1: Insurance Certificate of Coverage
- Exhibit 2: Sexual Harassment Policy Affidavit (MCC 2-92-612)
- Exhibit 3: Water Meter Installation Drawings and Approved Materials List
- Exhibit 4: Missed Appointment
- Exhibit 5: Unable to Gain Entry or Install Meter
- Exhibit 6: Owner's Permission to Perform the Work
- Exhibit 7: Permanent Restoration Request
- Exhibit 8: Service Order Inspection Form
- Exhibit 9: Customer Information Packet
- Exhibit 10: Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit 11: U.S. Environmental Protection Agency Certification of Non-Segregated Facilities
- Exhibit 12: Notice to Labor Unions or Other Organizations of Workers-Nondiscrimination in Employment
- Exhibit 13: Bidder Certification-in Compliance with Article 33E to the "Criminal Code of 1961"
- Exhibit 14: City of Chicago Specimen Payment and Performance Bond
- Exhibit 15: Data Policy/Data with Contractor
- IEPA Requirements (page 72):

This contract is expected to be funded in parts by a loan from the Illinois Environmental protection Agency (IEPA). The contract will be subject to regulations contained in the procedures for issuing loans from the Public Water Supply Loan program or Water Pollution Control Loan Program, Davis Bacon Wage Act (29 CFR 5), American Iron and steel requirement, 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 woman's business.

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

"Addendum" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"Airports" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"Airside" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or **"Secured areas"** generally mean outdoor Airside areas or areas not accessible to passengers.

"Attachments" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"Bid" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"Bidder" is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

"Bid Opening Date" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

"Bid Documents" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"Business Day" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"Calendar Day" means all calendar days in accordance with the world-wide accepted calendar.

"Chief Procurement Officer" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"City" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"Commissioner" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"Contact Person" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"Contractor" means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

"Department" which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"Force Majeure Event" means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

"Holidays" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"MCC" is the abbreviation for the Municipal Code of Chicago.

"Party" or collectively **"Parties"** refers to the entities that have entered into this Contract including the Contractor and the City.

"Purchase Order" means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

"Services" or "Work" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"Specification" means the Bid Documents, including but not limited to the Detailed Specifications.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

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

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- Standard provisions and form provisions relating to this procurement type
- Scope of Work and Detailed Specifications
- Task Order (if applicable)
- All other parts of this Contract.

Provided, however, in the event of an inconsistency between terms set out among different component parts of the Contract, or terms set out within a Contract part, notwithstanding the order of precedence noted above, the term that is most favorable to the City controls, unless expressly stated otherwise.

3.1.2.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

3.1.2.3. Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

3.1.2.4. Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

3.1.3.2. Subcontracts

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. Further, substitution of a previously approved Subcontractor without the prior written consent of the CPO is not permitted. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval. Removal and substitution must be in compliance with any applicable requirements of the MBE/WBE or DBE program.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract

with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City's Right to Assign

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

3.1.3.5. Assigns

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

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

3.1.4.2. Consent to Service of Process

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

3.1.4.3. Cooperation by Parties and between Contractors

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

3.1.4.4. No Third Party Beneficiaries

The Parties agree that this Contract is solely for the benefit of the Parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

3.1.4.5. Independent Contractor

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the Parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

3.1.4.6. Authority

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

3.1.4.7. Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

3.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. La Salle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N La Salle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

3.1.4.9. Amendments

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

3.1.4.10. No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

3.1.4.11. Non-appropriation of Funds

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

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

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.1.4.12. Participation By Other Government Agencies

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any

other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.1.5. Confidentiality

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

3.1.6. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractor's covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

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

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to

participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

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

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

3.1.7. Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

3.1.8. Contract Extension Option

The City has the option to unilaterally extend the term of this Contract following the expiration of the Initial Term, for up to thirty-six (36) months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The option may be exercised as a single thirty-six-month extension or as up to three separate extensions, each with a term no less than twelve months.

No less than sixty (60) calendar days before the expiration of the Initial Term, or if previously extended, the expiration of the term as extended, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

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

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event

such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

3.2.1.2. Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

3.2.1.3. Payment

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf.

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.2.1.4. Electronic Ordering and Invoices

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

3.2.1.5. City Right to Offset

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's

performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

3.2.1.6. Records

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

3.2.1.7. Audits

3.2.1.7.1. City's Right to Conduct Audits

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

3.2.1.7.2. Recovery for Over-Billing

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

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

3.2.2. Subcontractor Payment Reports

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the twenty-fifth (25th) of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: <https://chicago.mwdbe.com>

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

3.2.3.2. Payment to Subcontractors Within Seven Days

The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice.

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

3.2.3.2.1. Reporting Failures to Promptly Pay

The City posts payments to prime contractors on the web at

<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

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

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

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

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

report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

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

3.2.3.2.2. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3.2.2. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5.3 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

3.2.3.4. Action by the City

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

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

3.2.3.5. Direct Payment to Subcontractors By City

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to

the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

3.3. Compliance With All Laws

3.3.1. General

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

3.3.2. Certification of Compliance with Laws

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

3.3.3. Federal Affirmative Action

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

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42

U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

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

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

3.3.4.1. Compliance with Federal Nondiscrimination Requirements

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

3.3.4.2. Non-discrimination

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

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

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

3.3.4.4. Information and Reports

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

3.3.4.5. Sanctions for Noncompliance

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

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

3.3.4.6. Incorporation of Provisions

The contractor will include the provisions of above paragraphs 3.3.4.1, "Compliance with Federal Nondiscrimination Requirements" through 3.3.4.6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.3.5. Other Non-Discrimination Requirements

3.3.5.1. Illinois Human Rights Act

3.3.5.1.1. Generally

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

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

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

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

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

3.3.5.1.3. State of Illinois Equal Employment Opportunity Clause

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

- A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status,

order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

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

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

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

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

3.3.5.2. Chicago Human Rights Ordinance MCC Ch. 2-160

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

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

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

The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of \$100,000 or more. The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

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

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

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

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

3.3.6. Wages

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

3.3.6.1. Minimum Wage, Mayoral Executive Order 2014-1

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

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2018 is **\$13.80 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

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

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

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

If the payment a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

3.3.6.2. Living Wage Ordinance

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

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2018, the Base Wage is **\$12.55**. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2018, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

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

3.3.6.3. Chicago Paid Sick Leave Ordinance

The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which will be codified at MCC 1-24-045, became effective July 1, 2017. Contractor understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance.

3.3.6.4. Equal Pay

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

3.3.6.5. Davis-Bacon Prevailing Wages

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

3.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

3.3.7.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

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

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

3.3.7.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States

or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency..

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

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

3.3.7.3. Federal Terrorist (No-Business) List

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

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

3.3.7.4. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a

subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.3.7.5. Lobbyists

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

3.3.8. Restrictions on Business Dealings

3.3.8.1. Prohibited Interests in City Contracts

No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the work or services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Contract or to any financial benefit to arise from it.

3.3.8.2. Conflicts of Interest

The Contractor covenants that it, and to the best of its knowledge, its subcontractors if any, presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in the performance of the Contract no person having any such interest will be employed, either by Contractor or any subcontractor, to perform any work or services under the Contract or have access to confidential information.

If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project, or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

If Contractor or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

If Contractor or any subcontractors ("Contracting Parties") assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals, bid specifications for a project, or other procurement solicitation document, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

3.3.8.3. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an

ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

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

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

3.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking

violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

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

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

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.3.10. Other City Ordinances and Policies

3.3.10.1. False Statements

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

3.3.10.2. MacBride Principles Ordinance, MCC Sect. 2-92-580

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provides a better working environment for all citizens in Northern Ireland.

If this contract was let by a competitive bidding process as set forth in the Municipal Purchasing Act for Cities of 500,000 or More Population, in accordance with MCC Sect. 2-92-580 if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

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

3.3.10.3. City Hiring Plan Prohibitions

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor.

Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

3.3.10.4. Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.3.10.5. Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

3.3.10.6. Electronic Mail Communication

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

3.3.10.7. EDS Update Obligation

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

3.3.10.8. Wheel Tax (City Sticker)

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

3.3.10.9. Participation By Other Local Government Agencies

If Contractor consents, other local government agencies may be eligible to participate in this Contract pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Chief Procurement Officer, if such purchases have no net adverse effect on the City and result in no diminished services from the bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.3.10.10. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

For purposes of this section, the following definitions shall apply:

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

"Contractor" means the person to whom a contract is awarded.

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (ii) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

"Subcontractor" means any person that enters into a contract with a contractor to perform work on a contract.

Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Contractor's affidavit is attached hereto in the Exhibit 2 titled "Sexual Harassment Policy Affidavit".

Contractor's failure to have a written policy prohibiting sexual harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement

of material fact to the city pursuant to Chapter 1-21 of this Code, or from availing itself of any other remedies under contract or law.

3.3.10.11. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

This section applies if this Contract was advertised on or after August 25, 2018.

For purposes of this section, the following definitions shall apply:

“Contract” means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

“Contractor” means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

(1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant’s prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

(2) Contractor shall not seek an applicant’s wage or salary history, including benefits or other compensation, from any current or former employer.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action’s impact on the Contractor’s MBE or WBE subcontractors.

3.3.11. Compliance with Environmental Laws and Related Matters

3.3.11.1. Definitions

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental

Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. 5101, *et seq.*, the Clean Air Act, 42 U.S.C. 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. 651, *et seq.*, the Illinois Environmental Protection Act, 415 ILCS 5/1, *et seq.*, the Illinois Occupational Safety and Health Act, 820 ILCS 219/1, *et seq.*, Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.11.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.11.3. Compliance With Environmental Laws

As part of or in addition to its obligation to observe and comply with all applicable laws, Contractor must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable Environmental Laws.

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.11.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.11.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, she may in her discretion declare an event of default and may in her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

3.3.11.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 24 hours of making, submitting or filing the original report.

Additionally, to the extent not already achieved by Contractor's compliance with this paragraph 3.3.11.6 and paragraph 3.3.11.8, Contractor must notify the Commissioner of the Department, within 24 hours of learning of any of the following:

- (i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract;
- (ii) any notice of any kind received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Contractor's knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Contractor and any Subcontractors; and a copy of any notice received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor. Contractor must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Contractor becomes aware of information that is different from or additional to the information provided in the initial notification.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.7. Requests for Documents and Information

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.8. Environmental Claims and Related Matters

Within 24 hours of receiving, or of any Subcontractor's receiving, notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.9. Preference for Recycled Materials

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

3.3.11.10. No Waste Disposal in Public Way MCC 11-4-1600(E)

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

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

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

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

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

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

A. The Claim is made in good faith;

- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

3.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 103, Bid and Bond Room, and on-line at:

http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf

3.5. Events of Default and Termination

3.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;

- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.5.2. Cure or Default Notice

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in her sole discretion give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

3.5.3. Remedies

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;

- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.5.4. Non-Exclusivity of Remedies

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

3.5.5. City Reservation of Rights

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

3.5.6. Early Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

3.6. Department-specific Requirements

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

3.6.1. Department of Aviation Standard Requirements

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

3.6.1.1. Confidentiality of Airport Security Data

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security

Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

3.6.1.2. Aviation Security

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

3.6.1.3. Airport Security Badges

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

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

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

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

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

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

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

3.6.1.4.2. Interruption of Airport Operations

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

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

3.6.1.4.3. Safeguarding of Airport Property and Operations

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

3.6.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

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

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

3.6.1.4.5. Parking Restrictions

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a

limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employee's expense.

3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3.6.2. Emergency Management and Communications (O.E.M.C) Security Requirements

3.6.2.1. Identification of Workers and Vehicles

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

3.6.2.2. Access to Facilities

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

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to

any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

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

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

3.6.2.3. Security Badges and Vehicle Permits

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

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

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriff's Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

3.6.2.4. Gates and Fences

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that

comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

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

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

3.6.2.5. Hazardous or Illegal Materials

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

3.6.3. Chicago Police Department Security Requirements

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractor's employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

3.6.4. Department of Water Management ("DOWM") Security Requirements

3.6.4.1. Identification of Workers and Vehicles

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

3.6.4.2. Access to Facilities

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

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

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

3.6.4.3. Security Badges and Vehicle Permits

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

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

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

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

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

- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriff's Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

3.6.4.4. Gates and Fences

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

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

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

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

3.6.4.5. Hazardous or Illegal Materials

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

ARTICLE 4. TERMS FOR WORK SERVICES CONTRACTS

4.1. The Services

4.1.1. Scope of Services

The scope of services ("Services") is described in the Scope of Work and Detailed Specifications article of this agreement.

Unless otherwise noted, the Contractor must take out, at Contractor's own expense, all permits and licenses necessary to perform the Services in accordance with the requirements of this Contract.

4.1.2. Estimated Quantities/Level of Service

Any quantities or level of usage shown herein are estimated for the initial Contract term. The City reserves the right to increase or decrease the quantities or level of Services required under this Contract. Nothing herein will be construed as intent on the part of the City to contract for any Services other than those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such Services as are from time to time requested, performed, and issued via a Purchase Order release directly by the City.

4.1.3. Unspecified Services

Any service not specifically included in the Scope of Work and Detailed Specifications article may be added to this Contract if it falls within the same general category of Services already specified in the Contract. Pursuant to MCC Section 2-92-646, the lifetime, aggregate value of the City's purchase of any Services added to this Contract must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the services which are necessary and request a written price proposal for the addition of the services to this Contract under the same terms and conditions of the original Contract, then forward the documents to the CPO. Such services may be added to the Contract only if the prices are competitive with current market prices and said services are approved by the CPO in writing. The CPO reserves the right to seek competitive pricing information on said services from other vendors and to solicit such services in a manner that serves the best interest of the City.

Any such services provided by the Contractor, without a written approval signed by the CPO, are done so entirely at the Contractor's risk. Consequently, in the event that such addition to the Contract is not approved by the CPO, the Contractor hereby releases the City from any liability whatsoever to pay for any services provided prior to the Contractor's receipt of the fully signed modification.

4.2. Performance of the Services

4.2.1. Standard of Performance

Contractor shall perform the Services with that degree of skill and care required to satisfactorily meet the requirements as set forth in the Detailed Specifications and to the satisfaction of the CPO. The Contractor will, at all times, act in the best interest of the City.

4.2.2. Standard Working Hours

Pursuant to MCC Section 2-92-220 a standard working day consists of 8 hours for this Contract; shifts must be coordinated with the Department. No overtime or premium pay is allowed unless otherwise specified in the Detailed Specifications and authorized by the Commissioner.

4.2.3. Character of Workers

The Contractor must employ only competent and efficient workers and whenever, in the opinion of the City, any such worker is careless, incompetent, violates safety or security rules, obstructs the progress of the work or services to be performed under this Contract, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, the Contractor must, upon request of the City, discharge or otherwise remove such worker from the work or services to be performed under this Contract and must not use such worker again, except with the written consent of

the City. The Contractor must not permit any person to work upon the work or services to be performed under this Contract or enter into any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.

4.2.4. Quality of Materials and Inspection

The City will have a right to inspect any material to be used in performance of the Services for this Contract.

The City is not responsible for the availability of any materials or equipment required under this Contract.

The Contractor is responsible for the meeting the contractual obligations and standards regarding the quality of all materials, components, or services performed under this Contract up to the time of final acceptance by the City.

Non-compliant materials, components, or Services may be rejected by the CPO and must be replaced or re-performed by the Contractor at no cost to the City.

The City shall provide written notice to the Contractor indicating the time period in which Contractor must, at its sole expense, remove from City premises, any materials or components rejected by the City.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the City. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming goods within seven business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

Failure to correct or replace unacceptable goods, or repeated delivery of unacceptable goods, will be an event of default under this Contract.

4.2.5. Manufacturer's Warranty and Product Information

If in performance of the Services, the Contractor provides any goods, the Contractor must have, and must demonstrate upon request, that it has authorization to transfer product warranties to the City of Chicago. The Contractor is required to provide and transfer all documentation issued by the manufacturer for the products to be provided under this Contract. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

The Contractor must provide the original product warranty and related services for the goods provided under this Contract in accordance with the standard warranty regularly supplied.

4.2.6. Contractor's Warranties

If in performance of the Services, the Contractor provides any goods, the Contractor warrants that the title to the goods to be provided under this Contract is good and its transfer is rightful, and that the goods will be delivered free from any security interest or other encumbrance of which Contractor has not informed the City.

The Contractor expressly warrants that all goods shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date they are ordered. In addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Contractor also warrants that, except where the goods are produced pursuant to detailed designs furnished by the City, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to City, its successors, assigns, customers, and to users of the goods.

At a minimum, the Contractor hereby warrants for a period of at least one year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts that may be required or made necessary by reason of defective design, material or

workmanship, or by reason of non-compliance with the Contract Documents. The warranty period will commence on the first day the individual item is placed in service by the City. The City may revoke acceptance if the materials, goods, or components are later discovered not to be in conformance with this Contract.

For any construction work included in the Services, the Contractor's Warranty means the Contractor's representation as to the character and quality of the Services in accordance with the terms and conditions of the Contract Documents, and the Contractor's promise to repair and replace the work not in conformance with such representations. Without limiting the scope or duration of any Manufacturer's Warranty provided for specific parts of the work, all work furnished under this Contract is guaranteed by Contractor against defective materials and workmanship, improper installation or performance, and non-compliance with the Contract Documents for a period of one year. Unless otherwise specified, the one-year period will begin on the date of final acceptance by the Commissioner.

However, if at any time beyond the one-year Contractor's Warranty period, a latent defect in the work is discovered, the Contractor shall be responsible for re-performance, payment of damages, or such other remedy as deemed appropriate by the City.

4.2.6.1. Correction or Re-Performance of Services

If the Contractor has failed to properly perform the Services, upon direction in writing from the Commissioner, Contractor will promptly re-perform or correct all work or Services identified to be defective or as failing to conform to the standards set forth in the Contract Documents, whether observed before or after completion of the Services. The Contractor is responsible for all costs of correcting such defective or nonconforming Services, including costs associated with fixing any damages, re-performing the Services, and any costs required due to Contractor's inadequate performance.

4.2.6.2. Timeliness

The Contractor must provide the Services in the time-frame required in the Detailed Specifications. If Contractor's response and/or completion time for performance of the Services fails to meet this standard, the CPO may declare the Contractor in default.

4.2.6.3. Delay

If the City has caused the Contractor be obstructed or delayed in the commencement, prosecution or completion of the Services by any act or delay of the City or by order of the Commissioner, then the time herein fixed for the completion of said Services will be extended for an equivalent period of time.

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and CPO in writing, stating the approximate expected duration of delay. Contractor shall not be entitled to an extension of time without such prior notification and request for extension.

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

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

4.2.7. Public Convenience

All Services will be conducted in a manner that minimizes dust, noise, and inconvenience to the normal activities of the facility where the Services are performed. The Contractor is responsible for conducting Services in such a manner as to minimize debris left in the public way and shall provide clean-up as

required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

4.2.8. Clean Up

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

4.2.9. Protection of People, Work, Damages and Repairs

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City.

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to Work under this Contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractor's subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

In the case of any injury to people, or damage to private or public property, the Contractor must submit a written report to the Department Project Manager within one hour detailing: account number, location, date and time in and out, nature, details and final status of emergency service requests. The Project Manager must be notified immediately of calls received or work performed regarding repairs to a service main. Notification can be made during normal working hours (8:00 a.m.-5:00 p.m.) by calling the Project Manager's office phone or cell phone and during other hours by calling a number which will be provided when the Contract is awarded.

4.2.10. Work Performed on City Property

Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of Services required under this Contract.

The Contractor will employ only competent and efficient employees, and whenever, in the opinion of the Commissioner, any employee is careless, incompetent, obstructs the progress of the Services, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Commissioner, remove the employee from the premises and will not employ such employee again for the Services under this Contract, except with the written consent of the Commissioner.

The Contractor will not permit any person to enter any part of a City facility or property while under the influence of intoxicating liquors or controlled substances. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the site of any Services to be performed under this Contract.

The Commissioner has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.

If required by the Detailed Specifications, the Contractor's employees or subcontractors are required to wear suitable uniforms during the time they are on duty on any City property.

The Contractor's employees or subcontractors must wear an identification badge at all times while on duty on any City property.

The Contractor's employees must have proper identification on their person before they will be allowed on any City property.

Smoking is prohibited in all City of Chicago facilities.

The Contractor will require that all employees refrain from disturbing papers on desks, opening desk drawers or cabinets.

While on City premises, the Contractor will not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

4.3. Compensation

The Services will be provided at the prices listed on the Proposal Pages submitted with the Contractor's bid and as accepted by the City. Adjustments to prices will be as provided in the Scope of Work and Detailed Specifications, as applicable.

4.4. Centralized Invoice Processing

This Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation:

Invoices
City of Chicago, Office of the City Comptroller
121 N. LaSalle St., Room 700
Chicago, IL 60602

Invoices for the Department of Aviation:

Chicago Department of Aviation
10510 W. Zemke Blvd.
P.O. Box 66142
Chicago, IL 60666
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: invoices@cityofchicago.org with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

The City may change its invoice submission and processing procedure during the term of this Contract. Should a change occur, the City will notify Contractor of the new procedure which the Contractor will then be required to follow.

4.5. Clean Diesel Fleet MCC 2-92-595

If this Contract is for construction, demolition, restoration, repair, renovation, environmental remediation or environmental abatement of any building, structure, tunnel, excavation, roadway, bridge, transit station or parcel of land and the estimated value of this Contract is \$2,000,000 or more:

- A. Contractor must comply with the Clean Diesel Contracting Ordinance, MCC Section 2-92-595.
- B. Contractor and any Subcontractor(s) must utilize Ultra Low Sulfur Diesel Fuel (ULSD) for any heavy-duty diesel-powered vehicle, non-road vehicle or non-road equipment used in the performance of the Contract.
- C. Contractor and any Subcontractor(s) must minimize idling of motor vehicles and non-road vehicles used in the performance of the Contract during periods of inactivity, and must comply with the anti-idling requirements imposed by any applicable federal, state, or local law.
- D. Contractor and any Subcontractor(s), may not use any of the following vehicles and equipment in the performance of the contract:
 - (i) any heavy-duty diesel vehicle not meeting or exceeding the US EPA's emission standards for heavy-duty diesel vehicles for the 1998 engine model year, unless such vehicle is fitted with a verified diesel emission control retrofit device; or
 - (ii) any non-road vehicle or non-road equipment not meeting or exceeding the US EPA's Tier 1 Non-road Diesel Standards, unless such vehicle or equipment is fitted with a verified diesel emission control retrofit device.
- E. Any heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of this Contract must incorporate such engine or retrofit technology so that the Contractor, through such engine or retrofit technology used directly by the Contractor and all subcontractors, shall have a minimum of 3.0 clean fleet score per a reporting period, as calculated by using the methodology described in MCC subsection 2-92-595(c)(5). Contractor may exclude from the calculation of the clean fleet score up to fifty percent of all of the heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of the contract during a reporting period that are owned or leased by any firm that the CPO has granted a clean fleet score annual waiver certificate pursuant to MCC subsection 2-92-595 (f). However, pursuant to MCC subsection 2-92-595(b)(6), if this contract is advertised after January 1, 2020, the minimum clean fleet score is increased to 4.0, and Contractor may exclude from the calculation up to only twenty five percent of vehicles owned or leased by a firm that has received a clean fleet score waiver certificate instead of fifty percent.
- F. The City may conduct an audit of the Contractor or inspect any vehicle or equipment used in the performance of the Contract to ensure compliance with the requirements specified above. In the event that Contractor or any Subcontractor fails to utilize ULSD or fails to minimize idling or comply with anti-idling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each

day of noncompliance will be a separate violation; provided, however, the damages will not exceed \$50,000 for any one vehicle or piece of equipment, as specified in MCC Section 2-92-595(e). Such liquidated damages are imposed not as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the project and inspection and other enforcement costs, as well as the resultant damages to the public health of its citizens, which damages by their nature are not capable of precise proof. The City is authorized to withhold and deduct from monies otherwise payable to the contractor the amount of liquidated damages due to the City.

Contractor understands that pursuant to MCC subsection 2-92-595(e)(6), any person knowingly making a false statement of material fact to any City department with respect to compliance with the contract provisions specified in MCC subsection 2-92-595(e) Chicago may be fined not less than \$1,000 or more than \$5,000 for each statement.

4.6. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. General

The Contractor must furnish, deliver and or provide Water Meter Installations F.O.B., City of Chicago, Department of Water Management at various locations throughout the City, in accordance with all the terms and conditions of this specification.

5.2. Basis of Award

A. Primary and Secondary Award Process

The City may award with respect to any Group "Primary," or "Primary" and "Secondary," Contracts to the first and second lowest responsible and responsive bidders, respectively, in the amount of each such bidder's Total Group Extended Price for the awarded Group, including any statutorily mandated adjustments to the Total Group Extended Price as applicable.

In the event the Chief Procurement Officer awards Secondary Contracts in addition to the Primary, the City will procure Water Meter Installation Services in the following manner. The City will allocate orders, first, to the Primary Contractor. In the event that the Primary Contractor notifies the City that it will not fulfill, in whole or in part, the order, or if it does not fulfill, in whole or in part, the order, the City shall then issue, subject to the terms of the Contract, an order to the Secondary Contractor for the unfulfilled portion of the order. Each primary and secondary contractor shall have an obligation to fulfill the order that is placed with them

Contractor's failure to fulfill any order placed with it shall be deemed to be an event of default, and, if requested by the CPO, Contractor shall promptly pay to the City cover damages resulting from such failure. This provision is in addition to and does not limit the City's rights to avail itself of the processes and remedies set forth elsewhere in this Agreement. "

B. The Contract is comprised of five (5) Groups. Each group is a separate geographical area of the City. Group A is comprised of the area on the Far North Area – North side of Addison to the North City Limits, Group B is comprised of the area on the North Area – South side of Addison to the North side of Madison, Group C is comprised of the area on the Central Area – South side of 26th Street to the North side of 63rd Street, Group D is comprised of the area on the South Area – South side of 63rd Street to the North side of 87th Street and Group E is comprised of the area on the Far South Area – South side of 87th Street to the South City Limits.

C. All bids for Groups A, B, C, D and E must be submitted by the date and time for submission of bids in the public advertisement. The bid due date for each group will be the same.

5.3. Performance Bond

A Performance and Payment Bond is required for this contract.

The Contractor will, no later than the date of execution, deliver to the Chief Procurement Officer a Performance and Payment Bond in an amount no less than ten percent (10%) of the estimated contract price per Groups. Such bond shall comply with the provisions of 30 ILCS 550/1 et seq., as amended, and of Chapter 2, Section 2-92-030 of the Municipal Code of Chicago, as amended. The surety for the bond must be listed as a certified surety in the most recently published, "Listing of Approved Sureties" of the United States Department of the Treasury Circular 570. The Surety must have an underwriting limitation in that publication in an amount equal to or greater than the amount bid by the Contractor and have a Best's Key Rating guide of "B+", Class XI, or greater. The bond must be in the form attached in the contract Documents (see Exhibit 14).

Contractor may not change its surety without prior written consent of the Chief Procurement Officer. If at any time the surety or sureties, or any one of them, upon such bond becomes insolvent, or shall be in the opinion of the Chief Procurement Officer be unsatisfactory or unable to respond in damages in case of liability on such bond, the Chief Procurement Officer will notify the Contractor and direct that a satisfactory surety or sureties be provided forthwith.

No payment shall be made on account of Work done by the contractor until satisfactory sureties have been provided as directed. In case of neglect, failure, or refusal of the Contractor to provide satisfactory sureties

when so directed within ten (10) days after such notification, the Chief Procurement Officer may declare this Contract forfeited, but such forfeiture shall not release the Contractor or its surety or sureties from any liability which may have accrued prior to, on or after the date of forfeiture.

5.4. Funding

The source of funds for payments under this Contract is Fund Number **018-OF44-088-2030-1300-220540-13000151** and Various. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

5.5. Contract Term

The Term for this Contract will be sixty (60) months, unless terminated earlier or extended pursuant to the terms this Contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page.

5.6. Safety Enhancing Vehicle Equipment Contracting (MCC 2-92-597)

5.6.1. Definitions

For purposes of this section, the following definitions shall apply:

"Commissioner of 2FM" means the City's Commissioner of Fleet and Facility Management.

"Conventional cab" means a large vehicle configuration in which the driver is behind the front axle and the engine is in front of the axle under a discrete hood.

"Convex mirrors" means wide-angle mirrors that enable the operator of a large vehicle to see along the left and right sides of the vehicle by allowing a view of all points on an imaginary horizontal line which is: (i) three feet above the road; and (ii) one foot outside the plane defined by the outer face of the wheels.

"Crossover mirror" means a fender-mounted or hood-mounted mirror that enables the operator of a large vehicle with a conventional cab to see: (i) any person or object at least three feet tall passing one foot in front of the vehicle; and (ii) the area from the front bumper to where direct vision is possible.

"Large vehicle" means any motor vehicle with a gross vehicle weight rating exceeding 10,000 pounds, except an ambulance, fire apparatus, low-speed vehicle with maximum speed under 15 mph, or agricultural tractor.

"Lateral protective device" or "vehicle side guard" means an apparatus installed between the front and rear wheels of a large vehicle that is designed to prevent road users from falling underneath the vehicle.

"Subcontractor" means any person that enters into any tier subcontract to perform work on this Contract.

"Volpe side guard standard" means the United States Department of Transportation's Volpe side guard standard published and referred to as US DOT Standard DOT-VNTSC-OSTR-16-05, as amended; or a functionally equivalent national vehicle side guard standard, as determined by the Commissioner of 2FM.

5.6.2. Safety Enhancing Requirements

Contractor and any Subcontractor must comply with MCC 2-92-597. Contractor and any Subcontractor must retrofit large vehicles used in the performance of the contract, in accordance with the Phase-In Period provided below, with:

- (A) Lateral protective devices. This requirement shall be considered satisfied if: (i) the vehicle is equipped with vehicle side guards in accordance with the requirements of the Volpe side guard standard; or (ii) the vehicle is so designed or equipped at the side that, by virtue of its shape and characteristics, its component parts can be regarded as replacing or functioning as vehicle side guards in accordance with the Volpe side guard standard; or (iii) the vehicle cannot be retrofitted with lateral protective devices as

attested by the contractor or the subcontractor in a statement accompanied by certification from two manufacturers of such devices.

- (B) Left and right side convex mirrors; and
- (C) At least one crossover mirror on the passenger side.

5.6.3. Phase-In Period

Except when a Contractor or a Subcontractor is granted a waiver pursuant to MCC 2-92-597(g), the Safety Enhancing Requirements set forth above shall apply to:

- (A) one-fourth of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2018 but before July 1, 2019;
- (B) one-half of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2019 but before July 1, 2020;
- (C) three-fourths of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2020 but before July 1, 2021;
- (D) all of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2021.

5.6.4. Compliance

Contractor shall submit a written compliance plan to the Commissioner of 2FM with respect to compliance with MCC 2-92-597 within 14 days following the notice to proceed or the placing of the first order under the contract, as applicable.

Every twelve-month period following the notice to proceed or the placing of the first order under the contract, as applicable, or when requested by the Commissioner of 2FM, the contractor must submit to the Commissioner of 2FM, in a form and manner provided by the CPO, a report that includes the following:

- (A) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor;
- (B) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor that are retrofitted with safety enhancing equipment as required as specified above and MCC 2-92-597(b);
- (C) one or more photographs of each large vehicle used in the performance of the Contract by the Contractor and any Subcontractor that is retrofitted with required safety enhancing equipment as specified above and set forth in MCC 2-92-597(b). The photographs must show the large vehicle's license plate number with the safety enhancing equipment fitted on the vehicle; and
- (D) a certification that the Contractor and any Subcontractor in the contract have met the requirements MCC 2-92-597 and the terms of the contract specified pursuant to that section.

5.6.5. Time Extension and Annual Waiver Requests

Upon a written request, accompanied by a compliance plan, of a Contractor or Subcontractor of a Contract entered on or before December 31, 2018, the CPO, in consultation with the Department, may grant a time extension of not more than six months for compliance with the requirements of MCC 2-92-597 with regard to the Contract.

Contractor and any Subcontractors may apply to the CPO for an annual waiver from the requirements of MCC 2-92-597. See MCC 2-92-597(g).

5.6.6. Costs

All costs that the contractor or any subcontractor may incur to comply with contract requirements imposed pursuant to this section are incidental to the overall contract. No additional time or monies shall be granted to the contractor for compliance with these requirements.

5.6.7. Enforcement

The CPO or Commissioner is authorized to inspect or to have inspected any large vehicle used in the performance of this Contract in order to ensure compliance with Safety Enhancing Equipment requirements and MCC 2-92-597.

In addition to other remedies provided by law or specified in the Contract, any person who knowingly makes a false statement of material fact to any city agency with respect to compliance with any contract requirements specified pursuant to MCC 2-92-597 or rules promulgated thereunder shall be fined not less than \$1,000.00 nor more than \$5,000.00 for each such false statement. For purposes of MCC 2-92-597, a person knowingly makes a false statement of material fact when such person makes a false statement of material fact as provided in subsection (d) of Section 1-21-010.

5.7. Authorized Dealer

The Contractor must be the manufacturer of, or an authorized dealer or distributor of the manufacturer of, the products furnished by the Contractor under the Contract. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc.

Documentation which validates the Contractor's current status of authorized dealer or distributor must be submitted with the bid. Contractor must also demonstrate that it has authorization to transfer product warranties to the City of Chicago.

5.8. Price Adjustment (Capped Rate)

A maximum 3% annual increase may be allowed after the initial 12-month period. The Contractor must justify its request for an increase by submitting detailed price data and supporting documentation to the User Department to verify the validity of price increase. The Contractor must also furnish a written statement to the User Department which states that the increase represents the cost of the product and in no way includes an increase for profits or overhead. The User Department and/or Chief Procurement Officer may require additional information to verify the price increase.

The request for price increase must be submitted to the User Department within 30 days of the twelve (12) month anniversary of the Contract start date. If the price increase request is not submitted within this timeframe, the Contractor will not be entitled to a price adjustment for the upcoming year.

5.9. Scope

The scope of work for this contract includes: 1) the installation of 5/8 inch and 1 inch water meters and meter interface units (MIUs) for automated meter reading on accounts that are presently unmetered and; 2) the installation of 5/8 inch, 1 inch, 1 1/2 inch and 2 inch meters and meter interface units (MIUs) for automated meter reading on accounts that are presently metered in order to replace the existing metering equipment. All work will be at various locations throughout Chicago. The placement and installation of meters at each individual site must be performed as indicated in the specifications and must comply and conform to all applicable federal, state, municipal laws and regulations.

Water meters, meter interface units (MIUs), encoder screw bits, and meter seals will be supplied by the Department of Water Management. All other materials (including but not limited to plumbing hardware required for meter installations, and meter pit enclosures and covers) must be provided by the Contractor.

5.10. Items to be Supplied by the Contractor

a. **General.** The Contractor must supply the following components and aspects of installation: overall project management; training and direct supervision of installers; problem solving and complaint handling; appointment scheduling; inspection; meter installation; testing and quality control.

- b. **Tools and Materials.** The Contractor must furnish all supplies, materials, tools and equipment necessary for the successful and timely completion of all meter and MIU installations under this Contract as specified herein, except for the following items: water meters, meter interface units, seals and seal crimping tools, which will be furnished by the Department.
- c. **Meter Enclosures.** See Exhibit 3 for a detailed description of the approved materials for outdoor meter enclosures.
- d. **Use of Digital Photography.** The Contractor must use a digital camera to record site conditions both before and after the meter installation. The photos must show all of the work performed including the complete meter installation, valves, piping or other work needed to complete the installation. Each month the Contractor must submit a cumulative electronic collection of all photo files created for the Contract to date. The photos must be electronically submitted in EAM. Digital photos must be a minimum of three (3) megapixels and must be “stamped” with the date and time. The photos must be indexed by address, meter number, premise number, date taken and photographer name. sample pictures are attached
- e. **Vehicles.** The Contractor must provide all vehicles required for the project. The Contractor must provide service vehicles on site stocked with common fittings and supplies needed for normal service restoration and/or replacement. The Contractor’s vehicles, including private vehicles used for the work, must have the company logo prominently displayed on both sides of the vehicle. Any employee of the Contractor or its subcontractors that drives a vehicle in connection with this project must have a valid driver’s license for the class of vehicle being driven, and must be insured as specified in this Contract.
- f. **Parking.** The Department requires that the Contractor deploy vehicles to minimize parking problems and avoid blocking any streets. The Contractor must follow all parking laws. The Contractor must be responsible for all parking violations.
- g. **Field Communications.** All of the Contractor’s personnel assigned to this project must be equipped with cellular phones or radios so that problems or questions can be addressed immediately and the Installation Manager can be contacted immediately if needed.
- h. **EAM Work Order System.** The Contractor must provide all installation teams a portable computer with high speed, wireless access, equipped with EAM software, a work order system used by the Department, and the product which will be used to assign all work to the Contractor, and to control all work through its completion and inspection. The EAM work order system is presently known as Info EAM 8.4 or latest version which is currently in use by the Department. The Contractor must obtain a sufficient number of software licenses to allow real time entry and updating of work scheduled, in-progress and completed. Contractor can utilize city’s existing GIS Work order system. For further information on EAM licensing contact:

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Contractor must comply with the requirements in Exhibit 15 Data Policy/Data with Contractor regarding treatment of City data.

5.11. Permits and Fees

The contractor will be responsible for applying for and obtaining the proper permits. Contractor can’t initiate the work unless the desired permit is applied and approved.

5.12. Project Office and Storage Area

5.12.1. Project Office.

The Contractor must provide a project office and a safe and secure storage area, within a twenty-five (25) mile radius of the intersection at State Street and Madison Avenue located in the City of Chicago,

adequate to meet the requirements of the Contract. Administrative support must include adequate clerical personnel, computers (with all appropriate mass and removable storage devices), software (including EAM work order system), fax and telephones to: receive customer calls, communicate with the Department, and process meter installation work orders and related reports. The Contractor must also maintain an internet email address for communications and file transfers to/from Department. The Contractor must provide the Department with at least one (1) weeks' notice of changes in phone numbers and immediate notice of phone system outages.

5.12.2. Storage Area.

The Contractor must provide ample and secure space to store meters and other supplies and equipment as necessary to perform the assigned work and fulfill the scheduled appointments. These meters supplies and equipment will be directly shipped to the contractor's storage area.

5.12.3. Phone Service

The Contractor must have a staffed, twenty-four (24) hour emergency number. An answering machine or voice mail is not acceptable for the twenty-four (24) hour emergency number.

5.12.4. Facility Inspection

The Contractor must make all facilities associated with this contract safe and secure and available for inspection by the Department prior to the start of work and at any time during the term of the Contract or warranty period.

5.13. Project Management

5.13.1. Field Supervision.

To ensure high quality field supervision, there must be a maximum of five "teams" assigned to any field supervisor. A "team" is defined as one or more persons working on a job. The use of a working supervisor to serve as a field supervisor is acceptable. The working supervisor's team, however, is considered to be one of the five teams for supervisory purposes.

5.13.2. Project Management Reporting.

The Contractor must submit regular reports to the Department describing all aspects of the program including descriptions of performance relative to assignments. Report formats and frequency will be established with the Department.

5.13.3. Accessibility of Contractor Staff.

The Department will, at all times, be provided with cellular phone numbers, and specific office and home telephone numbers of the Contract Manager and Installation Manager. Said Contract Manager and Installation Manager must respond promptly and fully to all Department communications at all times (including nights, weekends and holidays). All Contractor field staff must be equipped with cellular phones.

5.13.4. Reports.

Installers must be equipped with portable computers with high speed wireless access. Installers must update and complete work order records as soon as the installation work is complete and upload to EAM in real time.

5.13.5. Contract Management Meetings.

The Contract Manager must meet with the Department personnel periodically and not less than monthly to update them on progress.

5.13.6. Installation Management Meetings.

The Contract Manager must meet with installation staff as needed to ensure that staff are fully aware of their own performance and to arrange for any needed training to ensure consistently high quality in all aspects of the Work.

5.14. Quality of Workmanship and Materials

Standards of Performance. The Contractor must perform or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill care and diligence normally exercised

by experienced Contractors performing work in projects of a scope and magnitude comparable to this project. The Contractor must use reasonable efforts to assure timely and satisfactory completion of the Work. The Contractor must at all times, act in the best interest of the City. The Contractor must perform or cause to be performed, all Work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the City.

The following performance standards must be maintained:

STANDARD	DEFINITION	IMPACT ON CONTRACTOR
Installation Quality	Installation deemed unsatisfactory upon quality control inspection by DWM	\$300 liquidated damages for each instance as they occur
Late arrivals	Installation Contractor arrives late for an appointment and fails to notify customer ahead of time	\$25 liquidated damages for each instance as they occur
Missed appointments	Installation Contractor misses scheduled appointment and fails to notify customer	\$300 liquidated damages for each instance as they occur
Customer Complaints	Percentage: Number of customer complaints divided by total installations	Retraining employees on whatever deficiency is involved, still no improvement within 1 month, possibility of contract termination
Customer complaint response time	From time of call to callback From time of call to on-site response if needed	\$300 liquidated damages as they occur
Data discrepancy	Percent of work orders turned back to Installation Contractor after failing data validation	No payment made until data matches and confirming reading obtained. If not resolved within 1 month, possibility of contract termination
Buffalo Box (B-box) locating	Contractor claims existing b-box and roadway cannot be located; however, DWM is later able to successfully locate	Actual cost for such work incurred by Department, for each incident, will be deducted from compensation due or which may become due under this Contract

If the Contractor fails to meet the performance requirements of this Contract, the Contractor must: submit justification for his inability to meet the requirement, submit a proposal to remedy the performance, and modify his operation to provide such amended procedures, additional materials, equipment, and labor necessary to meet the requirement. The consequences to Contractor for failure to meet the standards, as specified above, are not a limitation on the right of the City to avail itself of any remedies at law or in equity for Contractor's failure to comply with the requirements of the Contract.

5.14.1. Work Stoppage.

Should work cease for any reason, the Contractor must notify the Department immediately. The Contractor must then notify the Department at least twenty (24) hours before resuming operations.

5.14.2. Correction of Work.

The Contractor when directed in writing by the Commissioner, will promptly remove, re-perform or correct all Work identified to be defective or as failing to conform to the standards set forth above or in the Contract Documents, whether observed before or after completion of the Contractor's Work and whether or not installed or completed. The Contractor will bear all costs of correcting such defective or nonconforming Work, including costs associated with removing any nonconforming Work and installing corrected Work and compensation for any additional services made necessary thereby. Contractor has 10 days to fix their work.

5.14.3. Failure to Proceed with Directed Work.

In case of failure on the part of the Contractor to execute Work ordered, in writing, by the Commissioner, the Commissioner may, at the expiration of a period of forty-eight (48) hours, request the Chief Procurement Officer to give notice, in writing, to the Contractor and proceed to execute such Work as may be deemed necessary and the cost thereof, will be deducted from compensation due or which may become due the Contractor under this Contract.

5.15. Department Responsibilities

5.15.1. Work Scheduling System.

The Department will provide and allow the Contractor access to a computer-based scheduling system through which all appointments for meter installation work will be scheduled. Contractor will call to fill the appointments if necessary.

5.15.2. Department Project Manager.

The Department will designate an employee or agent who will manage the project on behalf of Department. The function of this Project Manager is to coordinate with the Contractor and ensure compliance by the Contractor with the specifications. The designation of a Project Manager shall not relieve the Contractor of its full responsibility to comply with the terms of the Contract and/or all plans and specifications.

5.15.3. Installation Acceptance.

Each installation will be accepted by the Department conditioned upon (1) electronic submission of a list of completed installations containing for that installation the premise identification number, address, meter serial number, meter reading, MIU serial number, location of meter and MIU, installer's name, Contractor's inspector's name, and all other information relevant to the installation; (2) at its option, satisfactory inspection by the Department; (3) contractor will verify the reading.

5.16. Work Procedures

5.16.1. Discussion with Property Owner.

Before any installation work begins, the Contractor must discuss with the property owner where the meter will be installed, any hole that will need to be cut into walls, whether doors will be installed, where the wire will be installed, and where the MIU will be installed. If an access door is required, explain whether the door will be installed at the same time as the meter installation, or whether a second visit will be required. Show the Customer a meter and an MIU. If a pit is required, (and that decision has been approved by the Department) the Contractor will discuss the pit location with the property owner.

5.16.2. Completed Permission Form (Service is presently unmetered).

The Contractor must obtain a completed permission form signed by the property owner (see Exhibit 6) permitting each and every installation before the work begins. The form must explicitly describe any wall openings to be made for the installation and when any access door will be installed.

5.16.3. Procedures Testing.

Prior to the commencement of full-scale installation, the Contractor must install approximately 400 meters and MIU's following the approved procedures. During this test and a period not longer than twenty (20) business days following it, the Department will evaluate the procedures for public

notification, scheduling installations, meter and MIU installation, data transfer to the Department's billing system, meter reading over the system, installation data management and project control, and problem resolution, to ensure they are working and effective. The Department may require the Contractor to modify any procedures that it deems are deficient or ineffective or otherwise unacceptable to the Department. No other work will be started until the project control procedures and systems are determined to be performing well, and the installation procedures have been approved by the Department.

5.16.4. Replacing Valves.

If inside control valves that have been shut off cannot be reopened or if the control valves are of the wrong size or type, the Contractor must replace such valves following Department rules, regulations and specifications, upon being authorized by the Department. The Department will reimburse the Contractor for the valve replacement in accordance with the Schedule of Prices for this Contract.

5.16.5. Access to Water Facilities.

If any of the water facilities required for installation or replacement of a meter (such as the inside control valve or interior piping) are not accessible because of obstructions placed in the way by the property owner, the Contractor must make at least three (3) attempts within 30 days of encountering the inaccessible facilities, to notify the customer to remove the obstruction or provide access to the meter installation site. These attempts must be documented on the service order record. After three documented attempts to install the meter, the Installation Manager may request the Department Project Manager to direct the customer to provide access and schedule the meter installation. If the Department is unable to provide access, the Contractor is relieved of the to install a meter. The Contractor will only be paid for completed installations and is expected to provide all reasonable support in resolving difficult installation situations.

5.16.6. Repairs.

At its option, the Department may authorize the Contractor to make any necessary repairs to service lines or piping, order the customer to make such repairs, or undertake such repairs itself.

5.16.7. Service Line Damage.

The Contractor must be responsible for repairing any service line it damages at its sole cost and expense, unless he has reported (prior to commencement of installation) a condition of antiquated or inferior plumbing to the Department and the Department has authorized the Contractor to proceed with the work. (See Exhibit 8). In the event a service line fails during or after the installation procedure has been authorized to proceed, the Contractor must perform the necessary repair work to the water service line. The cost of this additional service will be reimbursed to the Contractor in accordance with the Schedule of Prices for this Contract. This price will include site preparation, all labor, material and permits as required. All work must comply with Department's standards for service repairs or replacement. All plumbing work must be authorized and inspected by the Department and will be subject to Department approval. Any damage done by the Contractor outside the area and scope of the Work of the Contract must be repaired or replaced at Contractor's sole cost and expense.

5.16.8. Completed Work Orders.

All information requested on the work order must be completely filled out and uploaded to EAM in a real-time manner for the installation to be considered complete and eligible for payment.

5.16.9. Restrictions and Special Reports.

The installer must list on the work order any information such as: a dog problem, leaking plumbing, leaking water tank, cross connections, arcing ground cable, etc. Problems of an urgent nature (such as an arcing electrical ground or a serious leak) must be reported to the Department immediately and the homeowner shall be notified while the installer is on site. Contractor will provide bi-weekly incident reports to city.

5.17. Contractor's Employees

The Contractor must be appropriately licensed to perform the tasks undertaken pursuant to this Agreement, if required by law. Contractor must ensure that all tasks that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in applicable discipline, and that all employees or subcontractors are appropriately licensed as may be required by law.

5.17.1. Bonding.

The Contractor must insure that all installer personnel are properly licensed and bonded. The Contractor must employ only competent, efficient workers of the highest character and fitness, and must not use any person not skilled in the work assigned to them to perform any work under this Contract. The Contractor must provide the Department with the name of any proposed employee, and other information as may be required. The Department reserves the right to disapprove the use of any proposed employee on this Contract. However, the Contractor must be solely responsible for selecting its employees and for the behavior of its employees.

5.17.2. Background Checks.

Each prospective employee of the Contractor must be subject to a criminal background check of each state and county in which the prospective employee has resided during the last ten years and a check of the prospective employee's driver's license and vehicle registration. Such checks must be performed at the Contractor's sole cost and expense by a licensed private security firm retained by the Contractor. The results of these investigations must be made available to the Department if requested. The Contractor must have a background check for each employee performed annually over the duration of the contract. Any oversight provided by the Department will in no way relieve the Contractor of the responsibility to hire personnel with the appropriate character and fitness to perform the work required.

5.17.3. Training and Inspection of Employees.

Contractor must train all employees in the subject areas required by the Department, including technical aspects of meter, MIU, and meter pit installations; record-keeping related to the field work; and customer service. The Department will provide training materials in these areas, which the Contractor must copy as needed. The Department will provide training one time to key Contractor employees, who must train the balance of the Contractor's staff. The Contractor must also provide all other training needed to ensure that all field staff performing meter installation work are trained in these technical specifications, manufacturers' procedures, OSHA regulations and any other technical tasks required to perform the work. Meters must be installed by qualified personnel who have met minimum certification requirements. The content and scheduling of such training and certification program must be subject to the prior approval of the Department's Project Manager. During this program the field staff must be trained in the technical and procedural aspects of the work for a minimum of eight (8) hours. In addition to this, the field and office staff must be instructed for a minimum of four (4) hours on the professional and courteous manner in which they must conduct themselves when dealing with the Department customers and basic facts concerning the metering program and the customer service, notification, and record-keeping requirements of this Contract. The training program must be in the Contractor's shop or training facility, not in customers' homes. Upon satisfactory completion of the certification program, field staff must complete five days of work under direct supervision of qualified supervisors. After an employee completes 100 installation projects, the Contractor must evaluate the employee's ability and forward the results to the Department's Project Manager. The training program must include written and practical tests. The Department's Project Manager, or his designee, may attend any training class for the purpose of program evaluation.

5.17.4. Uniforms and Identification.

The Contractor's field personnel must wear easily recognizable uniforms containing the Contractor's name, as well as prominently displayed picture identification badges containing the Contractor's name, employee name, title and signature, employee picture and employee I.D. number. Employees must also be issued and carry identification cards issued by the Department. The Contractor's employees who are no longer employed by the Contractor must be required to return their uniforms and identification cards immediately upon termination of employment and the Contractor must immediately notify the Department of all such terminations and if identification cards were received from terminated employee.

5.17.5. Socializing.

Contractor's employees must refrain from socializing with, or using facilities of, the Department's customers. If a situation occurs between employee and the customer such as: arguments, accusations, offers, etc., the employee must report this on the work order and report it within one business day.

5.17.6. Contractor Employees.

Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

5.18. Exclusive Work Agreement

5.18.1. Soliciting.

The Contractor and/or its employees or subcontractors will not solicit or accept any business from the property owner nor must they attempt to solicit or accept any business for a period of two (2) years from the date of the work under this Contract. The Contractor and its employees or subcontractors must not solicit or accept any payment or gratuity for performing the work of this Contract other than payments made by the City pursuant to the Contract. The Contractor must obtain signed statements from all employees and subcontractors confirming their understanding of these restrictions and that violations may lead to dismissal. The Contractor is advised that periodic, random checks will be conducted by the Department during the contract period and the years afterward. Failure to meet this requirement may result in termination of the Contract by the Department.

5.18.2. Referrals Prohibited.

The direct or indirect recommendation to property owner(s) or their representatives, made by or through the Contractor or its employees, of a particular plumber or other company for the performance of any work is strictly prohibited.

5.19. Confidentiality

Data Property of City of Chicago. Any customer information provided to the Contractor for their use in this Contract or gathered by the Contractor in the execution of this Contract is the property of the City of Chicago. It is not public information and must not be used for any purposes other than this Contract nor must it be sold or given by the Contractor to any party.

All deliverables and reports, data, electronic files, software, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City

are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

5.20. IEPA Loan Requirements

5.20.1. IEPA Loan Provisions

This project will be funded in part or in whole by a loan from the Illinois Environmental Protection Agency (IEPA). The contract between the City of Chicago and the Contractor will be subject to regulations contained in the procedures for loans from the Public Water Supply Loan Program (35 ILCS 662).

5.20.2. Additional Requirements for Payment for Changes [35 IL Admin. Code 355.620, 662.602(c)].

For each request for payment for change, Contractor shall submit data required in such detail to enable the City of Chicago to ascertain necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed for payment by the IEPA Loan.

5.20.3. Audit: Access to Records [35 IL Admin. Code 365.602(d), 662.602(d)]

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work (including portion funded by the IEPA Loan) consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in preparation or support of any cost submissions required for changes as described above and in the Contract Documents, and a copy of the cost summary submitted to the City of Chicago. The Illinois Auditor General, the City of Chicago, IEPA, or any of their authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor shall provide facilities for access and inspection.

B. For a formally advertised, competitively awarded, fixed price contract, the Contractor shall include access to records as specified above for all negotiated contract changes, change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other price contracts, the Contractor shall agree to include access to records as specified in subsection 3.a above in all his contracts and all tier subcontracts for contract changes, change orders and contract amendments in excess of \$25,000 that are directly related to project performance.

C. Audits shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

D. The Contractor shall agree to the disclosure of all information and reports resulting from access to records pursuant to subsection 3.a above. Where the audit concerns the Contractor, the auditing agency shall afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

E. The records required by subsection 3.a above shall be maintained and made available during performance of the work being funded by the IEPA Loan and for three years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising

out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after resolution of such dispute, appeal, litigation, claim or exception.

- F. The right of access will generally be exercised with respect to financial records under:
 - 1. Negotiated prime contractors
 - 2. Negotiated contract changes, change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract: and
 - 3. Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G. The right to access will generally not be exercised with respect to a prime contract, subcontract or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - 1. With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - 2. If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

5.20.4. Additional Requirements for Subcontractors [35 IL Admin. Code 352.620(e), 662.620(e)].

The award or execution of all subcontracts by a prime Contractor and the procurement and negotiation procedures by the prime Contractor shall comply with the following:

- A. All applicable provisions of federal, state and local law;
- B. All provisions of this agreement and all provisions of IL State Law Title 35, subtitle F, Chapter II Part 662 regarding fraud and other unlawful or corrupt practices
- C. All provisions of this agreement all provisions of IL State Law Title 35, subtitle F, Chapter II Part 662 with respect to access to facilities, records, and audit of records.
- D. Certification by subcontractors of compliance with Federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.

5.20.5. Additional Requirements With Respect To Contractor Bankruptcy [35 IL Admin. Code 352.620(f), 662.620 (f)]

In the event of Contractor bankruptcy, the City of Chicago will notify IEPA and will keep IEPA advised of any negotiations with the bonding company, including any proposed settlement. IEPA may participate in those negotiations and will advise the City of Chicago of the impact of any proposed settlement on the loan agreement between the City of Chicago and IEPA. The City of Chicago will be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

IEPA Access [35 IL Admin. Code 365.810(b), 662.810(d)].

The Contractor and all subcontractors shall provide IEPA representatives with access to the work. The Contractor or subcontractor shall provide facilities for access and inspection. IEPA or any authorized representative shall have access to any books, documents, papers and records that are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

5.20.6. Disputes and Remedies [35 IL Admin. Code 365.640(c), 662.640(c)].

Disputes and Remedies shall be addressed in accordance with this Contract. In accordance with IEPA loan requirements all claims, counter-claims, disputes and other matters in question between the loan recipient (City of Chicago) and the Contractor arising out of or relating to a sub-agreement or its breach and not resolved in accordance with the Contract Documents shall be decided in a court of competent jurisdiction in the State.

5.20.7. Covenant Against Contingent Fees.

In addition to other requirements of this agreement, Contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City of Chicago, shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.20.8. Additional Requirement for compliance with 40 CFR 33 – Non Discriminator.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirement of 40 CFR 33 in the award and administration of awarded under IEPA financial, assistance, agreements (IEPA Loans). Failure by the contractor to carry put these requirements is material breach of this contract which may result in the termination of this contract or other legally available remedies.

5.20.9. Additional Non-Collusion Provisions

In addition to other requirement in this agreement, contractor shall be subject to the following non-collusion provision of 35 IL Admin. Code 365.662.620.

- a) By submission of the bid, each bidder certifies, and in the case of joint bid each party thereto certifies as to his or her own organization, that in connection with the bid:
 - I. The prices in the bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to the prices with any other bidder or with any other competitor;
 - II. Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
 - III. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition. Also, each bidder shall submit a certification regarding compliance with Article 33E of the Illinois Criminal Code of 1961 [720ILCS 5/33E].
- b) Each person signing the bid shall certify that:
 - I. He or She is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to subsection A. above; or
 - II. He or She is not the person in the bidder's organization responsible for the decision as to the prices bid but that he or she has been authorized to act as agent certifying that such persons have not participated, and will not participate, in any action contrary to subsection b. above and as their agent shall so certify. He or She shall also certify that he or she has not participated, and will not participate, in any action contrary to subsection A. above.

5.20.10. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

As specified in the Non-Discrimination, Federal Requirements, Contractor shall meet requirements of Executive Order 11246. As part of IEPA Loan requirements, the text of Executive Order 11246 is included herein:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

The Bidder's attention is called to the "Equal Opportunity Clause" and "Standard Federal Equal Employment Opportunity Construction Contract Specifications" in Executive Order 11246 (see 41 CFR 60.4).

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
	Insert Goals* for Each Year 25%	Insert Goals* for Each Year 5%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the executive Order and the regulations of 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs *** within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is City of Chicago, Cook County, Illinois**.

Notes

- * Goals and time tables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP). Percentages for Cook County, Illinois included above provided by IEPA as published in the Federal Register Friday, October 3, 1980.
- ** Insert description of the geographical area where the contract is to be performed giving the state, county, and city, if any.
- *** For more information on these requirements and directions for submitting letters contact (information valid as of August, 2000): Office of Federal Contract Compliance Program, Region V Operation Branch, Kluczynski Federal Building, 230 South Dearborn Street, Room 570, Chicago, IL 60604, voice (312) 353-0335, Fax(312) 353-2813.

American Iron and Steel Requirements

A. This work is funded in all or in part by the USEPA Drinking Water State Revolving Loan Fund as administered by the Illinois Environmental Protection Agency (IEPA). Current loan rules include a requirement that certain iron and steel products incorporated into the project be produced in the United States (USA). The requirements are commonly called the American Iron and Steel Requirements (AISR). The Contractor certifies that any "Buy America" provisions will be met. The current loan rules require that the Contractor provide verification to the City that all iron and steel covered by the AISR are American-made. More details on the AISR requirements can be found on the Illinois EPA web site. (<http://www.epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance/index>)

B. The Contractor acknowledges to and for the benefit of the City of Chicago ("Purchaser") and the State of Illinois (the "State") that it understands the goods and services under this agreement are being funded with monies made available by the Clean Water State Revolving Fund which has statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement" (or AISR) including iron and steel products provided by the Contractor pursuant to this project. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement (AISR), (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement as may be requested by the Purchaser or the State. Notwithstanding any other provisions of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of the project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect) shall be amended or waived without prior written consent of the State.

C. The AISR provisions apply to items actually incorporated into the work. The provisions do not apply to items that are used temporarily in the construction and then removed from the work. Such temporary items include: traffic control equipment, trucks, construction equipment, tools, testing equipment, temporary steel plates for construction in roads, trench boxes, scaffolding, dewatering well

points, dewatering pumps, hoses, temporary utility supports, temporary sheeting and shoring, lights, temporary devices, temporary trailers, and all other temporary equipment, materials and components used to construct the work, but not incorporated into the work.

D. Mechanical and electrical components and systems are not considered “construction materials” and are not required to meet these requirements.

a. Mechanical components typically have motorized parts and/or are powered by a motor.

b. Electrical equipment is typically any equipment powered by electricity and includes components that are part of the electrical distribution system.

c. Examples of mechanical and electrical components not required to meet these provisions (including appurtenances necessary for their intended use and operation) include pumps, motors, gear reducers, drives, variable frequency drives, valve actuators (electric/hydraulic/pneumatic), mixers, gates, motorized screens (such as traveling screens), blowers, aeration equipment, compressors, meters, sensors, controls, switches, supervisory control and data acquisition (SCADA) equipment, computer systems, filtration systems, filters, settling/clarifier equipment, settling/clarifier mechanisms, rakes, grinders, disinfection systems, sediment dewatering equipment, conveyors, cranes, HVAC equipment (excluding ductwork, which is covered by this requirement), water heaters, heat exchangers, generators, electrical boxes, electrical enclosures, electrical switchgear, motor control centers, control panels, lighting fixtures, electrical conduit and wiring, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical equipment, etc.

E. Construction material primarily made of iron or steel and permanently incorporated into the finished project must meet these requirements.

a. “Steel” items are defined as “an alloy that includes at least 50% iron, between 0.02% and 2% carbon, and may include other elements”. This steel definition includes carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

b. Iron includes ductile iron, cast iron, grey iron and other iron materials.

c. An item is considered to be made “primarily of iron or steel” if it is “made of greater than 50% iron or steel, measured by cost”. Cost is based on “material cost” which includes the material and labor cost to manufacture the iron or steel product the cost to assemble a multi part item. (For instance, for a fire hydrant the material cost includes the labor and material cost to manufacture the iron and steel parts, but not to assemble the hydrant).

d. Produced in the United States (USA) means that all manufacturing process must take place in the USA. This includes melting, refining, forming, rolling, drawing, finishing, fabricating and coating.

i. If any domestic iron and steel product is taken out of the USA for any part of the manufacturing process, the entire product is considered to be from foreign source.

ii. Raw materials such as iron ore, limestone, and iron and steel scrap used to create the iron and steel do not have to come from USA sources.

iii. Coating materials applied to the iron or steel products do not have to come from USA sources.

iv. Non-iron or steel components of an iron or steel product do not have to come from USA sources. For instance, non iron or steel components of fire hydrants and valves do not have to come from USA sources.

e. Municipal castings permanently incorporated into the finished project made of grey iron, ductile iron or steel must meet this requirement. Examples of municipal castings are as follows: Access hatches, ballast screen, benches (iron and steel), bollards, cast bases, cast iron hinged hatches, square and

rectangular castings, cast iron riser rings, catch basin inlet, cleanout/monument/valve boxes, construction covers and frames, curb and corner bollards, curb openings, detectable warning plates, downspout shoes (Boot, Inlet), drainage grates/frames/curb inlets, inlets, junction boxes, lampposts, manhole covers/rings/frames/risers, meter boxes, service boxes, steel hinged hatches (square and rectangular), steel riser rings, trash receptacles, tree grates, tree guards, trench grates, valve boxes/covers/risers.

f. Structural steel shapes permanently incorporated into the finished project must meet this requirement. Examples of structural steel shapes include I-beams, channels, angles, tees, zeos, H-piles, sheet piling, tie plates, cross ties, tie rods, etc.

g. Iron and steel construction products permanently incorporated into the project must meet this requirement. This includes, but is not limited to the following components if made of iron or steel: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope, cables, tubing, framing, joists, trusses, fasteners (including nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and tube fencing, guardrails, doors, stationary screens, etc.

h. Iron and steel components of cast in place and precast reinforced concrete must meet these requirements. Examples include reinforcing bars, wire fabric, etc.

i. All precast manufacturing must be done in the USA

ii. Cement and other raw materials used in the concrete production do not have to have a USA origin.

i. Iron and steel piping systems permanently incorporated into the project must meet this requirement. This includes, but is not limited to the following components if made of iron or steel: pipe (lined or unlined), fittings, valves, hangers, couplings, hydrants, castings of type, tanks, flanges, pipe clamps, restraints and other appurtenances

F. The regulations allow certain “waivers” from the AISR requirements. Except for the “de minimis waiver” discussed below, waivers will be difficult and time consuming to apply for. The regulation assumes that waivers will be rare exceptions. For this project waiver applications will be reviewed and approved or rejected by USEPA. The Contractor must notify the Representative of the Commissioner if a component of iron, steel that meeting AISR is not available. The Contractor must provide documentation necessary for the City to prepare a waiver application to USEPA that meets USEPA waiver approval requirements. The allowable waivers are identified the March 20 2014 USEPA guidance memo on AISR. The documentation required from the Contractor for a waiver will be identified on a case-by-case basis.

G. USEPA has promulgated a “de minimis” waiver that allows the use of non-USA iron and/or steel goods when they occur in de minimis as incidental components of the eligible project.

a. Total de minimis incidental components cumulative may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into the entire project.

b. The cost of an individual item included in the de minimis calculation may not exceed 1 % of the total cost of the materials used in and incorporated into the entire project.

c. USEPA considers the following miscellaneous generally low cost items to be eligible for the de minimis calculation: small washers, screws, fasteners (including nuts and bolts) miscellaneous wire, corner bead, ancillary tube, etc. Iron and steel items that cannot be included in the de minimis calculation include pipe, elbows, flanges, brackets, tees, fittings, valves, treatment and storage tanks, support structures, HVAC duct work, iron and steel construction products and castings, etc.

d. The Contractor may consider that the following items meet the USEPA de minimis waiver: Nuts and Bolts, nails, miscellaneous wire. The Contractor must identify to the City which items on the work will be considered as being provided under the USEPA de minimis waiver. The Contractor must provide documentation to the City showing that the total cost of the items being provided under the USEPA de minimis waiver comprise no more than 5% of the total materials cost used in and incorporated into the

work. Alternatively, the Contractor may consider these items as iron, steel meeting the AISR and provide the appropriate documentation for that category as discussed above.

H. Contractor must provide verification documentation that each iron, steel component incorporated into the work meets the AISR. If the Contractor changes suppliers at any time during the construction for any iron, steel, good, or component covered by the requirement, or if any new item is added to the work, the Contractor must notify the Representative of the Commissioner of the change, and must provide to the City verification documentation that the new component meets the AISR .

I. The Contractor must maintain a log of all iron, steel components incorporated into the work that are covered by this requirement. The log must include (at a minimum) the name of the component, the name of the supplier, the date of supplier provision of verification, an alpha/numerical reference number of the supplier's verification documentation, and an appendix including copies of each supplier verification document, each page marked with the Contractor's alpha/numeric reference number for that item. Also provide additional verification for conformance with AISR as discussed in more detail below. The Contractor must provide the log file (including appendix and other supplemental information) to the City as follows:

a. On a monthly basis until all iron, steel and manufactured good components incorporated into the work are included in the log and appendix.

i. Contractor monthly pay application will not be approved until acceptable log file and appendix has been received by City, or, if no changes have been made, a letter from the Contractor is received stating that no changes have been made and the date of the last complete submittal.

b. Each time a supplier of a component is changed, or a new component added to the work.

c. At the request of the City.

J. In addition to the items identified above, Contractor must include in log and provide verification documentation on other items incorporated into the work that may not be listed above including: items inadvertently not included in the lists; items added by addenda, change order, field order or response to request for information; items added to the work by any other means.

K. Documentation Requirements

a. The AISR provisions require the Contractor to submit proof of compliance for each iron and steel product covered by the regulations. As required by the AISR provisions the contractor must use one of the following two alternative proofs of compliance.

i. Proof of Compliance Alternate 1 - Contractor is to provide "step certification" of production of each iron and steel product covered by the regulations.

1. Each handler, supplier, fabricator, manufacturer, processor, coater must provide a certification that their step in the process was performed in the USA. Each time a step in the manufacturing process takes place, the manufacturer delivers the work along with a certification that the work was done in the USA. Provide certification documentation for each step to the Contractor for submittal to the Representative of the Commissioner.

2. Sample Step Certification Letter

(Company Letterhead)

(Letter Date)

To: (Representative of the Contractor) (Project name)

From: (Name of Company providing product and Certification)

(Company Address) (City, State, Zip)

Subject: American Iron and Steel Step Certification (Project Name)

City of Chicago Department of Water Management

(DWM Project Number)

I, (name of company representative), certify that the (name manufacturing step, i.e. melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing/fabricating, etc.) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated by the USEPA State Revolving Fund Program as administered by IEPA in Illinois.

Material
xxx
xxx
xxx
xxx

These processes took place at the following location:

(Facility Name, Facility Address)

If any of the above compliance statements change while providing material to this project, we will immediately notify you.

(Signed by Company Representative)

- ii. Proof of Compliance Alternate 2 – When the final manufacturer delivers the iron or steel product to the worksite, the vendor or the Contractor may provide a certification that all the manufacturing processes occurred in the USA.

1. Sample Certification Letter (Company Letterhead)

(Letter Date)

To: (Representative of the Contractor) (Project name)

From: (Name of Company providing product and Certification)

(Company Address) (City, State, Zip)

Subject: American Iron and Steel Step Certification (Project Name)

City of Chicago Department of Water Management (DWM Project Number)

I, (name of company representative), certify that the following products and/or materials shipped or provided for the subject project are in full compliance with the American Iron and Steel requirement as mandated by the USEPA State Revolving Fund Program as administered by IEPA in Illinois.

Material	Mfg. or Fab. Process	Location Where Process took Place Name, Address
xxx	xxx	xxx
Xxx	Xxx	Xxx
xxx	xxx	xxx

If any of the above compliance statements change while providing material to this project, we will immediately notify you.

(Signed by Company Representative)

L. The documentation letters must be submitted with the Shop Drawings provided for approval.

- a. If the letters are not available at the time of shop drawing submittal, the shop drawings must contain a statement that the materials meet the AISR provisions, and state that the compliance letters will be provided prior to delivery of materials to the site.
- b. Materials will be rejected if required documentation is not provided.

- Additional Requirement for compliance with 40 CFR 33 – Non Discriminator. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirement of 40 CFR 33 in the award and admiration of awarded under IEPA financial, assistance, agreements (IEPA Loans). Failure by the contractor to carry put these requirements is material breach of this contract which may result in the termination of this contract or other legally available remedies.
- Additional Non-Collusion Provisions
 - a) In addition to other requirement in this agreement, contractor shall be subject to the following non collusion provision of 35 IL Administrative Code 365.662.520
 - b) By submission of the bid, each bidder certifies and in the case of joint bid each party thereto certifies as to his or her own organization, that in connection with the bid
 - I. The price in the bod have been arrived independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to the prices with any other bidder or with any other competitor.
 - II. Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and

- III. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition. Also, each bidder shall submit a certification regarding compliance with Article 33E of the Illinois Criminal Code of 1961 [720ILCS 5/33E]
- c) Each person signing the bid shall certify that;
 - I. He or She is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated and will not participate, in any action contrary to subsection b, and, or that
 - II. He or She is not the person in the bidder's organization responsible for the decision as to the prices bid but that he or she has been authorized to act as agent certifying that such persons have not participated, and will not participate, in any action contrary to subsection b. above and as their agent shall to certify, He or She shall also certify that he or she has not participated, and will not participate in any action contrary to subsection b. above.

5.20.11. USEPA/IEPA Davis-Bacon Wage Guidance

In addition to the Davis-Bacon (DB) wage requirements of this document the following provisions shall apply to all contracts above \$2,000 in value.

- (a) Minimum wages.
 - (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is included in Book 2 and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Davis Bacon wage determination from the U.S. Department of Labor's (DOL) web site, www.wdol.gov.

- (2) (a) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA Contract award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the City to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the City do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (2) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the

contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (4) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- b. Withholding, the City shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- c. Payrolls and basic records.
 - (1) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (2) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the City shall provide written confirmation in a form satisfactory to IEPA indicating whether or not the project is in compliance with the

requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City for transmission to IEPA or USEPA, if requested by USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the City.

- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.
 - (ii) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (2)(b) of this section.
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (3) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them

available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees –

- (1) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount

of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- e. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- f. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.

i. Certification of eligibility.

- (1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- 2. The following additional Provision shall apply to for contracts with a value in excess of \$100,000.
 - a. Contract Work Hours and Safety Standards Act. This contract is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are in addition to the clauses required by the Davis-Bacon requirements above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics shall include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The City, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a

clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

- b. The contractor or subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractors for inspection, copying, or transcription by authorized representatives of the IEPA, USEPA and the Department of Labor, and the contractor or subcontractors will permit such representatives to interview employees during working hours on the job.

3. Davis-Bacon Compliance Verification

- a. The City will periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The City will use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request, and on the Department of Labor web site.
- b. The City will establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the City will conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The City will conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The City will immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews will be conducted in confidence.
- c. The City will periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The City will establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the City will spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The City will conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the City will verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

- d. The City will periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item b. and c. above.
- e. The City will immediately report potential violations of the DB prevailing wage requirements to the USEPA DB contact listed above and to the appropriated DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

5.21. Project Start Up

Start-up Conference. After the award of the Contract, but before the issuance of a "Notice to Proceed", the Department will schedule a start-up conference. At or before the conference the Contractor must describe its organizational structure showing responsibilities and duties of employees, supervisors, and managers and provide a project plan. The conference may also be used for discussion/review of submittals, payment application procedures or other issues of mutual interest.

Submissions. Upon receipt of a "Notice to Proceed" from the Department, the Contractor must prepare and submit, within fourteen (14) days, the following documents/materials, unless other submission dates are mentioned elsewhere in these documents.

- a. Selected meter setter (catalog/specification data and sample)
- b. Connectors, couplings (specification/catalog data)
- c. Staff ID materials and background checks (documentation, samples of ID's and uniforms)
- d. List of vehicles w/ license numbers, including private vehicles used during work day
- e. Training materials in addition to materials provided by Department; written procedures; tests
- f. Subcontractors and suppliers
- g. Data input QA procedures
- h. Email address
- i. Signed notices concerning solicitation (Section 12.15)
- j. Samples of Department-designed or approved customer notices, door hangers, meter identification tags
- k. Piping materials, valves, check valves (catalog cuts, shop drawings, material certifications, specifications, samples)
- l. Organizational structure: Contract Manager, Installation Manager, supervisors, teams, cell phone numbers
- m. Project Plan/Schedule
- n. Pit enclosures (for 5/8 inch & 1-inch meters), enclosure collars, lids, meter ponchos (catalog cuts, specification samples)
- o. Access doors (catalog cuts, specifications, samples)
- p. Pipe detection instrumentation (catalog cuts, specifications, samples)
- q. Visual display device to test MIU readings.
- r. Shop drawings of materials including American Iron or Steel certifications.

All materials, methods and other submissions are subject to written approval. Claims concerning verbal approvals of materials, methods or procedures will not be accepted at any time during this contract.

5.22. Work Scheduling

Scheduling. All appointments for meter installation work must be scheduled in the Department's computer-based scheduling system. The Department and Customers will be able to directly schedule the work appointments on this system. In addition, the Department will provide the Contractor with the account locations where the work is to be performed but not yet scheduled. The Contractor must contact those Customers to schedule the work and enter the appointments in the Department's scheduling system. The Contractor must enter the appointments into the scheduling system on a real time basis to reduce the possibility of duplicate appointments being scheduled for the same time slot. The Department reserves the right to make adjustments to the schedule if it determines that the adjustment is in the best interests of the Department.

5.23. Customer Appointments

Appointments. The Contractor will establish appointment times for meter installation work that meet the desire of the customers to the greatest extent practical. The work will be scheduled between 7:30 a.m. and 4:00 p.m., Monday through Saturday. The department reserve the right to assign some meter installations to its in-house staff if it is in the best interest of the Department.

5.24. Contractor Work Hours

5.24.1. Work Hours.

The Contractor must accommodate appointments for installations 7:30 a.m. and 4:00 p.m. Monday through Saturday, during the day and into the evening, in accordance with the appointment schedule set by the Department. The Contractor must provide staffing for regular workloads during evening and Saturday hours, anticipating that a great many customers will want to avoid taking time off from their jobs.

5.24.2. Appointment Windows.

The appointment windows must be approximately two (2) hours. The Contractor's staff must use cell phones to keep customers informed of the precise schedule of installers, i.e., telling customers when they are running late or telling them more precisely when they expect to arrive, as part of the Department's goal of providing the highest level of customer service possible. The Contractor must also call customers the day before the scheduled installation, reminding them of the appointments in order to minimize missed appointments. If the Contractor is late for an appointment and has failed to notify the customer two (2) hours before the appointment window ends, the Department will assess liquidated damages of \$25 for each instance. If the Contractor misses an appointment and fails to notify the customer or the Department at least twenty-four (24) hours in advance, the Department will assess liquidated damages of \$300 for each instance.

5.25. Site Visitation

5.25.1. Site Conditions.

The Contractor must familiarize himself with the conditions under which this work is to be done and with the type of obstacles to be overcome. He must have full knowledge of: transportation, handling and storage of the materials, availability of electric power, and all other facilities in the area. Bids must be based on a prior representative sampling of premises in the contract area. The submission of a bid must be held as an acknowledgment that the Contractor has examined the scope of work and understands both the work and the problems which must be solved to complete the work.

5.25.2. Responsibility

Failure of the Contractor to acquaint himself with all the available information must not relieve him from any responsibility for properly performing the work. Gaining familiarity with the conditions of the contract area after bidding will not be considered a justification for change orders. No additional compensation will be allowed for conditions increasing the cost, which were not known to, or appreciated by him, when submitting a proposal.

5.26. Contractor Inspection and Evaluation of Installation Site

5.26.1. Pre-inspection by Contractor.

Prior to beginning work at a location, the Contractor must inspect and photograph the existing conditions and determine which type of meter installation and technology is appropriate -- indoor versus outdoor and meter type. If the Department indicates that such a survey has already been completed and the type of installation has been determined by the Department, the site must still be photographed by the Contractor to document existing conditions.

5.26.2. Assessment of Piping Condition.

Before attempting installation of the meter, the condition of the existing service piping and house shut off valves must be inspected by the Contractor. The Contractor must use all information available, including an inspection of the existing water service and shut-off valve(s) to make the evaluation. If the Contractor determines that existing conditions are such that damage to the existing service or distribution piping, or the customer's property, would result from attempting to install the meter, the Contractor must first attempt to contact the Department for an immediate assessment. If immediate support is not available, the Contractor must promptly notify the Department by e-mail with accompanying digital photos. The Contractor must not proceed with work at that location without further direction from the Department. On a weekly basis, the Contractor must provide the Department with an electronic list of properties for which the Contractor is waiting for direction from the Department. The file must be in an Excel spreadsheet or other approved format. The file must include the following information: Account Number, Street Address, City, Zip Code, Customer Name, Comments explaining the problem in detail, and the Date the problem was referred to the Department. An up-to-date electronic file of all outstanding referrals must be submitted each month with each request for payment. An invoice will not be considered complete unless it includes an up-to-date file.

5.26.3. Imminent Failure.

The age of the pipe alone will not be accepted as an excuse or reason for not attempting an installation. Pipe which is leaking or deteriorated and is in danger of imminent failure will be accepted as a reason for not attempting an installation. Missing or broken shut-off valves will not be accepted as imminent failure if the supply of water can be shut off using a freeze kit. For cases where the Contractor finds that the service pipe is in poor condition, the Department must concur that the pipe is in danger of imminent failure, and the Department will take appropriate steps to have the customer use their own licensed plumber to have the pipe repaired or replaced. When a piping deficiency is corrected, the Contractor must install the meter. In all cases claiming "imminent failure" the Contractor must provide a specific written report, including photos, concerning the problem and the Department must concur that the pipe is in danger of imminent failure, before "imminent failure" will be accepted as a basis for returning a work order to Department. If Department does not concur that the condition of the pipe reflects an "imminent failure" and the Contractor fails to install the meter by not making the attempt, liquidated damages may be assessed.

5.26.4. Imminent Failure Liability.

If the Department does not concur with the Contractor's judgment, as outlined above, and instructs the Contractor to install the meter, and the customer's service or distribution piping becomes damaged, the Contractor must repair such damage immediately. If the damage was due to the condition of the pipe, the Department will reimburse the Contractor according to the Schedule of Prices, subject to verification by Department.

5.27. Outdoor Inspection

The Contractor must perform the following inspection items as required for the type of meter installation work to be performed:

5.27.1. Eligibility.

If the service is presently unmetered, ensure the property is eligible for a residential meter installation. The property must be a one-family or two-flat residential property. The property may not be mixed use, with a store and apartments. Determine if the property is eligible for inclusion in any current Department incentive program.

5.27.2. Buffalo Box.

Locate the Buffalo Box (B-box) containing the curb stop (roundway) valve controlling the flow of water into the premises. If the B-box is located, but is filled with debris, clear it out using compressed air or other means.

If the B-box cannot be located, or if it cannot be cleared of debris, or if it is located under the sidewalk or other obstruction, call the Department to notify them of the problem. Note on the installation work order that the call was made.

The Department, at its option, will attempt to locate the B-box with using its own work crew. If the Department successfully locates the B-box, then the cost for such location work will be deducted from compensation due or which may become due the Contractor under this Contract.

If significant work needs to be performed on the B-box and/or curb stop (roundway), the Department, at its option, will direct the Contractor to install a new B-box and/or curb stop (roundway) following Department rules, regulations and specifications. The Department will reimburse the Contractor for this work in accordance with the Schedule of Prices for this Contract.

5.27.3. Meter Pit (Service is presently unmetered).

Determine if there is an existing meter pit, and whether it contains a standard meter setting. Determine whether the piping and pit are in good repair, suitable for installing a meter. If the pit or pipes need repairs, Department supervisors may elect to have the repair work completed by the Contractor, or assign the job to a Department crew (and have the meter installed at the time of the pit repair). If the pit and pipes are in good condition, complete the property inspections, have discussions with Property Owner and install the meter in the pit.

5.27.4. MIU Location.

Examine probable sites for the MIU, on the front of the building or on the sides near the front. Determine which sites are less likely to be subject to damage or blocking (garbage can storage, cars parked, traffic). Notice the basement windows and the level of the ground relative to the windows to help determine the location of the exit hole for the wire.

5.28. Indoor Inspection

While performing inspection inside of the building, the property owner or his representative must accompany the Contractor. The Contractor must perform the following inspection items as required for the type of meter installation work to be performed:

5.28.1. Site Safety.

Evaluate whether the basement is reasonably safe before entering. Ensure there is no flooding, steps are in reasonable repair, animals are contained, site is sanitary, etc. If the site is not safe, inform the customer in writing of conditions that need to be remedied before service can be performed. (See Exhibit 8).

5.28.2. Control Valve.

Locate and inspect the "street-side" control valve inside the property at the point that the water service enters the building.

5.28.3. Water Control to Premises.

If there is more than one building on the premises (e.g., a main house and a coach house) supplied by one water service and one B-box at the front of the main house, and they are owned by the same person, a meter can be installed inside provided that the street-side control valve in the main house controls the water service to both buildings. If the control valve at the main house or building does not control the

service to the other building(s), a pit will have to be installed. Contact the Department to request a verification of the decision to install a pit.

5.28.4. Control Valve Operation.

If the control valve is not effective or reliable, and the B-box cannot be found or needs to be serviced, the meter can still be installed by freezing the water in the service pipe. If there is not enough pipe exposed to allow freezing, the meter cannot be installed until the B-box is serviced. The Contractor must call the Department supervision to confirm this judgment. The Department will explain the problem to the customer and leave written notification with the customer. (See Exhibit 7).

5.28.5. Asbestos Insulation.

Inspect any insulation on the pipe at the proposed meter installation site. Plan to restore any insulation that might be disturbed or add any insulation that might be needed. The Contractor must determine whether there is any risk of disturbing asbestos insulation with the installation. If there is, the meter installation cannot proceed. The Contractor must call the Department to confirm this judgment. The Department will explain the problem to the customer and direct them to have the insulation tested (and, if necessary, abated on the pipe within three feet (3') on either side of the proposed installation) and to have documentation demonstrating that any problem has been resolved before rescheduling the installation. Leave written notification with the customer. (See Exhibit 8).

5.28.6. Service Order Inspection Form.

The Contractor must complete the Service Order Inspection Form (See Exhibit 8) with site specific meter and service information, as applicable, for each meter installation. The information provided in the paragraphs that follow are intended to provide general guidance to the Contractor with respect to completing the form:

5.28.6.1. Size of Service Pipe

The inside diameter of the pipe entering the building. The meter size is determined by the size of the service pipe entering the building, not the size of pipe installed within the building. Service pipe with an inside diameter up to and including 1 inch will be metered with a 5/8 inch meter. Service pipe over 1 inch and up to 1 1/2 will be metered with a 1 inch meter.

5.28.6.2. Service Pipe Material

Lead, copper, or iron.

5.28.6.3. Condition of Control Valve

Working, partially working, not working.

5.28.6.4. Size of Indoor Pipe

This is the inside diameter of the pipe on which the meter is installed.

5.28.6.5. Indoor Pipe Material

Lead, copper, or iron.

5.28.6.6. Condition of Indoor Pipe

(at and near the proposed meter installation) Good (safe enough to work on), or Bad (not safe to work on).

5.28.6.7. Electrical Ground Connections

5.28.6.7.1. Case 1: "Ground repairs needed, meter installation possible".

If the home's grounding wire is missing or in poor condition (loose, arcing, frayed), leave a notice (See Exhibit 8 for sample) with the owner notifying them of the problem. Make no repairs to the electrical system. Return a copy of the notice to the Department. The meter installation is still possible.

5.28.6.7.2. Case 2: "Ground repairs needed, meter installation not possible."

The grounding wire connection interferes with the proposed meter installation and must be moved. Do not move the connection. Leave a notice (See Exhibit 8 for sample) with the owner

notifying them of the problem. Return a copy of the notice to the Department. The meter installation is not possible and must be rescheduled after the electrical repair.

5.28.6.7.3. Case 3: "Ground appears OK."

No defect is noticed in the ground connection and it does not interfere with the meter installation.

5.28.6.8. Meter Installation Couplings:

Are there existing couplings or a meter spread which can be replaced with a meter and its fittings? (See Exhibit 3 for examples of appropriate coupling configurations.)

5.28.6.9. Existing Meter Size and Make:

If the service is presently metered, record the size, make and reading of the existing meter.

5.28.6.10. Floor Drains:

Ask the owner if they work or test with bucket of water to ensure the floor drains are operable.

Based on the information gathered above, the Contractor must determine the best method for installing a water meter, selecting from the approved methods listed in these specifications. (See Exhibit 3).

5.28.7. Selecting an Outdoor Installation (Service is presently unmetered).

Outdoor installations of meter pits are not allowed simply because a customer prefers to not have the construction, the meter, or the wire to the MIU in his home. The Contractor must provide digital photos to the Department that document why any outdoor pit is required and show the possible location(s) for the pit. No meter pit may be installed without pre-approval from the Department and may require Department inspection of the location before proceeding with the work. The Department will also coordinate any required B-box repairs or replacement with the pit installation. The meter may be set outdoors in the following circumstances:

5.28.7.1. Existing Outdoor Meter Pit.

If an outdoor meter pit exists and the pit and the piping in the pit are in good condition, it must be used for the meter installation.

5.28.7.2. Wiped Branches.

If the service entering the building has wiped joints below the basement floor to divide it into branches before it comes up through the floor in two or more places, the water for the building cannot be metered by a single meter unless it is installed outdoors in a pit. If the service first comes up at one point and has a valve, adequate room and/or fittings for a meter before it goes back underground to be split, a meter must be installed indoors. Test to make sure that turning off the valve at that point turns off the water throughout the building before attempting an installation.

5.28.7.3. No Basement.

If there is no basement or accessible crawl space and the water service enters directly into living space (i.e., not a utility room) and the space behind the wall is too small to contain a meter installation, the meter must be installed outdoors in a pit.

5.28.7.4. Distance from Main to House.

If the meter installation is more than fifty feet (50') from the property line at the point where the water service enters the property, a pit is required.

5.29. Instruction Common to all Meter Installations

All meter installations must comply with the following requirements. These instructions presume the inspections described above have been completed, and that the pipes have been found to be reasonably sound, there are no ground wire obstructions or other obstructions, there is no suspected asbestos insulation, and that the property owner has been advised of the installation plan. If the service is presently unmetered, the Contractor must also obtain a written consent from the property owner or his representative before proceeding with the work.

5.29.1. Workmanship.

Installation of water meters and appurtenances must be performed by workers thoroughly experienced in such work. Piping and cable work must be properly aligned and permanently supported and must present a neat and workman-like appearance. Piping and cable must be run in straight lines parallel to building walls and floors. Where offsets are required, 45 degree fittings must be used to minimize friction losses. All plumbing work must be performed by plumbers licensed in the State of Illinois or City of Chicago and comply with the City of Chicago Plumbing Code.

5.29.2. Furnishing & Installing Valves.

For any meter installation where the existing house control valve is in good operating condition or is being replaced under the terms of this contract, a new meter inlet control valve does not have to be installed. If the existing house control valve is inoperative and cannot be replaced or cannot be accessed or located, the Contractor must install a new meter inlet control valve.

The Contractor must install a new meter outlet control valve for all meter installations where space permits the proper installation of this valve. The excessive use of elbows or bends to install either inlet or outlet control valves will not be allowed. The Department will reject such installations and the Contractor will not be reimbursed for the work.

Full port ball valves must be used for all 5/8 inch, 3/4 inch, 1 inch, 1 ½ inch and 2 inch domestic service lines. The Contractor will be reimbursed for the cost of the inlet and outlet control valves in accordance with the Schedule of Prices.

Furnishing and Installing Pipe and Bends or Elbows. All pipe required to satisfactorily complete the meter installations must be included in the unit bid prices for the various size and type of meter installations. This shall include any necessary reconfiguration of existing pipe work such as the relocation of connections downstream of the meter, as well as bends or elbows and pipes used to set the meter in a proper position. If the Contractor finds that a hose bib connection or other useful plumbing connection exists before the meter location, the Contractor must relocate that connection to a point downstream of the meter, as part of the installation work at no additional cost to the City.

5.29.3. Incidental Plumbing.

The Contractor must be responsible for any and all piping modifications and fittings necessary to install meters in accordance with these specifications, at no additional cost to the City. The Contractor must include all costs in the unit price bid for installation. Claims that an installation is too difficult, involves too much plumbing work or similar complaints will not be accepted and shall result in the assessment of liquidated damages for failing to have the staff and resources required to perform the work unless the amount of piping work exceeds 16 lineal feet. All pipe work required upstream or downstream of the meter setting may be replaced in kind or with other materials approved by the Department.

5.29.4. Appurtenances.

Unit prices bid for each meter installation size and type must include the cost of all required appurtenances necessary to perform the installation. Such appurtenances include, but are not limited to, piping, bends, setters, meter fittings, tees, check valves, test-tee assemblies, flanges, hangers, reducers, access doors and framing, expendable items, and items further described in the following sections.

5.29.5. Strainers.

If any existing water meter to be replaced is found to have an external strainer before the meter, then the strainer must be removed and replaced with the necessary pipe and fittings to complete the installation as part of the Work included in the unit prices.

Electrical Grounding during Installation. The Contractor must take all reasonable care to ensure the safety of installers, residents, and homes with respect to grounding of electrical facilities to the water service line. No condition will be created that causes a hazard to any person or property during the installation or afterward. An electrical bypass (e.g., automobile jumper cables) will be in place, electrically connecting the pipe before and after the installation site, while work is in progress.

5.29.6. Electrical Grounding during Installation.

The Contractor must take all reasonable care to ensure the safety of installers, residents, and homes with respect to grounding of electrical facilities to the water service line. No condition will be created that causes a hazard to any person or property during the installation or afterward. An electrical bypass (e.g., automobile jumper cables) will be in place, electrically connecting the pipe before and after installation site, while work is in progress.

5.29.7. Electrical Grounding after Installation.

The Contractor must ensure that electrical continuity is provided with or without the meter in place, by means of a bonding jumper or other approved method for all completed installations. Such a jumper will connect the piping before and after the meter couplings.

5.29.8. Installation Supports.

All completed installations must be properly supported and secured to ensure adjacent pipe is not stressed or damaged. Permanent supports embedded in the wall, floor or ceiling may be used. Wall-mounted brackets, toggle bolts inserted into the wall or ceiling-mounted hangers or plumbing strapping are all acceptable. The use of concrete or wooden blocks or boxes as meter set or piping supports is prohibited. Any piping supports or clamps must be compatible with the type of piping supported and not cause any galvanic corrosion.

5.29.9. Quality Assurance.

Check that the installation is watertight and that all service or distribution piping and household fixtures are operating as found before the meter installation.

5.29.10. Uniform Piping.

The piping used throughout the installed meter set must be of uniform size.

5.29.11. Sealing Meters.

Wire and seal the meter, register head terminal cover, and couplings upon completion of testing. The seal number must be recorded on the installation report. Wire and seal must be installed in a fashion that will allow the Department to determine if tampering has occurred with the meter, register, or connections.

5.29.12. Restoration of Service and Customer Notification.

When restoring service, Contractor must turn water on slowly and observe the meter to detect if water is moving through the system. If, after reasonable time is allowed to flush, charge and leak check the system, and no leaks are detected the Contractor must notify the water customer that the meter installation work has been successfully completed. If a leak or problem is detected with the Work, the Contractor must slowly shut down the system and notify the customer of the condition. The condition must be repaired by the Contractor and the water system and meter set functioning properly before the Contractor leaves the site. All service or distribution piping and household fixtures must be operating as they were before the meter installation was performed. This procedure does not relieve the Contractor of its obligations of emergency repair work or of any other warranties in these specifications.

5.29.13. Checking for and Reporting Customer Leaks.

With the building's fixtures not in use or shut off, the Contractor must observe the water meter for any movement of the register dial. Movement will indicate a leak in the building plumbing or fixtures that the Customer will need to repair. The Contractor must:

- a. Notify the Customer verbally that a leak exists that needs repair.
- b. Provide the Customer with a Department brochure on how to locate and repair common plumbing leaks.
- c. Note the leak on the Service Order Inspection form.

5.29.14. Testing of the Completed Installation.

All meters must be checked to confirm that flow is in the proper direction. Make sure the meter IS NOT SET BACKWARDS. The operation of the meter register and MIU must be checked for the reading and

identification number. Check for a good reading from across the street. Minimum acceptable reading level is 500 RSSI. Defective installations must be corrected immediately and defective equipment must be replaced. The Contractor must have a device capable of reading the meter through the MIU and capable of testing the register head/MIU assembly.

5.29.15. Digital Photos of Installation.

Provide digital photographs of the completed meter installation as part of the Completed Work Order submittal.

5.29.16. Meter Control Information.

If the service is presently unmetered, the Contractor must collect and provide to the Department all of the information required for control of the meter. (See Exhibit 6). The meter control information form must be completed and uploaded to EAM in a real-time manner when the work is completed.

5.29.17. Materials Salvage.

The City plans to issue and accept bids for the disposal of certain salvageable materials resulting from this project. Such items may include, but are not limited to brass water meters, piping, valves and cast-iron lids. These items will be stored at the Contractor's warehouse for a reasonable period of time to allow for the accumulation of such material which will be delivered to 3148 S Sacramento and disposed of by the City's salvage contractor. The Contractor must provide to the City in a condition suitable for accurate testing all meters removed from service.

5.29.18. Cleanup.

Upon completion of all work and testing, the Contractor must thoroughly clean the work site so that it is at least as clean as it was when the Contractor arrived. All debris and garbage must be removed from the site and properly disposed by the Contractor offsite. Unfinished basements with dirt floors must be swept with debris being collected and removed. Concrete or other solid floors must be swept and vacuumed. Painted concrete floors or finished floors must also be mopped and scrubbed clean.

5.29.19. Customer Incentives.

The Department may choose to provide various water conservation devices as incentives to Customers. If so, the Department will provide the Contractor with a supply of these incentive items. The Contractor must provide the incentive item to the Customer at the completion of the meter installation.

5.30. Indoor Installations

Indoor Installation (Service is presently unmetered)

After inspecting the site, determine the type of meter installation to be performed (See Exhibit 3):

- a) Vertical pipe using a meter setter
 - I. Clean pipe at cut location using steel wool or medium emery cloth.
 - II. Properly support existing piping to prevent damage and cut proper length of pipe to be removed (cuts will be square). Use a portable band saw or a 4-wheel pipe cutter. Remove burrs and ream ends if necessary.
 - III. Install new meter inlet and outlet control valves as required by these specifications. Attach inlet and outlet ball valves to meter setter body and insert assembly into space between pipes.
 - IV. Follow manufacturers' instructions for connecting approved fittings, ensuring a stable and electrically conductive connection.
 - V. Properly support meter assembly.
 - VI. Flush out pipes to wash out pipe scale and chips.
 - VII. Insert meter in setter and tighten nuts.
- b) Horizontal pipe, no existing meter fittings, not using a meter setter.

- I. Clean pipe at cut location using steel wool or medium emery cloth.
 - II. Properly support existing piping to prevent damage and cut proper length of pipe to be removed (cuts will be square). Use a portable band saw or a 4-wheel pipe cutter. Remove burrs and ream ends if necessary.
 - III. Install new meter inlet and outlet control valves as required by these specifications. Attach inlet and outlet ball valves to meter setter body and insert assembly into space between pipes.
 - IV. Follow manufacturers' instructions for connecting approved fittings, ensuring a stable and electrically conductive connection.
 - V. Properly support meter assembly.
 - VI. Flush out pipes to wash out pipe scale and chips.
 - VII. Insert meter in setter and tighten nuts.
- c) Horizontal pipe, existing meter fittings, not using a meter setter.
- I. Remove the existing fittings and replace with meter couplings, nipples and other pipe fittings as required to install the meter. If the opening can accommodate it, install an outlet control valve.

5.30.1. Indoor Installation (Service is presently metered)

If the meter being installed is replacing an existing meter, then the Contractor must complete the work items below:

- a. Confirm that this is the correct location and meter prior to commencing installation. Check the serial number of the existing meter and record the present meter reading.
- b. Control the flow of water.
- c. Expose the connection to the service line and any piping between the service line connection and the meter to ensure that they are in a condition that won't be damaged by changing the meter.
- d. Replace the meter using new gaskets or washers.
- e. Install the MIU at a location acceptable to the Department and in accordance with the requirements set forth in this document and in the manufacturer's installation and operations manuals. To the extent possible, install the MIU to maximize the transmission range. Free hanging wires must be avoided as much as feasible.
- f. Place plastic caps on the inlet and outlet of the old meter and handle meter with care in the event of post-removal testing is necessary.
- g. Furnish all meter adapters, bushings, incidental piping or other hardware necessary to install the new water meter in the existing meter setup. Install Department-approved standard connections (meter couplings) for all meters if none exist presently.
- h. Install the Meter Interface Unit (MIU) per the manufacturer's instructions and in a manner approved by the Department.

5.30.2. Access through Walls and Ceilings.

If a wall or ceiling must be cut, the Contractor must obtain written permission from the customer. The following outline must be followed when such permission has been obtained from the customer:

- a. Access holes must be cut and repaired only by workers approved by the Department who are properly trained. All work must be completed in a professional manner.
- b. When cutting the wall, the Contractor must take all reasonable steps to avoid damage to communication, electrical, gas, sewer, and water systems.

- c. Finished openings must be cut no larger than necessary to facilitate the installation and maintenance of the water meter and control valve. All reasonable efforts must be made to keep the opening to less than twenty-four inches wide and twenty inches in height.
- d. Homeowners may cut their own opening in a wall to provide access for the meter installation and, after installation, provide and install their own access panel or door.
- e. After installation of the meter, the wall must be repaired with an approved cabinet-quality access door. Doors must be surface mounted and have a handle and spring-loaded hinges or other suitable mechanism that must keep the door in a closed but unlocked position. The access door must be of a size that must allow repairs or replacement of the meter without any disturbance to the finished wall, and preferably no greater than twenty-four inches wide and twenty inches in height.
- f. The Contractor must make every reasonable effort to ensure that all water meter accessories, including the access door are installed at the time of the meter installation. If the door is not installed, the Contractor must leave the owner with a form notice concerning the installation of an access door. (See Exhibit 5).
- g. If the meter is not located behind a wall but protrudes from a wall penetration, no door need be installed, and the Contractor must frame the opening created to access the service piping and install the meter, except that sufficient opening must remain to permit access to any shutoff valve inside the wall.

5.30.3. Soldering, Brazing or Welding.

If soldering, brazing or welding is to be conducted indoors the Contractor must have fire extinguishers, aprons and fire block materials present at all work sites. Electrical soldering must be used whenever soldering is to be performed near flammable materials. Open flame soldering is not permitted inside walls or immediately adjacent to flammable materials. All reasonable precautions must be made when using open flame soldering.

5.30.4. Stop the Flow of Water Sufficiently to do the Installation.

If the street side control valve is not capable of shutdown, use the B-box valve, or a freeze kit to stop the flow of water. Homeowner can help verify water shut-offs, i.e., by checking sinks and showers. If the street side valve does not work, the Contractor must remove the inoperable valve and install, in addition to the meter, a new street side valve, using full-port valves up through 2 inches. In the event the Contractor damages valves, service lines, curb valves, etc. in the course of a survey or installation, and cannot stop the water with a curb valve, the Contractor must contact the Department immediately to arrange for a service shutdown in the street.

5.30.5. Meter Interface Unit (MIU) Installation.

An MIU must be installed for all meters. The Department will provide the MIU. A test of the MIU must be performed, before the Contractor leaves the site, using a Department approved visual display device to ensure it is operating properly. The Contractor must obtain or have the use of a device or devices which can read the MIU. Improper or deficient MIU installations must be corrected before any payment will be made for the meter installation. If payment has been made on an MIU installation subsequently found to be improper or deficient, the amount of the payment will be deducted from compensation due or which may become due the Contractor under this Contract.

5.30.6. Locating the MIU.

The location of the MIU is a material part of this contract and any MIU placed in an inappropriate or unreasonable location must be relocated. The guidelines are to be followed unless an individual exception is approved by the Department.

5.30.7. Disputes.

If there is any question about the location, the installer must report to his supervisor, who then must consult with the Department for final placement.

5.30.8. Location.

The installer must select the MIU location while complying with the following constraints. The customer's location preference will be complied with as long as these constraints are not compromised.

- a. The MIU must be installed on the exterior of the building.
- b. The MIU must be located on the front of the building if possible, or on the side and near the front.
- c. The location must ensure that the MIU can be read by a mobile reader on the curb, on the opposite side of the street in front of the building, as well as communicating with the fixed network of data collection units. Minimum acceptable reading level is 500 RSSI.
- d. The MIU must be located to prevent the need to add additional wire to the permanently pre-installed lengths on the meter register and the MIU.
- e. The MIU must be placed to minimize the amount of wiring exposed on the outside of the building. Whenever possible, no wiring must be exposed, and the hole for the wire must be contained by the MIU mounting plate.
- f. The bottom of the MIU must be at least 24 inches above grade, and may be as high as 36 inches above grade. Installations higher than 36 inches require approval of a Department supervisor.
- g. No MIU's are to be attached to window frames or within 12 inches of a window.
- h. The MIU location must be selected to minimize the hazards of vandalism from pedestrian traffic or accidental damage from other customer activities (such as children playing or materials storage).
- i. The MIU must be located to minimize radio interference from metal objects, such as parked cars, stored garbage cans, and downspouts and gutters.
- j. For buildings that have multiple types of facing material, the MIU must be located within only one of those materials.

5.30.9. Running and Securing Wire and the MIU.

The MIU and all wire must be secured with City-approved fasteners appropriate for the surface to which the MIU and its wiring are attached. Fasteners must be installed securely, but not penetrate the protective wire jacket or crack the MIU mounting devices. Wire must be secured at sufficient intervals to avoid sagging or snagging, generally every 12 inches to 18 inches for inside wire runs. Exterior wire must be secured at least every 12 inches and at or near the location where the wire exits the building, internally and externally and before it goes into the MIU cover. Exterior wire must be secured at the point it exits the building with a small "drip loop" to ensure that water does not run down the wire and into the drilled hole. The drip loop must be securely attached to the building to prevent snagging. Caulk the joint between the MIU and the building. Wire runs must be straight with any turns to be done at 90-degree angles and secured before and after each turn. The amount of wire to be exposed on the exterior of the building must be limited to the smallest amount necessary to place the MIU in a suitable location. All new holes drilled for running wire to the exterior must be drilled at an upward angle from the outside to the inside. The wire exit hole must be caulked if it is not contained within the MIU case.

5.30.10. Securing Extra Wire.

The MIU and meter register are each supplied with potted connections to wire. These lengths of wire are all that is required to complete the installation in most cases. The pre-installed wires must not be cut. Excess wire must be treated as follow:

- a. For inside meters approximately 1 foot of wire must be stored in a coil as slack within the MIU case. The balance of excess wire must be stored at the meter. Sufficient wire must be left at the meter location to allow for the meter or meter register to be removed from the setting and placed flat on the floor below the meter setting, and the balance must be coiled in a small,

neat loop. The loop of extra wire must be secured with a plastic wire tie. The loop of tie-wrapped wire must be attached to the inlet side of the pipe before the meter coupling nut. The loop of extra wire must not touch the ground or floor.

- b. For vault meters sufficient wire must be left at the meter location to allow for the meter lid/MIU to be lifted from the meter (approximately 3 feet) or allow for the meter or meter register to be removed from the setting and placed flat on the ground, outside of the meter pit or vault. Same instructions for the making and attaching the loop of extra wire as above.
- c. Should there not be sufficient wire remaining in the installation to allow for both a loop of wire at the meter and the exit to the structure, construct the wire loop at the exit first and use any remaining wire to construct the wire loop at the meter.

5.30.11. Splicing Wire.

Wires must be connected together with gel-filled connectors provided by the MIU manufacturer or other Department-approved device. The wire must be secured on each side of the splice.

5.30.12. Adding Wire.

Should there be insufficient wire provided to place the MIU in the preferred location, add wire. Cut the wire connected to the meter register to five feet (5') in length so that the splice will be near the meter, and then add wire as needed to form all required slack loops.

5.31. Outdoor Meter Pit Installation

5.31.1. Department Approval.

No meter pit may be installed without pre-approval from the Department and may require Department inspection of the location before proceeding with the work. The Contractor must provide digital photos to the Department that document why any outdoor pit is required and show the possible location(s) for the pit.

5.31.2. Location of Meter Pits (Service is presently unmetered).

Meter pits must be located immediately adjacent to, and on the house side of the b-box and curb stop (roundway) valve. They must generally be located in the area from the curb to the sidewalk in the public right-of-way. They must not be placed outside of the general location or in the private property without site-specific approval from the Department. The Contractor must discuss the pit location with the Customer, explaining any limitations (location of service line, tree roots, other utilities, the need for access by Department), and the City's responsibility to restore the installation site on public property to the original condition established by the City (as opposed to any improvements or alterations made by the property owner). The Contractor must provide the Customer with a form describing the location of the pit and obtain the Customer's signature and printed name on the form. The form will be two-part with one part left with the Customer, one copy for the Contractor and a scanned image uploaded to EAM and sent to the Department. (See Exhibit 5).

5.31.3. Materials.

All pit liners, collars, lids, and meter setters used in enclosures for 5/8 inch and 1-inch meters must be from the approved equipment list maintained by the Department. (See Exhibit 3).

5.31.4. Shutting Off the Water Supply.

The Contractor must use the b-box valve to shut off the water supply. No work will be performed until the b-box and curb stop (roundway) valve are in operating condition.

5.31.5. Excavation for Pit (Service is presently unmetered).

The Contractor will notify DIGGER to request other underground utilities to mark the location of their facilities adjacent to the work site in order to avoid possible damage to same. It is the Contractor's responsibility to protect those existing utilities that are to remain in operation during and after completion of the work. The Contractor will be held fully responsible for any damage resulting from the performance of the work. All work in the public right-of-way must comply with Chicago Department of Transportation (CDOT) regulations.

- a. The Contractor must use the best pipe location technology commonly in use by utilities and water service contractors, as approved by the Department.
- b. Hand excavate, as required.
- c. Ensure that no other utility lines or services pass through the water meter enclosure. Upon Department site-specific approval, the pit for 5/8 inch or 1-inch meters may be offset from the water service line up to 4 feet if, and only if, an offset is required to avoid interference with other utilities lines, tree roots or boulders. An offset is not permitted to avoid removal of an additional sidewalk flag.
- d. Materials of any nature must not be stockpiled under the drip line of trees and shrubs in order to eliminate surface and subsurface root damage and soil compaction.
- e. The Contractor must ensure that all existing landscape features on private property including trees, shrubs, perennials, lawns, paving, walls, stairs, fences, etc., are protected prior to the start of and during the work
- f. No work must be performed within 5 feet of a tree until the Department has determined whether the Department of Forestry needs to be consulted, and until the Department gives approval as part of its initial inspection, scheduling and DIGGER notification process.
- g. After drawing straight marker lines, the Contractor must use a saw (using water to control dust) to cut sidewalks and pavements, etc. The breaking of pavement and sidewalks by impact, such as with the use of a ball, is not permitted. Only full flags of sidewalk will be removed.
- h. All excavations must comply with OSHA excavation regulations including the use of OSHA-compliant trenching supports when required.

5.31.6. Meter Installation in Pit (Service is presently unmetered).

Meters installed in pits must be installed with Department-approved pre-manufactured meter setters.

- a. Determine if the pipe is accessible and is in acceptable condition. If the pipe is not accessible or is in poor condition, call for support from the Department to determine whether an installation can be performed.
- b. Stop the flow of water sufficiently to do the installation. Use the b-box valve.
- c. Clean pipe at cut location using steel wool or medium emery cloth and cut out the proper length of pipe. (Cuts will be square.) Remove burrs and ream ends if necessary. Cover house side of pipe so debris does not enter.
- d. Use approved fittings to install copper tubing risers of sufficient length to place the center line of the inlet and outlet ports of the meter 16 3/4 inches from the pit lid.
- e. The copper tubing risers running from the meter setter to the service line must be bent smoothly using a bending tool or machine, not by hand. Elbows must not be used.
- f. All enclosures must be set upon a bed of approved backfill material to prevent sinking and prevent damage to the water service line.
- g. For locations with a grade of greater than five percent (5%) the Contractor must use a graded pit cover collar, aligned to leave the pit lid flush with the surrounding surface.
- h. Install the Meter Interface Unit in the meter enclosure as per the MIU manufacturer's instructions and in a manner approved by the Department.
- i. Install the meter enclosure cover and lid.
- j. Install an approved insulating "poncho" to protect the meter and pipes from freezing.

5.31.7. Meter Installation in Pit (Service is presently metered).

If the meter being installed in the pit is replacing an existing meter, then the Contractor must complete the work items below:

- a. Confirm that this is the correct location and meter prior to commencing installation. Check the serial number of the existing meter and record the present meter reading.
- b. Turn off the water to the building using the B-box.

- c. If the meter pit is flooded such that the meter is fully or partially submerged, pump out the vault before changing the meter. Dispose of the pumped out water in a safe and proper manner so as to not cause harm to the surrounding property or others.
- d. Ensure that the water service is not in any way contaminated, even intermittently, by standing water in the meter pit.
- e. Remove and properly dispose of any dirt needed to access the meter in the pit. Dirt must be removed such that there is a minimum of 2" clearance below the meter.
- f. Expose the connection to the service line and any piping between the service line connection and the meter to ensure that they are in a condition that won't be damaged by changing the meter.
- g. Replace the meter using new gaskets or washers.
- h. Install the MIU at a location acceptable to the Department and in accordance with the requirements set forth in this document and in the manufacturer's installation and operations manuals. To the extent possible, install the MIU to maximize the transmission range. Free hanging wires must be avoided as much as feasible.
- i. Place plastic caps on the inlet and outlet of the old meter and handle meter with care in the event of post-removal testing is necessary.
- j. Furnish all meter adapters, bushings, incidental piping or other hardware necessary to install the new water meter in the existing meter setup. Install Department-approved standard connections (meter couplings) for all meters if none exist presently.
- k. Install the Meter Interface Unit (MIU) per the manufacturer's instructions and in a manner approved by the Department.
- l. If the existing meter pit tile or enclosure is found to be deteriorated, the Contractor shall replace the deteriorated section with a new approved enclosure.
- m. Replace any existing round 12 inch or 15 inch metal frame and lid with approved frame and lid rated for automated meter reading. All new lids must be of a locking design.
- n. All other lids of various sizes and shapes are owned by and the responsibility of the property owner. These lids must be drilled by the Contractor to accept the MIU. The Contractor must secure written permission of the property owner before drilling, modifying or replacing.
- o. Under no circumstance will a meter pit be left uncovered and unsupervised.
- p. Install an approved insulating "poncho" to protect the meter and pipes from freezing.
- q. Properly dispose of all waste from cleaning the meter pit, including the ring and lid if replaced.
- r. Repair any grass or shrubbery damaged by the installation process.
- s. Installation conditions that will be included in the standard installation include, but are not limited to: flooded pits, buried meters, insects, syringes, difficult to locate pits and bad data from the City.

5.31.8. Meter Interface Unit (MIU) Installation in Pit

An MIU must be installed for all meters in pits. The Department will provide the MIU. A test of the MIU must be performed, before the Contractor leaves the site, using a Department approved visual display device to ensure it is operating properly. The Contractor must obtain or have the use of a device or devices which can read the MIU. Improper or deficient MIU installations must be corrected before any payment will be made for the meter installation. If payment has been made on an MIU installation

subsequently found to be improper or deficient, the amount of the payment will be deducted from compensation due or which may become due the Contractor under this Contract.

5.31.9. Locating the MIU.

The location of the MIU is a material part of this contract and any MIU placed in an inappropriate or unreasonable location must be relocated. The guidelines are to be followed unless an individual exception is approved by the Department. The MIU shall be located in accordance with the manufacturer's specific instructions and the Department guidelines below.

In a plastic meter lid:

- a. Attach the MIU by screwing the MIU into the threaded connection underneath the lid.
- b. Collect excess wire and leave on top of the meter. Do not tie the wire down. The excess wire is needed when opening the meter pit so the MIU device does not become disconnected when lifting off the lid.
- c. After the meter installation place plastic lid back over the meter pit and tighten bolt to lock in place.

In an existing square or rectangular metal lid:

- a. Drill a 1-7/8" hole in lid.
- b. Install the mounting cap included in the installation kit through the hole in lid.
- c. Install the MIU device into the mounting cap and lock into place using the the locking nut included in the installation kit.
- d. Collect excess wire and leave on top of the meter. Do not tie the wire down. The excess wire is needed when opening the meter pit so the MIU device does not become disconnected when lifting off the lid.
- e. After the meter installation place metal lid back over the meter pit.

5.31.10. Disputes.

If there is any question about the location, the installer must report to his supervisor, who then must consult with the Department for final placement.

5.32. Restoration and Landscaping

EAM

When meters are being installed in existing meter pits, the Contractor must repair any damage to grass or shrubbery damaged by the installation process or the replacement of the frame and lid.

When a new meter pit is constructed as part of the Work, the Contractor must not perform permanent restoration of the excavated area around the water meter pit. The Contractor must perform only temporary restoration as follows:

- a. Excavated materials must be removed.
- b. Backfilling must be performed immediately after the meter enclosure installation has been completed.

Use Department approved backfill consisting of coarse aggregate (CA) material classified as washed Crushed Limestone or Stone conforming to gradation CA-16 or the ¾" Limestone Chips gradation in accordance with the following Table A – Gradation of Trench Backfill Material, unless authorized otherwise.

TABLE A
GRADATION OF TRENCH BACKFILL MATERIAL

US SIEVE SIZE	<u>¾" Limestone Chips % Passing by Weight</u>
½"	100
3/8"	100
¼"	96
#4	64
#10	4
#16	2

Backfill material must be placed in uniform layers not greater than 6-inches in thickness and compacted in place. Each layer must be compacted to or not less than 95% of the maximum dry density as determined by ASTM D1557. Backfill with approved backfill material to the level of the final grade. A separate restoration contractor will perform final restoration of paving and plantings.

- c. The Contractor must remove all surplus materials. Re-grade and leave free, clear and in good order all driveways, sidewalks and lawns. Concrete surfaces must be swept clean and washed down.
- d. The Contractor must complete a permanent restoration request order in EAM and submit to the Department to process. (See Exhibit 7).
- e. The Contractor must use barricades and caution tape as required to safe guard pedestrians from any hazards at the temporarily restored site.

5.33. Department Inspection

All work done will be subject to the inspection, direction, and approval of the Department. The Contractor agrees to furnish all information with respect to work done, including but not limited to information requested on installation work orders, in personnel records, and any other information related to the Contract work. The Contractor must allow and secure the inspection of any equipment and facilities associated with the Contract when, and in such a manner as, the Department may desire.

5.34. Rejections

The Department will inspect the materials furnished and work done under this contract. The Department will reject all work and materials, and the method of application or any part of it that does not comply with the requirements of this Contract and the Department's Rules and Regulations. The inspection, approval, or acceptance, of any part of the work or materials, shall not preclude the rejection of said materials, or work at any time thereafter during the existence of this Contract, should said work or materials be found defective, or inconsistent with the requirements of this contract. All meter installations must conform to these specifications. There will be no exceptions without written permission of the Department. Any meters set improperly by the Contractor must be reset correctly at the expense of the Contractor in accordance with this specification. Any damage to couplings, unions, or meter threads, due to the use of improper tools or by cross-threading, must be corrected at the expense of the Contractor.

5.35. Corrective Work Order

The Department will give the Contractor a work order for each installation requiring corrective action. Within 30 days, the Contractor must complete the corrective action and update the work order to that effect, or

maintain other documentation demonstrating the attempts made to contact the customer. Failure to comply with this section after the 30 day period referred to above, will result in liquidated damages assessed at \$300.00 per day for each rejected work order not responded to, beyond the thirty (30) day period, as defined above.

5.36. Customer Complaints

The Contractor must be responsible for investigating all customer complaints with respect to meter installations. The Contractor must correct all deficiencies related to the installation of meters including, but not limited to, leaks that are a direct or indirect result of the installation. All customers' complaints must be reported to the Project Manager. In emergency situations, the Contractor must notify the Project Manager or his designee immediately. (See also Section 5.39).

5.37. Warranty

The Contractor is responsible for ensuring meters operate properly before leaving the work site. All Work done during the contract term will have a maintenance and guarantee period of one year from the date of completed work.

5.38. Emergencies

This section describes emergency corrective work. For ninety (90) business days after the Department is notified of a completed installation, the Contractor must respond to calls from the customer associated with that installation or from the Department concerning leaks, loss of service, low pressure and other problems associated with installation on a twenty-four (24) hour per day basis. For problems that are not urgent (such as very slight leaks not damaging the structure of possessions of the customer) the Contractor must respond as promptly as practical, and at most within twenty-four (24) hours. For problems of an urgent nature (such as serious leaks, or no water) the Contractor must respond within one (1) hour of receiving the call and arrive at customer's premises ready to correct any problems within three (3) hours of receiving the call. If the Contractor fails to respond within these timeframes, the Department will assess liquidated damages of \$300 plus the Department's direct costs to make repairs, such penalties and costs to be deducted from the amount owed to the Contractor. The Contractor must provide this level of service for a minimum of ninety (90) business days after completion of the Contract. Each incident will be treated as a separate occurrence, and each of two or more calls concerning the same location (address) will be treated as a separate incident. No additional compensation, increment or other adjustment will be due the Contractor for work required to be performed in response to an emergency repair request or for work which must be performed outside of standard business working days or hours.

5.39. Description of Specific Price Items

5.39.1. 5/8 Inch Meter Indoor Installation – Line 1, 21, 41, 61 and 81

The Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 5/8 Inch Meter Indoor Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated and incidental plumbing work; testing and quality control; delivery/transportation charges; permits and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters and meter interface units, seals and seal crimping tools.

5.39.2. 1 Inch Meter Indoor Installation – Line 2, 22, 42, 62 and 82

The Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 1 Inch Meter Indoor Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training

and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated and incidental plumbing work; testing and quality control; delivery/transportation charges; permits and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.3. 5/8 Inch Meter Pit Installation – Line 3, 23, 43, 63 and 83

The Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 5/8 Inch Meter Pit Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated and incidental plumbing work; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; permits and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.4. 1 Inch Meter Pit Installation – Line 5, 25, 45, 65 and 85

The Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 1 Inch Meter Pit Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated and incidental plumbing work; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; permits and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.5. Inside Service Control ('Street Side') Valve Replacement (Sizes 5/8 Inch Through 2 Inch) (Allowance) – Line 6, 26, 46, 66 and 86

If the inside service control ('street side') valve is broken or breaks during the meter installation or the Department determines it should be replaced because of improper size, type or other reason, then the Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, an Inside Service Control ('Street Side') Valve Replacement (Sizes 5/8 Inch through 2 Inch) (Allowance) as required under this specification. The Contractor's bid allowance will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated plumbing work; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; permits and fees; insurance; taxes; warranty, etc., required by this specification.

5.39.6. Inside Service Line Piping Replacement (Sizes 5/8 Inch through 2 Inch) (Allowance) – Line 7, 27, 47, 67 and 87

If the Department determines that additional inside service line piping in excess of sixteen feet (16') included in the meter installation price requires replacement, then the Contractor must furnish all labor, materials, proper equipment, tools, and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, an Inside Service Line Piping Replacement (Sizes

5/8 Inch Through 2 Inch) (Allowance) as required under this specification. The Contractor's bid allowance will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation and associated plumbing work; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; permits and fees; insurance; taxes; warranty, etc., required by this specification.

5.39.7. 5/8 Inch or 1 Inch Meter Installation In An Existing Pit – Line 8, 28, 48, 68 and 88

If a water meter pit installation is required and there is an existing pit in good condition that can be reused, then the Contractor must furnish all labor, materials, proper equipment and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 5/8 Inch or 1 Inch Meter Installation in a Existing Pit as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation and associated plumbing work; replacement of existing metal frame and lid with approved AMR frame and lid; backfilling and adjustments to the grade of area surrounding the pit; repair to any grass or shrubbery damaged by the installation process; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; permits and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.8. Meter Pit Excavation and Restoration – No Meter Installation Possible – Line 9, 29, 49, 69 and 89

If in the course of excavating to install either a 5/8 inch or 1-inch meter pit it is determined that the meter pit cannot be installed at that location due to some obstruction, utility conflict or other insurmountable problem, the Department will instruct the Contractor to abandon the work, backfill and restore the site. The Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a Meter Pit Excavation and Restoration – No Meter Installation Possible as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation and associated plumbing work; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; permits and fees; insurance; taxes; warranty, etc., required by this specification.

5.39.9. 5/8 X ¾ Inch or 1 Inch Indoor Meter Installation (Existing Meter) – Line 12, 32, 52, 72 and 92

If the service is presently metered inside the building and the existing metering equipment must be replaced, then the Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 5/8 X ¾ Inch or 1 Inch Indoor Meter Installation as required under this specification. The Contractor's bid pricing will incorporated any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated and incidental plumbing work; testing and quality control; delivery/transportation charges; permits and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.10. 1 ½ Inch Indoor Meter Installation (Existing Meter) – Line 13, 33, 53, 73 and 93

If the service is presently metered inside the building and the existing metering equipment must be replaced, then the Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 1 ½ Inch Indoor Meter Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated and incidental plumbing work; testing and quality control; delivery/transportation charges; permits and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.11. 2 Inch Indoor Meter Installation (Existing Meter) – Line 14, 34, 54, 74 and 94

If the service is presently metered inside the building and the existing metering equipment must be replaced, then the Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 2 Inch Indoor Meter Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated and incidental plumbing work; testing and quality control; delivery/transportation charges; permits and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.12. 5/8 X ¾ Inch or 1 Inch Outdoor Meter Pit Installation (Existing Meter) – Line 15, 35, 55, 75 and 95

If the service is presently metered in an outdoor pit and the existing metering equipment must be replaced, then the Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 5/8 X ¾ Inch or 1 Inch Meter Pit Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated and incidental plumbing work; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; permits and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.13. 1 ½ Inch Outdoor Meter Pit Installation (Existing Meter) – Line 16, 36, 56, 76 and 96

If the service is presently metered in an outdoor pit and the existing metering equipment must be replaced, then the Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 1 ½ Inch Meter Pit Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated and incidental plumbing work; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; permits and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.14. 2 Inch Outdoor Meter Pit Installation (Existing Meter) – Line 17, 37, 57, 77 and 97

If the service is presently metered in an outdoor pit and the existing metering equipment must be replaced, then the Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 2 Inch Meter Pit Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated and incidental plumbing work; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; permits and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.15. Install Meter Pit Ring and Raise to Grade – Line 18, 38, 58, 78 and 98

If the existing meter pit requires vertical adjustment to be flush with grade, then the Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, Install Meter Pit Ring and Raise to Grade as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; replacement of existing metal frame and lid with approved AMR frame and lid; backfilling and adjustments to the grade of area surrounding the pit; repair to any grass or shrubbery damaged by the installation process; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; permits and fees; insurance; taxes; warranty, etc., required by this specification.

5.39.16. 5/8" Meter installed in Pit with Roundway – Line 4, 24, 44, 64 and 84

The Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a 5/8 Inch Meter Pit Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter installation; associated and incidental plumbing work; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; and fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.17. Meter Interface Unit Replacement only (Outside location) – Line 10, 30, 50, 70 and 90

If a meter interface unit installation is required and there is an existing pit in good condition that can be reused, then the Contractor must furnish all labor, materials, proper equipment and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a Meter Interface Unit Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter interface unit installation; associated and incidental work; testing and quality control; delivery/transportation charges; fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.18. Meter Interface Unit Replacement only (inside location) – Line 11, 31, 51, 71 and 91

If the service is presently metered inside the building and the existing meter interface unit must be replaced, then the Contractor must furnish all labor, materials, proper equipment, tools and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, a Meter Interface Unit Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; meter interface unit installation; associated and incidental work; testing and quality control; delivery/transportation charges; fees; insurance; taxes; warranty, etc., required by this specification.

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

5.39.19. Buffalo Box (B-box) Installation – Line 19, 39, 59, 79 and 99

If the existing Buffalo box (B-box) cannot be located or requires replacement, then the Contractor must furnish all labor, materials, proper equipment, tools, and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, Buffalo Box (B-box) Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; b-box installation and associated work; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; and fees; insurance; taxes; warranty, etc., required by this specification.

5.39.20. Curb Stop (Roundway) Installation – Line 20, 40, 60, 80 and 100

If the existing curb stop (roundway) is inoperable or cannot be located, then the Contractor must furnish all labor, materials, proper equipment, tools, and transportation services necessary to perform and complete, in a workmanlike manner and within the specified time, Curb Stop (Roundway) Installation as required under this specification. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to: overall project management; administrative costs; office space; storage area; communications; hardware and software costs; training and direct supervision of installers; problem solving and complaint handling; inspection; roundway and b-box installation and associated plumbing work; testing and quality control; delivery/transportation charges; excavation and disposal; restoration; and fees; insurance; taxes; warranty, etc., required by this specification.

5.40. Exceptions

Any deviations from these specifications must be noted on the Proposal Page or pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

5.41. Organizational Chart

The Bidder must provide an organization chart describing his proposed staffing. This must include, at a minimum, the following positions:

Contract Manager. The Contractor must designate a Contract Manager, who shall have the authority to handle and resolve any disputes or contract issues with the Department. Disputes that cannot be handled at this level must be handled in accordance with the dispute resolution section of the Contract. The Department will approve the Contract Manager or a change in the Contract Manager. The Bidder must submit resumes and references of candidate(s) for Contract Manager.

ATTACHED: _____ NOT ATTACHED: _____ DO NOT HAVE: _____

Installation Manager. The Contractor must designate an Installation Manager, who shall be responsible for managing the entire installation project on a day-to-day basis on behalf of the Contractor and for seeing that all installations are carried out in a professional manner and in compliance with the procedures required by the equipment manufacturers, Department, and all other applicable local, state and federal regulations. The Installation Manager must be on site whenever staff are working throughout the duration of the project, except for holidays and vacations, during which the Contractor must provide a qualified substitute. The Installation Manager must be experienced in supervising meter installation contracts, and familiar with applicable regulations and safe and proper installation procedures. The Department will approve the Installation Manager or a change in the Installation Manager. The Bidder must submit resumes and references of candidate(s) for Installation Manager.

ATTACHED: _____ NOT ATTACHED: _____ DO NOT HAVE: _____

Installers. All Contractor's employees or subcontractors must be fully trained in all aspects of the work by the Contractor. Department reserves the right to require the Contractor to retrain, reassign or remove from the project any employee or subcontractor who fails to perform workmanlike and competent work.

ATTACHED: _____ NOT ATTACHED: _____ DO NOT HAVE: _____

Licensed Plumbers. The Contractor must engage installers who possess a valid and current Illinois Plumber's or City of Chicago Plumber's license. The Bidder must provide references for each such person. The Department reserves the right to approve licensed plumbers for work on this project.

ATTACHED: _____ NOT ATTACHED: _____ DO NOT HAVE: _____



CITY OF CHICAGO
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MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

6.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

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

MBE Percentage	WBE Percentage
25%	5%

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

6.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: *The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.*

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

"Direct Participation" the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement"), or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

6.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE 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;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and

- iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

6.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.

- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
- i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
- i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than

fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and

- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

6.5.1. Direct Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
 - not imposing any limiting conditions which were not mandatory for all subcontractors; and
 - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and

- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

6.5.2. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

6.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other

extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

6.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must

conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

(5) Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

6.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to

the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

6.8. Changes to Compliance Plan

6.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;

- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

6.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

6.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

6.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

6.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

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

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A –Assist Agency List (Rev. Apr. 2018)

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

**Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>African American Contractors Association - AACA P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: aacanatlassoc@gmail.com Web: www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Angel of God Resource Center, Inc. 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: asmith5283@yahoo.com; aogrc@angelofgodresourcecenter.org Web: www.angelofgodresourcecenter.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Cosmopolitan Chamber of Commerce 1633 S. Michigan Avenue Chicago, IL 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: rmcgowan@cosmochamber.org Web: www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Fresh Start Home Community Development Corp. 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: Info@FreshStartNow.us Web: www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 Phone: 773-362-3373 Fax: 773-471-8206 Email: c.james@greatersouthwest.org Web: www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbusiness.net Web: www.ihccbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: Larrylvory@IllinoisBlackChamber.org; vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>JLM Business Development Center * 2622 W. Jackson Boulevard Chicago, IL 60612 Phone: 773-826-3295 Fax: 773-359-4021 Email: jimbizcenter@gmail.com Web: www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>National Black Wall Street * 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: markallen2800@aol.com Web: www.nationalblackwallstreetchicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Neighborhood Development Services, NFP * 10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: neighborhooddevservices@gmail.com Web: www.ndsnfp.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Real Men Charities, Inc. 2423 E. 75th Street Chicago, IL 60649 Phone: 773-425-4113 Email: ymoyo@realmencook.com Web: www.realmencook.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>RTW Veteran Center 7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: rtwvetcenter@yahoo.com Web: www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>South Shore Chamber, Inc. * 1750 E. 71st Street Chicago, IL 60649-2000 Phone: 773-955- 9508 Tonya Trice, Executive Director Email: ttrice@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM) 4550 S. Wabash Avenue Chicago, IL 60653 Phone: 773-538-5120 Fax: 773-538-5125 Email: spcdm@sbcglobal.net Web: www.stpaulcdm.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>US Minority Contractors Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Urban Broadcast Media, Inc. 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: drleonfinney312@gmail.com Web: www.urbanbroadcastmedia.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes</p>

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: 412225
Project Description: Water Meter Installation

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

Name of Company Representative	at	Address/Phone
--------------------------------	----	---------------

within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

Schedule B – Affidavit of Joint Venture

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by 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, Additional Sheets May Be Attached.

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
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 venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (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 are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
- B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
1. Profit and loss sharing: _____
2. Capital contributions:
(a) Dollar amounts of initial contribution: _____

Schedule B: Affidavit of Joint Venture (MBE/WBE)

(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. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

- VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):
- A. Joint venture check signing:

- B. Authority to enter contracts on behalf of the joint venture:

- C. Signing, co-signing and/or collateralizing loans:

- D. Acquisition of lines of credit:

Schedule B: Affidavit of Joint Venture (MBE/WBE)

- E. Acquisition and indemnification of payment and performance bonds:

- F. Negotiating and signing labor agreements:

- G. Management of contract performance. (Identify by name and firm only):
1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____
- VIII. Financial Controls of joint venture:
A. Which firm and/or individual will be responsible for keeping the books of account?

- B. Identify the managing partner, if any, and describe the means and measure of their compensation:

- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

- IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Schedule B: Affidavit of Joint Venture (MBE/WBE)

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 which 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-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant



SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

The above described performance is offered for the following price and described terms of payment:

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

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.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____

ARTICLE 7. INSURANCE REQUIREMENTS

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services or operations related to the Contract.

7.1. Insurance to be Provided

7.1.1. Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to the following: other states endorsement, when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

7.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

7.1.3. Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

7.1.4. Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections 7.1.1, 7.1.2, 7.1.3 and 7.1.4 herein.

7.1.5. All Risk Property/Installation

All Risk Property/Installation Insurance must be maintained by the Contractor at replacement cost covering loss or damage City property including Department of Water Management meters and other equipment, materials parts and supplies that are part of the Contract during the course of installation, modification, testing and storage while in the care, custody and control of the Contractor. Coverage must include in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage to City property including materials, parts or supplies at full replacement cost during installation, repair, inspection and maintenance of the Water Management meters and equipment or to any City property as a result of this Contract.

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

7.1.6. Professional Liability

When any architects, engineers, project management professional or other professional consultants perform work, services, or operations 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. Coverage must include but not be limited to, pollution liability if environment site assessments will be done. 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.

7.2. Additional Requirements

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of its obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

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

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance.

The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

ARTICLE 8. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

8.1. Online EDS Filing Required Prior To Bid Opening

The Bidder must prepare an online EDS prior to the bid opening date.

A BIDDER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

- A. Filing an "EDS Information Update" does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- B. Filing an EDS in a hard copy or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- C. Filing an EDS for another mater (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- D. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

8.2. Online EDS Web Link

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

8.3. Online EDS Number

Upon completion of the online EDS submission process, the Bidder will be provided an EDS number. Bidders should provide this number here:

EDS Number: _____

8.4. Online EDS Certification of Filing

Upon completion of the online submission process, the Bidder will be able to print a hard copy Certificate of Filing. The Bidder should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.

A Bidder that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

8.5. Preparation Checklist for Registration

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

- _____ 1. Invitation number, if you were provided an invitation number.
- _____ 2. EDS document from previous years, if available.
- _____ 3. Email address to correspond with the Online EDS system.
- _____ 4. Company Information:
 - _____ a. Legal Name
 - _____ b. FEIN/SSN
 - _____ c. City of Chicago Vendor Number, if available.
 - _____ d. Address and phone number information that you would like to appear on your EDS documents.
 - _____ e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company or the first person that registers for your company.

8.6. Preparation Checklist for EDS Submission

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- 1. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- 2. List of subcontractors and retained parties:
 - _____ a. Name

- _____ b. Address
_____ c. Fees – Estimated or paid

8.7. EDS Frequently Asked Questions

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: “Applicant” means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: “Disclosing Party” means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: “Entity” or “Legal Entity” means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: “Person” means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

Entities holding an interest: Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

Controlling entities: Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other

entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com, www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS" and click on the "Retained Parties" tab. When finished, click on "Ready to Submit".

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password and secret question for user authentication, only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration". Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0, 7.0, Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

ARTICLE 9. PROPOSAL PAGES

Proposal page(s) follow.

Remainder of page intentionally blank.

RFQ Header Information

Please Respond By	6/28/2019	RFQ Description	WATER METER INSTALLATION
RFQ Number	5512	Special Instructions	
Ship To Location	088-1005 COMMISSIONER'S OFFICE	Your Quote is Effective as of	6/28/2019
For More Information Please Contact	HUGO ZAPATA	RFQ Status	Active
	3127441087		

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

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

RFQ Header Details

Contract Type	WORK SERVICES / FACILITIES	Specification	412225
Target Market	NO	Procurement Type	BID
Advertise Date	5/24/2019	Bid Deposit Required	NO
WEB BID Edit Rules	ALL		

Compliance Officer

Compliance Type Description

Percentage Type Desc		Required %
Minority Owned Business Enter	Target Percentage Rate	25.00
Compliance Type Description		
Percentage Type Desc		Required %
Women Owned Business Enter	Target Percentage Rate	5.00

Catalog RFQ - Lines By Group

Line No	Line Type	Item	CAT	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog #/ID, Date and Mfr	Comments
1	Work Services	9369155101	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" INDOOR METER - FAR NORTH, GROUP A	GROUP A	Each	17550	\$	(N/A)	\$	(N/A)	
2	Work Services	9369155102	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 1" INDOOR METER - FAR NORTH, GROUP A	GROUP A	Each	50	\$	(N/A)	\$	(N/A)	
3	Work Services	9369155103	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" METER PIT - FAR NORTH, GROUP A	GROUP A	Each	1600	\$	(N/A)	\$	(N/A)	
4	Work Services	9369155104	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL ROUNDWAY WITH 5/8" METER PIT - FAR NORTH, GROUP A	GROUP A	Each	600	\$	(N/A)	\$	(N/A)	
5	Work Services	9369155105	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 1" METER PIT- FAR NORTH, GROUP A	GROUP A	Each	200	\$	(N/A)	\$	(N/A)	
6	Work Services	9369155106	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL INSIDE SERVICE (STREET SIDE) CONTROL VALVE 5/8 THROUGH 2" - FAR NORTH, GROUP A	GROUP A	Each	9000	\$	(N/A)	\$	(N/A)	
7	Work Services	9369155107	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL INSIDE SERVICE LINE PIPING REPLACEMENT (SIZES 5/8" THROUGH 2") - FAR NORTH, GROUP A	GROUP A	Linear Foot	100	\$	(N/A)	\$	(N/A)	
8	Work Services	9369155108	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" OR 1" METER IN EXISTING PIT - FAR NORTH, GROUP A	GROUP A	Each	100	\$	(N/A)	\$	(N/A)	
9	Work Services	9369155108	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" OR 1" METER IN EXISTING PIT - FAR NORTH, GROUP A	GROUP A	Each	20	\$	(N/A)	\$	(N/A)	
10	Work Services	9369155110	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER INTERFACE UNIT REPLACEMENT ONLY (OUTSIDE LOCATION) - FAR NORTH, GROUP A	GROUP A	Each	200	\$	(N/A)	\$	(N/A)	
11	Work Services	9369155111	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER INTERFACE UNIT REPLACEMENT ONLY (INSIDE LOCATION) - FAR NORTH, GROUP A	GROUP A	Each	400	\$	(N/A)	\$	(N/A)	

Catalog RFQ - Lines By Group

Line No	Line Type	Item	CAI	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
12	Work Services	9369155112	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 5/8 X 3/4" OR 1" INDOOR METER INSTALLATION (EXISTING METER) - FAR NORTH, GROUP A	GROUP A	Each	200	\$	(N/A)	\$	(N/A)	
13	Work Services	9369155113	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 1 1/2" INDOOR METER INSTALLATION (EXISTING METER) - FAR NORTH, GROUP A	GROUP A	Each	50	\$	(N/A)	\$	(N/A)	
14	Work Services	9369155114	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 2" INDOOR METER INSTALLATION (EXISTING METER) - FAR NORTH, GROUP A	GROUP A	Each	30	\$	(N/A)	\$	(N/A)	
15	Work Services	9369155115	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 5/8 X 3/4" OR 1" PIT INSTALLATION (EXISTING METER) - FAR NORTH, GROUP A	GROUP A	Each	100	\$	(N/A)	\$	(N/A)	
16	Work Services	9369155116	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 1 1/2" PIT INSTALLATION (EXISTING METER) - FAR NORTH, GROUP A	GROUP A	Each	20	\$	(N/A)	\$	(N/A)	
17	Work Services	9369155117	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 2" OUTDOOR METER PIT INSTALLATION (EXISTING METER) - FAR NORTH, GROUP A	GROUP A	Each	20	\$	(N/A)	\$	(N/A)	
18	Work Services	9369155118	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL METER PIT RING AND RAISE TO GRADE - FAR NORTH, GROUP A	GROUP A	Each	40	\$	(N/A)	\$	(N/A)	
19	Work Services	9369155119	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - BUFFALO BOX (B-BOX) INSTALLATION - FAR NORTH, GROUP A	GROUP A	Each	1400	\$	(N/A)	\$	(N/A)	
20	Work Services	9369155120	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - CURB STOP (ROUNDWAY) 1" INSTALLATION - FAR NORTH, GROUP A	GROUP A	Each	600	\$	(N/A)	\$	(N/A)	
GROUP A												
Total Group Extended Price											\$	
21	Work Services	9369155121	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" INDOOR METER - NORTH, GROUP B	GROUP B	Each	17550	\$	(N/A)	\$	(N/A)	
22	Work Services	9369155122	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 1" INDOOR METER - NORTH, GROUP B	GROUP B	Each	50	\$	(N/A)	\$	(N/A)	

Catalog RFQ - Lines By Group

Line No	Line Type	Item	CAT	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
23	Work Services	9369155123	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" METER PIT - NORTH, GROUP B	GROUP B	Each	1600	\$	(N/A)	\$	(N/A)	
24	Work Services	9369155124	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL ROUNDWAY WITH 5/8" METER PIT - NORTH, GROUP B	GROUP B	Each	600	\$	(N/A)	\$	(N/A)	
25	Work Services	9369155125	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 1" METER PIT - NORTH, GROUP B	GROUP B	Each	200	\$	(N/A)	\$	(N/A)	
26	Work Services	9369155125	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 1" METER PIT - NORTH, GROUP B	GROUP B	Each	9000	\$	(N/A)	\$	(N/A)	
27	Work Services	9369155127	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL INSIDE SERVICE LINE PIPING REPLACEMENT (SIZES 5/8" THROUGH 2") - NORTH, GROUP B	GROUP B	Linear Foot	100	\$	(N/A)	\$	(N/A)	
28	Work Services	9369155128	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" OR 1" METER IN EXISTING PIT - NORTH, GROUP B	GROUP B	Each	100	\$	(N/A)	\$	(N/A)	
29	Work Services	9369155129	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER PIT EXCAVATION AND RESTORATION - NO METER INSTALLATION POSSIBLE - NORTH, GROUP B	GROUP B	Each	20	\$	(N/A)	\$	(N/A)	
30	Work Services	9369155135	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER INTERFACE UNIT REPLACEMENT ONLY (OUTSIDE LOCATION) - NORTH, GROUP B	GROUP B	Each	200	\$	(N/A)	\$	(N/A)	
31	Work Services	9369155131	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER INTERFACE UNIT REPLACEMENT ONLY (INSIDE LOCATION) - NORTH, GROUP B	GROUP B	Each	400	\$	(N/A)	\$	(N/A)	
32	Work Services	9369155132	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 5/8 X 3/4" OR 1" INDOOR METER INSTALLATION (EXISTING METER) - NORTH, GROUP B	GROUP B	Each	200	\$	(N/A)	\$	(N/A)	
33	Work Services	9369155133	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 1 1/2" INDOOR METER INSTALLATION (EXISTING METER) - NORTH, GROUP B	GROUP B	Each	50	\$	(N/A)	\$	(N/A)	

Catalog RFQ - Lines By Group

Line No	Line Type	Item	CAT	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
34	Work Services	9369155134	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 2" INDOOR METER INSTALLATION (EXISTING METER) - NORTH, GROUP B	GROUP B	Each	30	\$	(N/A)	\$	(N/A)	
35	Work Services	9369155138	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 5/8 X 3/4" OR 1" PIT INSTALLATION (EXISTING METER) - NORTH, GROUP B	GROUP B	Each	100	\$	(N/A)	\$	(N/A)	
36	Work Services	9369155139	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 1 1/2" PIT INSTALLATION (EXISTING METER) - NORTH, GROUP B	GROUP B	Each	20	\$	(N/A)	\$	(N/A)	
37	Work Services	9369155139	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 1 1/2" PIT INSTALLATION (EXISTING METER) - NORTH, GROUP B	GROUP B	Each	20	\$	(N/A)	\$	(N/A)	
38	Work Services	9369155141	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL METER PIT RING AND RAISE TO GRADE - NORTH, GROUP B	GROUP B	Each	40	\$	(N/A)	\$	(N/A)	
39	Work Services	9369155142	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - BUFFALO BOX (B-BOX) INSTALLATION - NORTH, GROUP B	GROUP B	Each	1400	\$	(N/A)	\$	(N/A)	
40	Work Services	9369155143	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - CURB STOP (ROUNDWAY) 1" INSTALLATION - NORTH, GROUP B	GROUP B	Each	600	\$	(N/A)	\$	(N/A)	

GROUP B

Total Group Extended Price \$

41	Work Services	9369155144	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" INDOOR METER - CENTRAL, GROUP C	GROUP C	Each	17550	\$	(N/A)	\$	(N/A)	
42	Work Services	9369155145	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 1" INDOOR METER - CENTRAL, GROUP C	GROUP C	Each	50	\$	(N/A)	\$	(N/A)	
43	Work Services	9369155146	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" METER PIT - CENTRAL, GROUP C	GROUP C	Each	1600	\$	(N/A)	\$	(N/A)	
44	Work Services	9369155147	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL ROUNDWAY WITH 5/8" METER PIT - CENTRAL, GROUP C	GROUP C	Each	600	\$	(N/A)	\$	(N/A)	

Catalog RFQ - Lines By Group

Line No	Line Type	Item	CAT	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog #/ID, Date and Mfr	Comments
45	Work Services	9369155148	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 1" METER PIT - CENTRAL, GROUP C	GROUP C	Each	200	\$	(N/A)	\$	(N/A)	
46	Work Services	9369155149	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL INSIDE SERVICE (STREET SIDE) CONTROL VALVE 5/8" THROUGH 2" - CENTRAL, GROUP C	GROUP C	Each	9000	\$	(N/A)	\$	(N/A)	
47	Work Services	9369155151	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL INSIDE SERVICE LINE PIPING REPLACEMENT (SIZES 5/8" THROUGH 2") - CENTRAL, GROUP C	GROUP C	Linear Foot	100	\$	(N/A)	\$	(N/A)	
48	Work Services	9369155152	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" OR 1" METER IN EXISTING PIT - CENTRAL, GROUP C	GROUP C	Each	100	\$	(N/A)	\$	(N/A)	
49	Work Services	9369155153	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER PIT EXCAVATION AND RESTORATION - NO METER INSTALLATION POSSIBLE - CENTRAL, GROUP C	GROUP C	Each	20	\$	(N/A)	\$	(N/A)	
50	Work Services	9369155154	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER INTERFACE UNIT REPLACEMENT ONLY (OUTSIDE LOCATION) - CENTRAL, GROUP C	GROUP C	Each	200	\$	(N/A)	\$	(N/A)	
51	Work Services	9369155155	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER INTERFACE UNIT REPLACEMENT ONLY (INSIDE LOCATION) - CENTRAL, GROUP C	GROUP C	Each	400	\$	(N/A)	\$	(N/A)	
52	Work Services	9369155156	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 5/8 X 3/4" OR 1" INDOOR METER INSTALLATION (EXISTING METER) - CENTRAL, GROUP C	GROUP C	Each	200	\$	(N/A)	\$	(N/A)	
53	Work Services	9369155157	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 1 1/2" INDOOR METER INSTALLATION (EXISTING METER) - CENTRAL, GROUP C	GROUP C	Each	50	\$	(N/A)	\$	(N/A)	
54	Work Services	9369155158	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 2" INDOOR METER INSTALLATION (EXISTING METER) - CENTRAL, GROUP C	GROUP C	Each	30	\$	(N/A)	\$	(N/A)	
55	Work Services	9369155159	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 5/8 X 3/4" OR 1" PIT INSTALLATION (EXISTING METER) - CENTRAL, GROUP C	GROUP C	Each	100	\$	(N/A)	\$	(N/A)	

Catalog RFQ - Lines By Group

Line No	Line Type	Item	CAT	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
56	Work Services	9369155162	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 1 1/2" PIT INSTALLATION (EXISTING METER) - CENTRAL, GROUP C	GROUP C	Each	20	\$	(N/A)	\$	(N/A)	
57	Work Services	9369155163	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 2" OUTDOOR METER PIT INSTALLATION (EXISTING METER) - CENTRAL, GROUP C	GROUP C	Each	20	\$	(N/A)	\$	(N/A)	
58	Work Services	9369155164	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL METER PIT RING AND RAISE TO GRADE - CENTRAL, GROUP C	GROUP C	Each	40	\$	(N/A)	\$	(N/A)	
59	Work Services	9369155165	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - BUFFALO BOX (B-BOX) INSTALLATION - CENTRAL, GROUP C	GROUP C	Each	1400	\$	(N/A)	\$	(N/A)	
60	Work Services	9369155165	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - BUFFALO BOX (B-BOX) INSTALLATION - CENTRAL, GROUP C	GROUP C	Each	600	\$	(N/A)	\$	(N/A)	

GROUP C

Total Group Extended Price \$

61	Work Services	9369155167	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" INDOOR METER - SOUTH, GROUP D	GROUP D	Each	17550	\$	(N/A)	\$	(N/A)	
62	Work Services	9369155168	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 1" INDOOR METER - SOUTH, GROUP D	GROUP D	Each	50	\$	(N/A)	\$	(N/A)	
63	Work Services	9369155169	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" METER PIT - SOUTH, GROUP D	GROUP D	Each	1600	\$	(N/A)	\$	(N/A)	
64	Work Services	9369155170	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL ROUNDWAY WITH 5/8" METER PIT - SOUTH, GROUP D	GROUP D	Each	600	\$	(N/A)	\$	(N/A)	
65	Work Services	9369155171	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 1" METER PIT - SOUTH, GROUP D	GROUP D	Each	200	\$	(N/A)	\$	(N/A)	
66	Work Services	9369155172	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL INSIDE SERVICE (STREET SIDE) CONTROL VALVE 5/8 THROUGH 2" - SOUTH, GROUP D	GROUP D	Each	9000	\$	(N/A)	\$	(N/A)	

Catalog RFQ - Lines By Group

Line No	Line Type	Item	CAT	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog #/ID, Date and Mfr	Comments
67	Work Services	9369155173	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL INSIDE SERVICE LINE PIPING REPLACEMENT (SIZES 5/8" THROUGH 2") - SOUTH, GROUP D	GROUP D	Linear Foot	100	\$	(N/A)	\$	(N/A)	
68	Work Services	9369155174	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" OR 1" METER IN EXISTING PIT - SOUTH, GROUP D	GROUP D	Each	100	\$	(N/A)	\$	(N/A)	
69	Work Services	9369155175	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER PIT EXCAVATION AND RESTORATION - NO METER INSTALLATION POSSIBLE - SOUTH, GROUP D	GROUP D	Each	20	\$	(N/A)	\$	(N/A)	
70	Work Services	9369155176	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER INTERFACE UNIT REPLACEMENT ONLY (OUTSIDE LOCATION) - SOUTH, GROUP D	GROUP D	Each	200	\$	(N/A)	\$	(N/A)	
71	Work Services	9369155177	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER INTERFACE UNIT REPLACEMENT ONLY (INSIDE LOCATION) - SOUTH, GROUP D	GROUP D	Each	400	\$	(N/A)	\$	(N/A)	
72	Work Services	9369155178	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 5/8 X 3/4" OR 1" INDOOR METER INSTALLATION (EXISTING METER) - SOUTH, GROUP D	GROUP D	Each	200	\$	(N/A)	\$	(N/A)	
73	Work Services	9369155179	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 1 1/2" INDOOR METER INSTALLATION (EXISTING METER) - SOUTH, GROUP D	GROUP D	Each	50	\$	(N/A)	\$	(N/A)	
74	Work Services	9369155180	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 2" INDOOR METER INSTALLATION (EXISTING METER) - SOUTH, GROUP D	GROUP D	Each	30	\$	(N/A)	\$	(N/A)	
75	Work Services	9369155181	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 5/8 X 3/4" OR 1" PIT INSTALLATION (EXISTING METER) - SOUTH, GROUP D	GROUP D	Each	100	\$	(N/A)	\$	(N/A)	
76	Work Services	9369155182	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 1 1/2" PIT INSTALLATION (EXISTING METER) - SOUTH, GROUP D	GROUP D	Each	20	\$	(N/A)	\$	(N/A)	
77	Work Services	9369155183	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 2" OUTDOOR METER PIT INSTALLATION (EXISTING METER) - SOUTH, GROUP D	GROUP D	Each	20	\$	(N/A)	\$	(N/A)	

Catalog RFQ - Lines By Group

Line No	Line Type	Item	CAI	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
78	Work Services	9369155184	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL METER PIT RING AND RAISE TO GRADE - SOUTH, GROUP D	GROUP D	Each	40	\$	(N/A)	\$	(N/A)	
79	Work Services	9369155185	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - BUFFALO BOX (B-BOX) INSTALLATION - SOUTH, GROUP D	GROUP D	Each	1400	\$	(N/A)	\$	(N/A)	
80	Work Services	9369155185	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - BUFFALO BOX (B-BOX) INSTALLATION - SOUTH, GROUP D	GROUP D	Each	600	\$	(N/A)	\$	(N/A)	

GROUP D

Total Group Extended Price \$

81	Work Services	9369155187	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" INDOOR METER - FAR SOUTH, GROUP E	GROUP E	Each	17550	\$	(N/A)	\$	(N/A)	
82	Work Services	9369155188	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 1" INDOOR METER - FAR SOUTH, GROUP E	GROUP E	Each	50	\$	(N/A)	\$	(N/A)	
83	Work Services	9369155189	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" METER PIT - FAR SOUTH, GROUP E	GROUP E	Each	1600	\$	(N/A)	\$	(N/A)	
84	Work Services	9369155190	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL ROUNDWAY WITH 5/8" METER PIT - FAR SOUTH, GROUP E	GROUP E	Each	600	\$	(N/A)	\$	(N/A)	
85	Work Services	9369155191	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 1" METER PIT - FAR SOUTH, GROUP E	GROUP E	Each	200	\$	(N/A)	\$	(N/A)	
86	Work Services	9369155192	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL INSIDE SERVICE (STREET SIDE) CONTROL VALVE 6/8 THROUGH 2" - FAR SOUTH, GROUP E	GROUP E	Each	9000	\$	(N/A)	\$	(N/A)	
87	Work Services	9369155193	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL INSIDE SERVICE LINE PIPING REPLACEMENT (SIZES 5/8" THROUGH 2") - FAR SOUTH, GROUP E	GROUP E	Linear Foot	100	\$	(N/A)	\$	(N/A)	
88	Work Services	9369155201	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL 5/8" OR 1" METER IN EXISTING PIT - FAR SOUTH, GROUP E	GROUP E	Each	100	\$	(N/A)	\$	(N/A)	

City of Chicago

PU085C

Catalog RFQ - Lines By Group

Line No	Line Type	Item	CAT	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mfr	Comments
89	Work Services	9369155202	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER PIT EXCAVATION AND RESTORATION - NO METER INSTALLATION POSSIBLE - FAR SOUTH, GROUP E	GROUP E	Each	20	\$	(N/A)	\$	(N/A)	
90	Work Services	9369155203	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER INTERFACE UNIT REPLACEMENT ONLY (OUTSIDE LOCATION) - FAR SOUTH, GROUP E	GROUP E	Each	200	\$	(N/A)	\$	(N/A)	
91	Work Services	9369155204	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - METER INTERFACE UNIT REPLACEMENT ONLY (INSIDE LOCATION) - FAR SOUTH, GROUP E	GROUP E	Each	400	\$	(N/A)	\$	(N/A)	
92	Work Services	9369155205	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 5/8 X 3/4" OR 1" INDOOR METER INSTALLATION (EXISTING METER) - FAR SOUTH, GROUP E	GROUP E	Each	200	\$	(N/A)	\$	(N/A)	
93	Work Services	9369155206	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 1 1/2" INDOOR METER INSTALLATION (EXISTING METER) - FAR SOUTH, GROUP E	GROUP E	Each	50	\$	(N/A)	\$	(N/A)	
94	Work Services	9369155207	00000	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 2" INDOOR METER INSTALLATION (EXISTING METER) - FAR SOUTH, GROUP E	GROUP E	Each	30	\$	(N/A)	\$	(N/A)	
95	Work Services	9369155208	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 5/8 X 3/4" OR 1" PIT INSTALLATION (EXISTING METER) - FAR SOUTH, GROUP E	GROUP E	Each	100	\$	(N/A)	\$	(N/A)	
96	Work Services	9369155209	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 1 1/2" PIT INSTALLATION (EXISTING METER) - FAR SOUTH, GROUP E	GROUP E	Each	20	\$	(N/A)	\$	(N/A)	
97	Work Services	9369155210	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - 2" OUTDOOR METER PIT INSTALLATION (EXISTING METER) - FAR SOUTH, GROUP E	GROUP E	Each	20	\$	(N/A)	\$	(N/A)	
98	Work Services	9369155211	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - INSTALL METER PIT RING AND RAISE TO GRADE - FAR SOUTH, GROUP E	GROUP E	Each	40	\$	(N/A)	\$	(N/A)	
99	Work Services	9369155212	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - BUFFALO BOX (B-BOX) INSTALLATION - FAR SOUTH, GROUP E	GROUP E	Each	1400	\$	(N/A)	\$	(N/A)	

Catalog RFQ - Lines By Group

Line No	Line Type	Item	CAT	Commodity Desc	Group ID	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog #/ID, Date and Mfr	Comments
100	Work Services	9369155213	93691	MAINTENANCE AND REPAIR OF WATER SUPPLY AND SEWAGE EQUIPMENT - CURB STOP (ROUNDWAY) 1" INSTALLATION - FAR SOUTH, GROUP E	GROUP E	Each	600	\$	(N/A)	\$	(N/A)	

GROUP E Total Group Extended Price \$ _____

Total Price \$ _____

ARTICLE 10.

Bidder Contact Information

Person to contact regarding bid:

Name: _____ Phone: _____

Address: _____

Organization Chart

Refer to Section 5.41, Organization Chart on page 111. Bidders are required to submit information regarding 1) Contract Manager, 2) Installation Manager, 3) Installers and 4) Licensed Plumbers and include detailed information as part of their bid submission.

Qualifications of Bidder

Bidder must have satisfactory references and substantial experience in the installation of water meters, as well as underground pit meter installations and/or sub-surface water service lines or water mains. If the Bidder does not have substantial experience with excavation work, that work shall be subcontracted to a company with that amount of experience and those qualifications. The selected Bidder must provide evidence of experience in the management and operation of a work force large enough to complete the Contract in the manner and time specified within the terms of this Contract and of sufficient data processing experience to meet the electronic record-keeping and reporting requirements of the Contract. Failure to provide documents pertaining to the Bidder's experience as requested by the Department with the proposal or within five (5) days of the Department's request to provide additional documentation may result in a non-responsive determination and rejection of the proposal by the Chief Procurement Officer.

REFERENCES

Bidder must be in the business of Water Meter Installation and demonstrate sufficient capacity to furnish the services as specified herein. Therefore, upon request of the Chief Procurement Officer or authorized representative, the Bidder, must submit the following information.

A listing of previous and current contracts similar in size and scope as the required services. The list must include the following information:

1. COMPANY: _____
ADDRESS: _____
CONTACT: _____ PHONE(____) _____
DESCRIPTION OF WORK: _____
DATE(S) WORK PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____

2. COMPANY: _____
ADDRESS: _____
CONTACT: _____ PHONE(____) _____
DESCRIPTION OF WORK: _____
DATE(S) WORK PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____

3. COMPANY: _____
ADDRESS: _____
CONTACT: _____ PHONE(____) _____
DESCRIPTION OF WORK: _____
DATE(S) WORK PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____

4. COMPANY: _____
ADDRESS: _____
CONTACT: _____ PHONE(____) _____
DESCRIPTION OF WORK: _____
DATE(S) WORK PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____

5. COMPANY: _____
ADDRESS: _____
CONTACT: _____ PHONE(____) _____
DESCRIPTION OF WORK: _____
DATE(S) WORK PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning bidder's record of past performance.

Bidder's Contact Information

ARTICLE 11. EXECUTION AND ACCEPTANCE PAGES

Bid execution and acceptance pages follow.

Remainder of page intentionally blank.

11.1. Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Specification Number 412225 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer) (Signature)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

ATTEST: _____
(Corporate Secretary Signature) (Affix Corporate Seal)

State of _____ County of _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature Commission Expires: _____

11.2. Bid Execution By A Joint Venture

The undersigned, hereby acknowledges having received Specification Number 412225 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

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

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____ (Seal)

11.3. Bid Execution By A Partnership

The undersigned, hereby acknowledges having received Specification Number 412225 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

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

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____; County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

Notary Public Signature: _____

Commission Expires: _____

(Seal)

11.4. Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Specification Number 412225 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8)) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

Business Address: _____
(Print or Type)

(Print or Type)

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

Registration Number: _____
(Print or Type)

State of _____; County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name). _____

Notary Public Signature: _____

Commission Expires: _____ (Seal)

11.5. Bid Acceptance by City

Contract No.: _____

Specification No.: **412225**

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: **018-OF44-088-2030-1300-220540-13000151** and Various

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

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

Exhibit 1: INSURANCE CERTIFICATE OF COVERAGE

Exhibit 2: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title: Water Meter Installation

Specification #: 412225

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Exhibit 3: WATER METER INSTALLATION DRAWINGS AND APPROVED MATERIALS LIST

Approved Materials List

Meter Type Installation Flowchart (WM-1)

Flowchart to determine the proper type of meter installation for the conditions found at the work site.

Typical Inside Meter Installation - Vertical Pipe (WM-2)

Typical Inside Meter Installation - Horizontal Pipe (WM-3)

Typical Inside Meter Installation – Horizontal Pipe with Contractor Spread (WM-4)

Typical Outside Meter Installation in Vault (WM-5)

Water Meter Sealing Diagram

Meter Control Information

Meter information to be collected at the time of installation

Meter Box Frame

East Jordan Iron Works

Meter Box Lid

Nicor, Inc.

Water Meter Enclosure

Old Castle Precast Carson

B-Box

**Approved Materials List
for
Water Meter Installations
Revised 12/16/2011**

Note: The Department of Water Management will furnish water meters, meter interface units, seals and seal crimping tools.

Where approved meter materials reference Ford Meter Box Company model numbers, equal meter materials from A.Y. McDonald or Mueller are allowed. Other substitutions are not permitted.

The following Standards will apply:

- 1) Underwriters Laboratories Inc. (UL) Classified to NSF/ANSI Standard 61
- 2) Applicable AWWA and ASTM standards (latest versions) including but not limited to AWWA C700, AWWA C800, ASTM B-62, ASTM B-75, ASTM B-584
- 3) City of Chicago Plumbing Code (latest version)
- 4) All pipes, fittings, valves and solder joints must be "Lead Free" as described below.

Reduction of Lead in Drinking Water Act:

Any part of a pipe, pipe fitting, plumbing fitting or fixture used in the installation of meters under this Contract that is in contact with potable water for human consumption must be "Lead Free" in compliance with Federal Public Law 111-380 and the Safe Drinking Water Act. This includes but is not limited to corporation stops, curb stops, roundways, service fittings and couplings, meter valves, meter couplings, copper meter setters, plumbing valves, pipe and pipe fittings.

This "Lead Free" requirement will be effective immediately upon award of Contract.

Proof of certification by an ANSI accredited test lab per ANSI/NSF Standard 61, Drinking Water Components – Health Effects, Section 8 is required. The lead content of the wetted components in contact with potable water must also be verified by an ANSI accredited test lab.

Materials identified as "Lead Free" or "No-Lead" must have a manufacturer's mark, e.g., "NL" cast or permanently stamped into the main body for proper identification.

An affidavit certifying compliance with these standards and specifications must be signed and submitted by the manufacturing firm's Quality Assurance or Engineering Manager.

Water Meter Indoor Installation

Meter Settings:

CH11-233-NL (Copper Horn, FIP swivel inlet / swivel outlet 3/4" x 3/4", 5/8" x 3/4" Meter- No Lead)

CH11-243-NL (Copper Horn, FIP swivel inlet / swivel outlet 1" x 3/4", 5/8" x 3/4" Meter- No Lead)

CH11-244-NL (Copper Horn, FIP swivel inlet / swivel outlet 1" x 1", 5/8" x 3/4" Meter- No Lead)

CH11-444-NL (Copper Horn, FIP swivel inlet / swivel outlet 1" x 1", 1" Meter- No Lead)

Straight Meter Ball Valves:

B13-332W-NL (3/4" Ball Valve, 3/4" FIP x 5/8"x 3/4" Meter Swivel, Locking Wing- No Lead)

B13-342W-NL (3/4" Ball Valve, 1" FIP x 5/8"x 3/4" Meter Swivel, Locking Wing- No Lead)

B13-444W-NL (1" Ball Valve, 1" FIP x 1" Meter Swivel, Locking Wing- No Lead)

B11-666W-NL (1-1/2" Ball Valve, 1-1/2" FIP x 1-1/2" FIP, Locking Wing- No Lead)*

B11-777W-NL (2" Ball Valve, 2" FIP x 2" FIP, Locking Wing- No Lead)*

B83-332W-NL (3/4" Ball Valve, 3/4" MIP x 5/8"x 3/4" Meter Swivel, Locking Wing- No Lead)

B83-444W-NL (1" Ball Valve, 1" MIP x 1" Meter Swivel, Locking Wing- No Lead)

B81-666W-NL (1-1/2" Ball Valve, 1-1/2" MIP x 1-1/2" FIP", Locking Wing- No Lead)*

B81-777W-NL (2" Ball Valve, 2" MIP x 2" FIP", Locking Wing- No Lead)*

*Use with Straight Meter Coupling and RA ("Meter Spud") Fitting

Straight Meter Couplings:

C38-xx-NL (Coupling, Meter Swivel x MIP, Size x Size- No Lead)

C31-xx-NL (Coupling, Meter Swivel x FIP, Size x Size- No Lead)

Regulator Adapter (RA or "Meter Spud") Fittings:

RA-6-NL (Regulator Adapter 1-1/2" Meter, Male Meter Threads x 1-1/2" MIP)

RA-7-NL (Regulator Adapter 2" Meter, Male Meter Threads x 2" MIP)

Bent Meter Couplings:

L38-xx-NL (1/4 Bend, Meter Swivel x MIP, Size x Size- No Lead)

L31-xx-NL (1/4 Bend, Meter Swivel x FIP, Size x Size- No Lead)

Compression Couplings:**

C14-xx-NL (Coupling, FIP x CTS Comp, size x size- No Lead)

C17-xx-NL (Coupling, FIP x PVC,(IPS) Comp, size x size- No Lead)

C84-xx-NL (Coupling, MIP x CTS Comp, size x size- No Lead)

C87-xx-NL (Coupling, MIP x PVC,(IPS) Comp, size x size- No Lead)

****To be used only on new installations of 5/8" and 1" meters (service not presently metered)**

Ball Valves:

B11-333-NL (3/4" Ball Valve, 3/4" FIP x 3/4" FIP- No Lead)

B11-444-NL (1" Ball Valve, 1" FIP x 1" FIP- No Lead)

B11-666-NL (1-1/2" Ball Valve, 1-1/2" FIP x 1-1/2" FIP- No Lead)

B11-777-NL (2" Ball Valve, 2" FIP x 2" FIP- No Lead)

HB-34S (Straight Lever Handle (3-1/4" Long) For 3/4" and 1" Ball Valves)

HB-67S (Straight Lever Handle (4-7/8" Long) For 1-1/2" and 2" Ball Valves)

Access Panels:

Watts Springfit Access Panel, APU-15, 15" X 15"

ACUDOR Plastic Access Door, PA-3000, 14"x29" OR 22"x22"

Water Meter Pit (Outdoor) Installation

Meter Setters:

Ford Model VBB82W-22-44-FP-NL (5/8"x3/4"meter w/ 2 full port ball valves, flare copper inlet & outlet)

Ford Model VBB84W-22-44-FP-NL (1"meter w/ 2 full port ball valves, flare copper inlet & outlet)

Compression Couplings:

Ford Model Qx2-x4 (Pack Joint for lead pipe by 1" flare copper)

Water Meter Enclosures:

Oldcastle Precast Carson, Model MS24558, 3 layer rotational molded polyethylene blend, 53 1/2"L X 23 1/2" I.D. X 5/8" Wall. Black exterior / white interior. (See attached drawing)

Meter Box Frame: East Jordan Iron Works, Product No. 144011, Catalog No. 1440Z.
(See attached drawing)

Meter Box Cover: Nicor 15 inch Read Rite (See attached drawing)

Roundway and B-Box Replacement

Roundways:

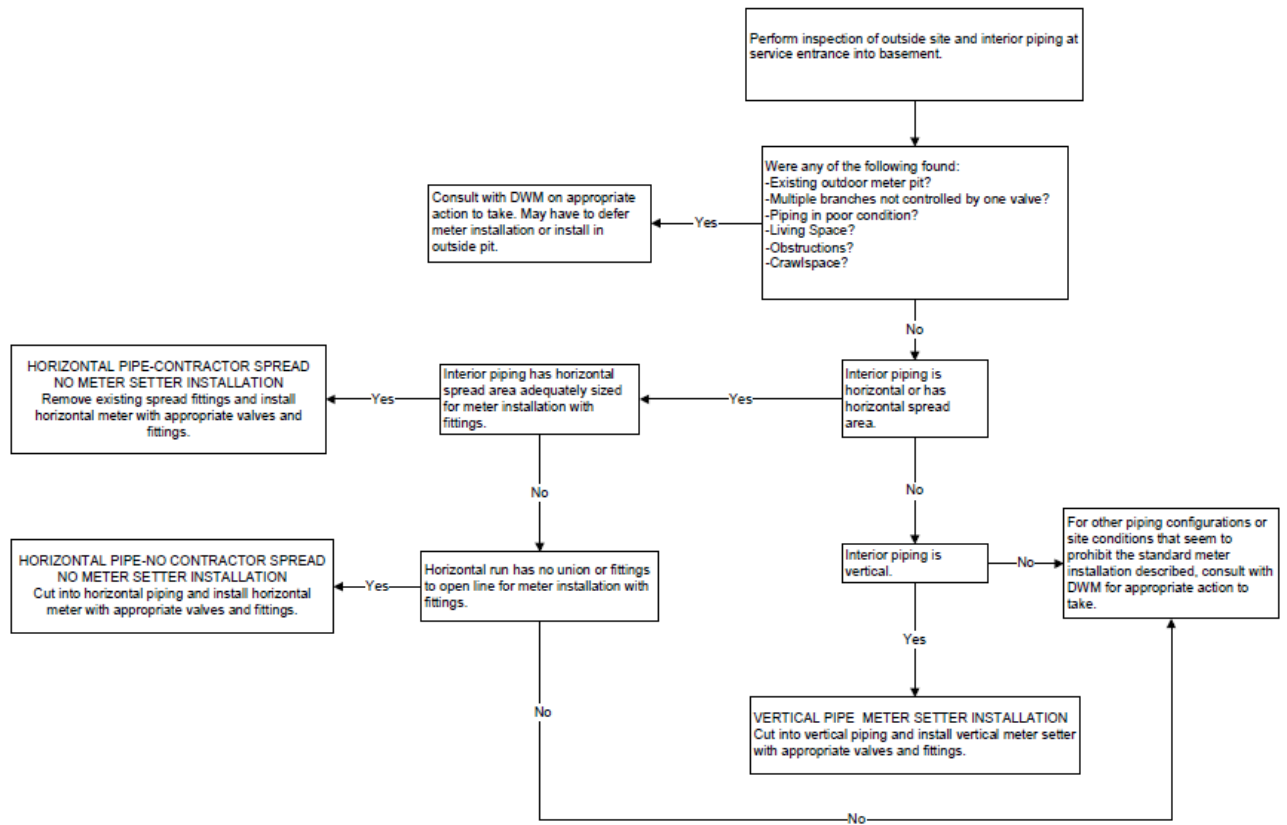
B22-444M-NL (1" Ball Valve-Minneapolis, 1"Flare Copper x 1" Flare Copper- No Lead)

B-Boxes (Shut-off Boxes):

VALCO Model 3113636M2 (City of Chicago, cast iron lid and rim, brass pentagon head bolt, ABS plastic tube sections, screw style bottom for attachment to 1" Minneapolis roundways) or approved equal (See attached drawing).

11/7/11

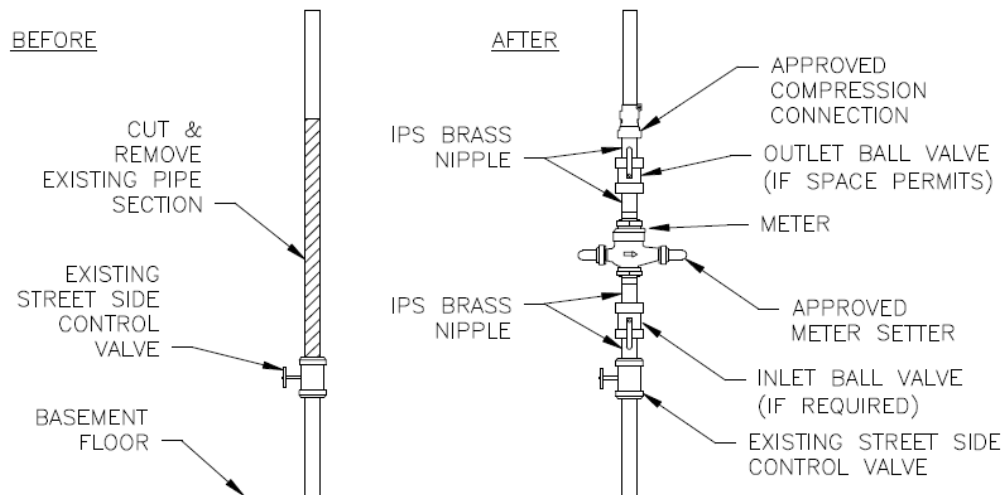
METER TYPE INSTALLATION FLOWCHART (SERVICE IS PRESENTLY UNMETERED)



WM-1
Revised 11/7/11

TYPICAL INSIDE METER INSTALLATION VERTICAL PIPE*

(SERVICE IS PRESENTLY UNMETERED)



NOTE: CUT WALL OPENING AND ADD ACCESS DOOR AS REQUIRED FOR CONCEALED PIPING.

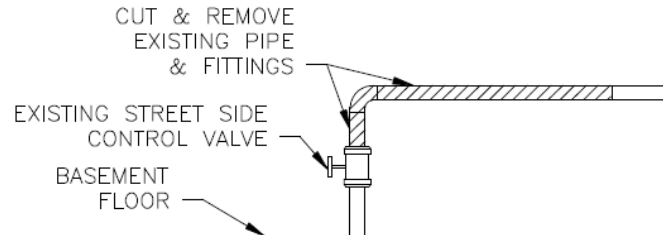
*INSTALLATION SHOWN IS TYPICAL. ACTUAL FIELD CONDITIONS MAY VARY AND REQUIRE ADDITIONAL FITTINGS NOT SHOWN TO PROPERLY COMPLETE THE METER INSTALLATION.

WM-2
NOT TO SCALE
REVISED 11/7/11

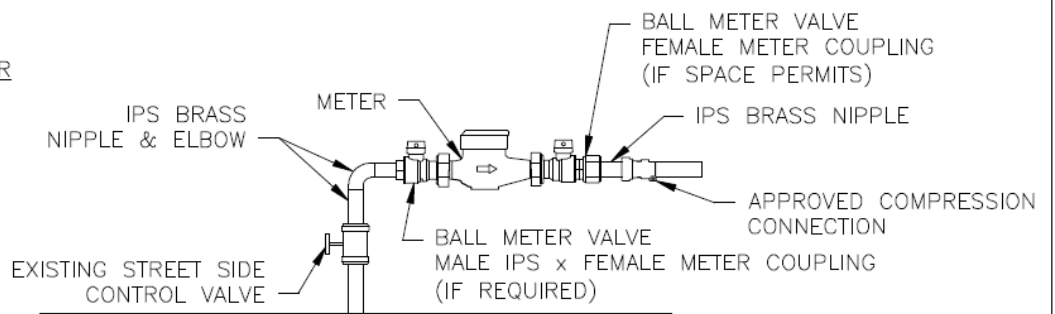
TYPICAL INSIDE METER INSTALLATION HORIZONTAL PIPE*

(SERVICE IS PRESENTLY UNMETERED)

BEFORE



AFTER



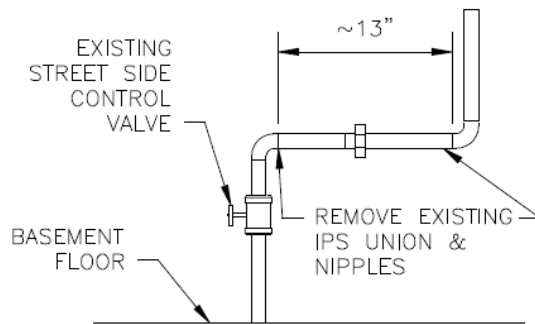
NOTE: CUT WALL OPENING AND ADD ACCESS DOOR AS REQUIRED FOR CONCEALED PIPING.

*INSTALLATION SHOWN IS TYPICAL. ACTUAL FIELD CONDITIONS MAY VARY AND REQUIRE ADDITIONAL FITTINGS NOT SHOWN TO PROPERLY COMPLETE THE METER INSTALLATION.

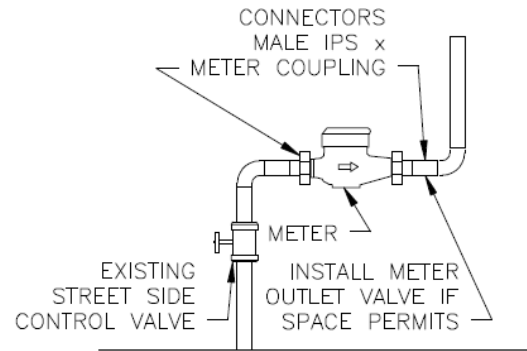
WM-3
NOT TO SCALE
REVISED 11/7/11

TYPICAL INSIDE METER INSTALLATION
HORIZONTAL PIPE WITH
CONTRACTOR SPREAD*
 (SERVICE IS PRESENTLY UNMETERED)

BEFORE



AFTER

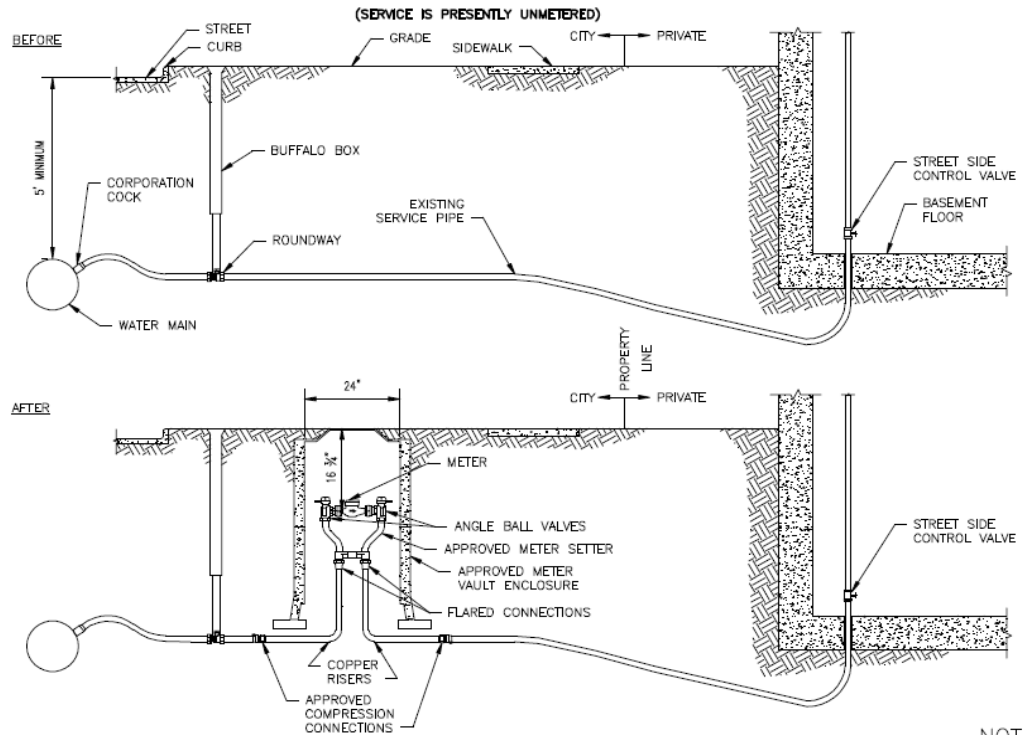


NOTE: CUT WALL OPENING AND ADD ACCESS DOOR AS REQUIRED FOR CONCEALED PIPING.

*INSTALLATION SHOWN IS TYPICAL. ACTUAL FIELD CONDITIONS MAY VARY AND REQUIRE ADDITIONAL FITTINGS NOT SHOWN TO PROPERLY COMPLETE THE METER INSTALLATION.

WM-4
 NOT TO SCALE
 REVISED 11/7/11

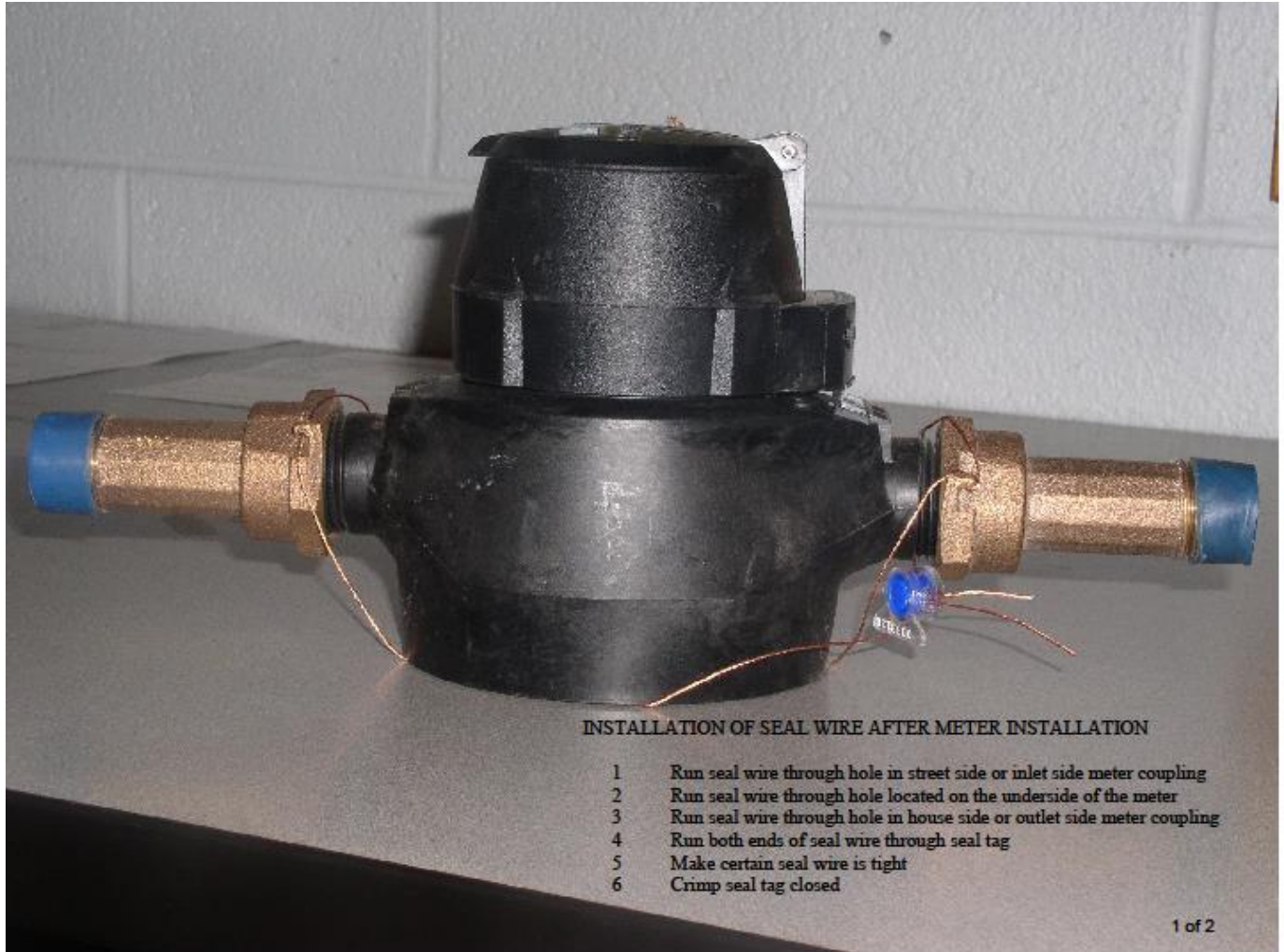
TYPICAL OUTSIDE METER INSTALLATION IN VAULT*



NOTE: INSTALL INSULATED METER PONCHO OVER METER AND SETTER

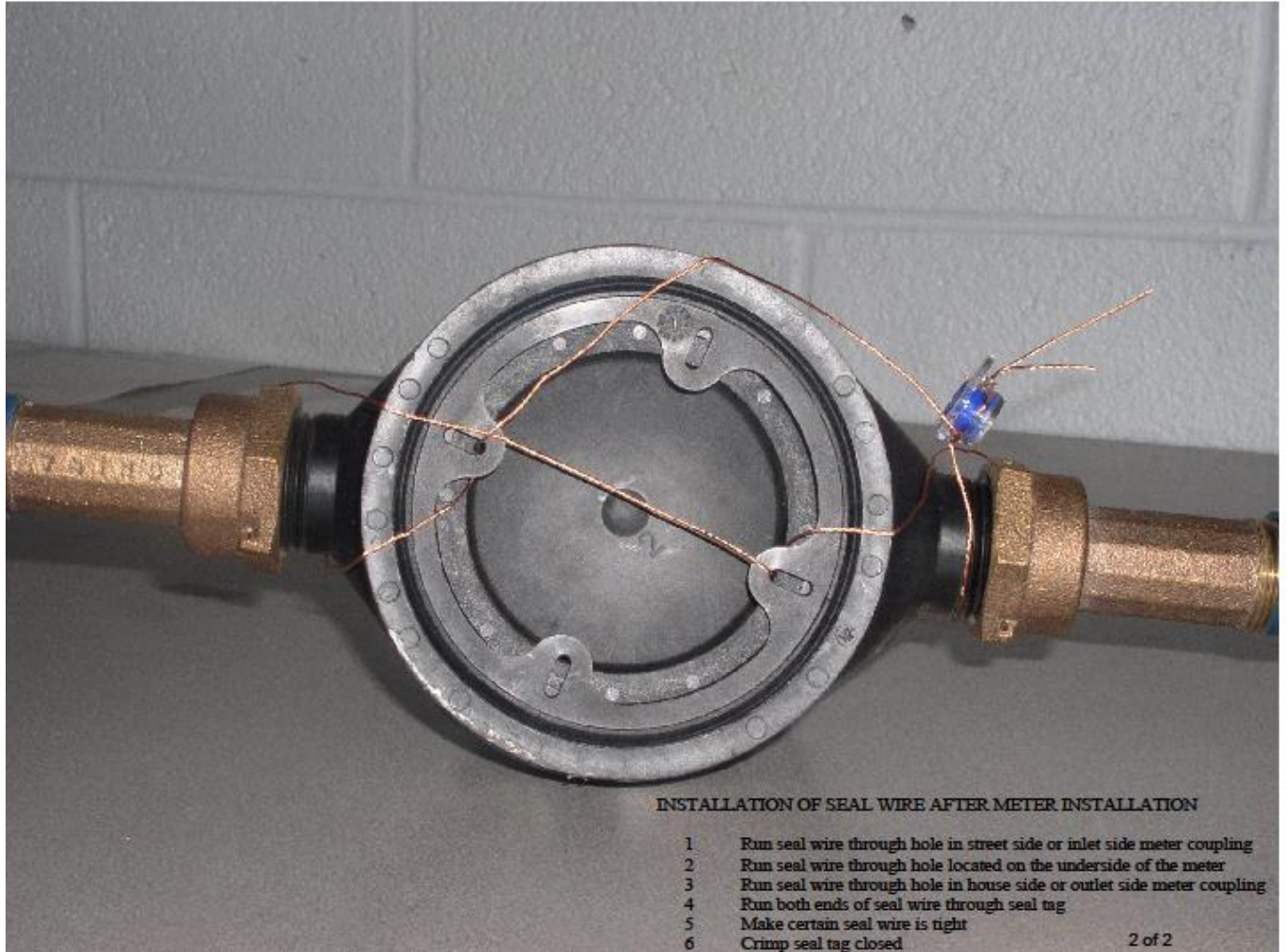
*INSTALLATION SHOWN IS TYPICAL. ACTUAL FIELD CONDITIONS MAY VARY AND REQUIRE ADDITIONAL FITTINGS NOT SHOWN TO PROPERLY COMPLETE THE METER INSTALLATION.

WM-5
NOT TO SCALE
REVISED 11/7/11



INSTALLATION OF SEAL WIRE AFTER METER INSTALLATION

- 1 Run seal wire through hole in street side or inlet side meter coupling
- 2 Run seal wire through hole located on the underside of the meter
- 3 Run seal wire through hole in house side or outlet side meter coupling
- 4 Run both ends of seal wire through seal tag
- 5 Make certain seal wire is tight
- 6 Crimp seal tag closed



Meter Control Information

The following information is required by the Department for control of water meters and is to be recorded at the time of meter installation:

Address

Make of Meter

Size of Meter

Meter Serial #

Meter Location (bsmt., 1st flr., crawl space., sdwk. vlt./ pky. vlt.,)

Nature of Occupancy - Old SFR , Old Condos/Apt.'s w/ # of units.

Date Occupied - This will be FOR YEARS unless occupied within last year.

Meter Set Date

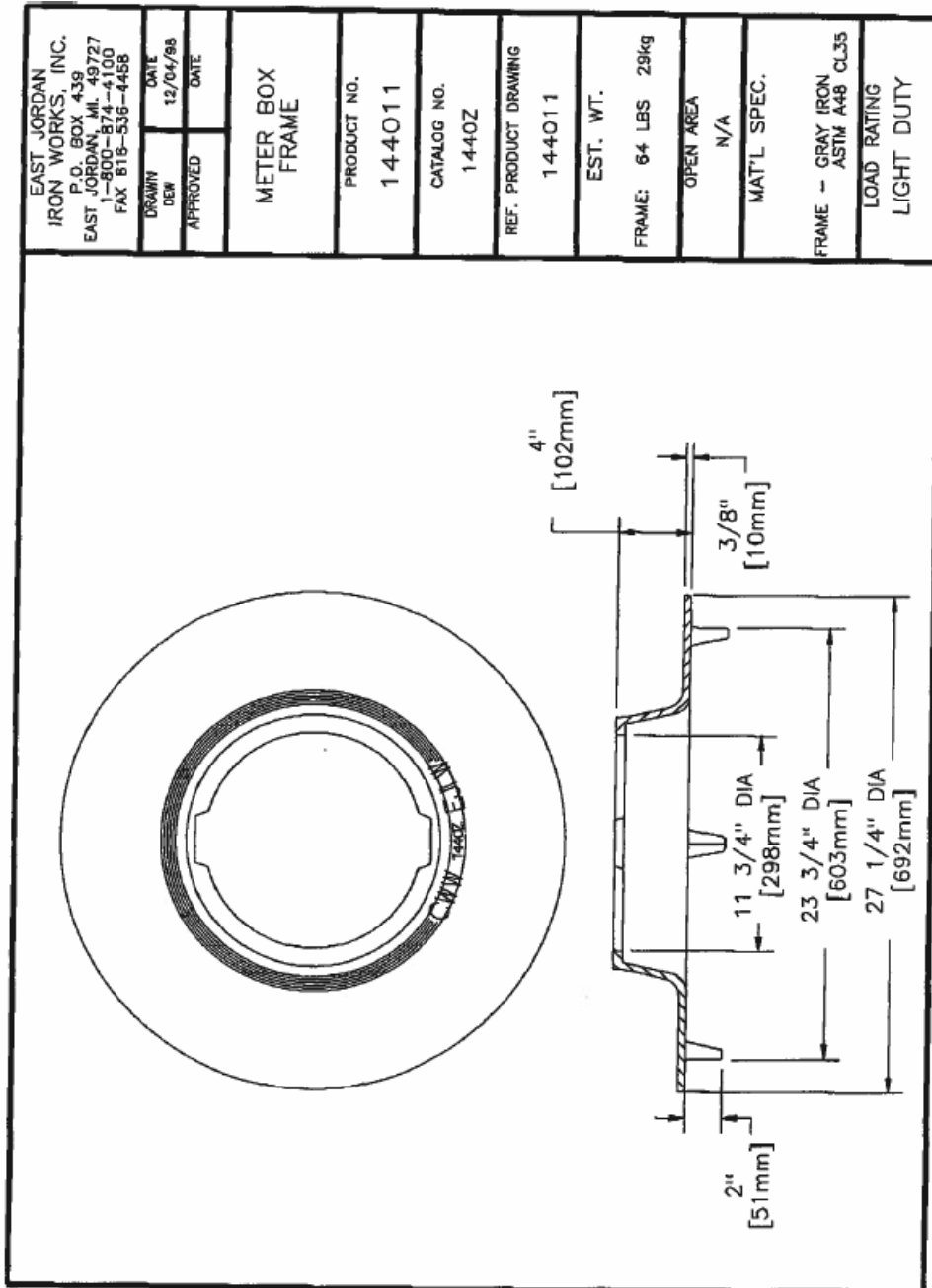
Control Date

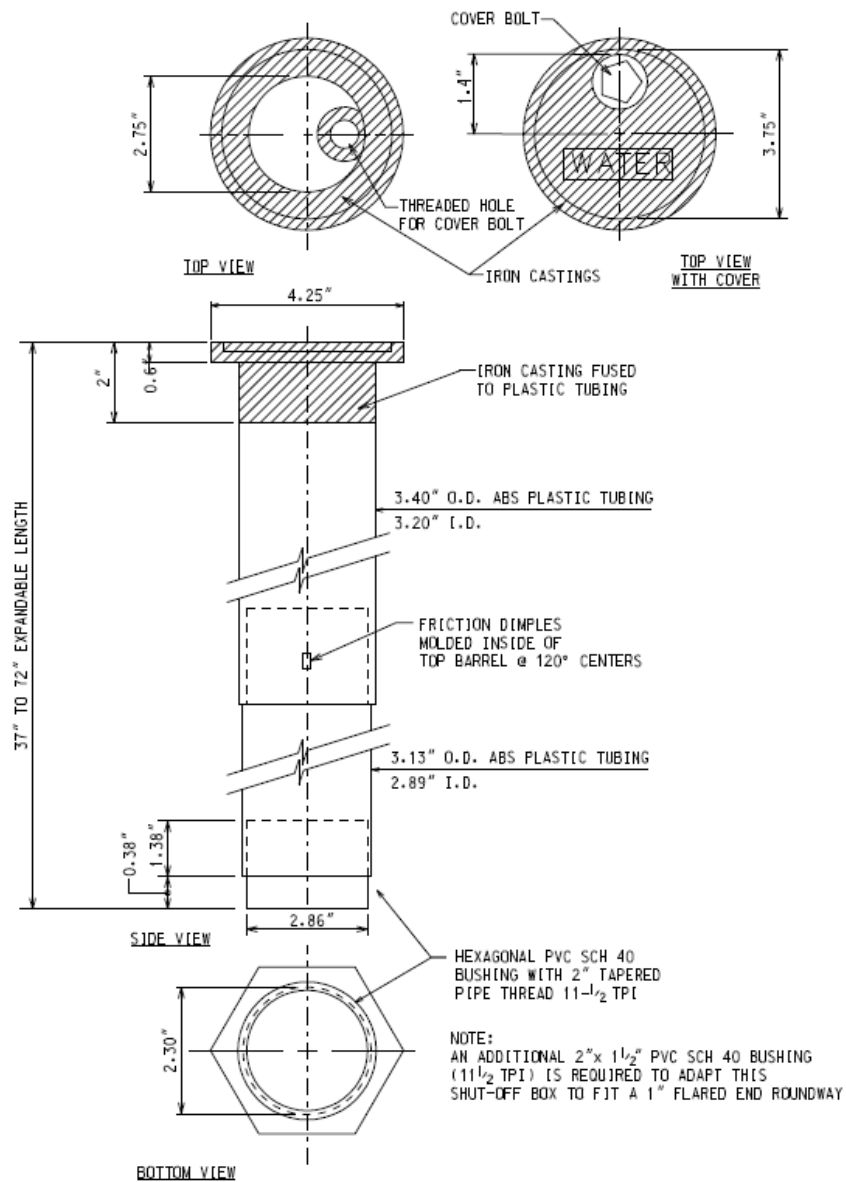
Building Size - (ex. 2x20x64)

Meter Transmitter #

Meter Registration

Meter Location (relative to public right-of-way measurements for nearest intersection)





**PLASTIC SHUT-OFF BOX
FOR SERVICES 2" & SMALLER**

REV:04-07

D-17

Exhibit 4: MISSED APPOINTMENT

Includes instructions for rescheduling an appointment



UNABLE TO GAIN ENTRY OR INSTALL METER

Date: _____ Time of Appointment: _____ *a.m./p.m.*

Customer Name: _____

Premise Address: _____

Dear Customer:

You had a scheduled appointment to install a meter at this address today. We arrived for the appointment but did not receive a response from you. We waited 15 minutes and we tried to contact you at the phone number provided. We could not gain access to complete the work.

Please call **312-747-2862** to reschedule your appointment to have a meter installed at your property under the MeterSave Program.

The 7-year guarantee will not begin until the meter is installed. Until that time, you will continue to be billed at the assessed rate. Should you continue to miss your scheduled appointment you will be placed at the end of the installation list.

☐ Plumbing Inspector

☐ Plumber

☐ Machinist

Exhibit 5: UNABLE TO GAIN ENTRY OR INSTALL METER

Includes description of problem condition (dangerous stairs, unsanitary conditions, dangerous animals, flooding, possible asbestos, pipes in danger of imminent failure, electrical ground connection to be moved, etc.), and instructions to contact DWM to reschedule after the condition is remedied.



UNABLE TO GAIN ENTRY OR INSTALL METER

Date: _____ **Time of Appointment:** _____ a.m./p.m.

Customer Name: _____ **Premise Address:** _____

The Department of Water Management (DWM) is unable to gain entry, complete an inspection, or install a water meter at this time because:

- ☐ Basement is flooded or unsanitary conditions are present
- ☐ Stairs to basement are not functional
- ☐ Basement is not heated, freezing conditions possible
- ☐ Dangerous animal is present and not contained
- ☐ Asbestos is suspected.

It is the responsibility of the owner to hire a professional to test for and remove asbestos prior to water meter installation.

- ☐ Electrical grounding wire is in the way of the meter installation site.

Please have an electrician move the connection to the street side of the first control valve.

- ☐ Electrical grounding wire is missing or damaged.

Please have an electrician restore safe electrical conditions.

- ☐ Existing plumbing appears in danger of imminent failure.

DWM cannot perform repairs for private homes. To find a plumber, please contact the Plumbing Council of Chicagoland at 1-800-76-VALVE. Further, the Chicago Dept. of Family and Support Services and the Plumbing Council of Chicagoland have partnered to offer "The Mayor Daley's Plumbers for Seniors" program to Chicago's disadvantaged and elderly citizens in need of plumbing repairs. To find out if you qualify for this program, please contact the City of Chicago Department of Family & Support Services – Division of Senior Services at (312) 744-7462 or seniorservices@cityofchicago.org.

- ☐ Buffalo box must be serviced by DWM staff to gain control of the water service

DWM staff will contact you once the buffalo box has been serviced to reschedule your water meter installation.

☐ More than one property is supplied by only one water service

It is not possible to install a water meter under this condition. Further appointments are not necessary.

Once the above noted condition is remedied, you will need to call **312-747-2862** to reschedule your water meter installation under the MeterSave Program unless otherwise noted. Please note, the 7-year guarantee will not begin until the meter is installed. Until that time, you will continue to be billed at the assessed rate.

_____ DWM Employee Name

Exhibit 6: OWNER'S PERMISSION TO PERFORM THE WORK

Includes description of work, including wall cuts, access door location and time of access door installation, pit locations, description of liabilities, customer signature.



OWNER'S PERMISSION FORM

Date: _____ Time of Appointment: _____ a.m./p.m.

Owner Name: _____

Premise Address: _____

I am the owner of the property at the above-named address. I have volunteered to have a water meter installed at my address. The City of Chicago Department of Water Management ("DWM") representative has explained to me the installation process. **I hereby give permission to have the meter and accessories installed including:**

Indoor Installation: Pipe and joints, Meter vault, Meter, Valve(s), if needed, Meter Interface Unit or transmitter on the outside of my home via a small, thin wire.

☐ I agree to allow the cutout of my wall, if necessary, to allow installation of the meter. I understand that the DWM representative will install an access door.

☐ I agree to allow the cutout of my wall, if necessary, to allow installation of the meter. I do **NOT** want an access door installed by the DWM representative.

☐ I agree to allow the meter to be installed on my property. Because the DWM is not responsible and is not assessing the condition of my property's plumbing and water service I agree to hold the DWM harmless for damages caused to my property's plumbing and water service as a result of the installation of the meter. Iron services, in particular, may be fragile.

Outdoor Installation: Pipe and joints, Meter vault, Meter, Valve(s), if needed, Meter Interface Unit or transmitter mounted under the vault lid.

Location of Meter Vault: _____

☐ I agree to allow the disturbance of soil, grass, plantings, landscaping and the like on and within my property or the City of Chicago parkway. Restoration will only be black dirt and seed or sod depending on availability. I understand that it is the City of Chicago's responsibility to restore the installation site on public property to the original condition established by the City (as opposed to any improvements or alterations made by me, the property owner). I understand the City of Chicago will restore the parkway at a later date.

☐ I agree to allow the meter to be installed on my property. Because the DWM is not responsible and is not assessing the condition of my property's plumbing and water service I agree to hold the DWM harmless for damages caused to my property's plumbing and water service as a result of the installation of the meter. Iron services, i

DWM Representative

Owner

Date

Exhibit 7: PERMANENT RESTORATION REQUEST

A series of Datastream screens entry forms to be used to request permanent restoration of a meter pit installation.

[START CENTER](#)
[MY ACCOUNT](#)
[HELP](#)
[ABOUT](#)
[LOGOUT](#)

[Work](#)
[Materials](#)
[Equipment](#)
[Requisitioning](#)
[Operations](#)
[Administration](#)

[Home](#)
[Add New](#)
[Edit](#)
[Delete](#)
[Print](#)
[Refresh](#)
[Help](#)

Work Order: 514532
METER SHOP

Organization: DMW
Status: Sched. for Repair
Asset/Activity: CTR

[List View](#)
[Record View](#)
[Comments](#)
[Activities](#)
[Book Labor](#)
[Book Vendor Hours](#)
[Closing](#)
[Schedule Labor](#)
[Parts](#)
[Tools](#)
[Documents](#)
[Add Tab](#)

Work Order: 514532
Asset/Activity: CTR
Type: Vendor Restores
Department/Fund: WATER

Status: Sched. for Repair
Safety: ☐
Warranty: ☐

Organization: DMW
Created By: HOYT/PAGA
Date Created: 01/13/2012

Work Order Details

Location: COSE
Class: BCDVNR
Problem Code:
Criticality:
PM Code:
Parent Work Order:
Cause Code:

Standard WO: VENDORRESTORE
Priority: Priority 3
Cost Code:
Target Value: USD
Failure Code:
Action Code: ASPHALT
Route:
Inspection Status:
Downtime Cost:
Downtime Hours:

Scheduling

Inspected By: JOER
Date Reported/Issued: 01/13/2012 12:13
Supervisor:
Crew Foreman:
Sched. Start Date: 01/14/2012
Sched. End Date: 02/12/2012
Req. Start Date: 01/14/2012
Permit Exp: 01/13/2012
Start Date:
Date Completed:
Shift/Crew:

Activity

Datastream 7i - Windows Internet Explorer
http://65.195.214.101/web/base/COMMONREQ_KEY=718181437588578987
Datastream 7i

START CENTER MY ACCOUNT HELP ABOUT LOGOUT

Work Materials Equipment Requisitioning Operations Administration

Work Order: 514532 METER SHOP

Organization: DWM
Status: Sched. for Repair
Asset/Activity: CTR

List View Record View Comments Activities Book Labor Book Vendor Hours Closing Schedule Labor Parts Tools Documents Add Tab

Activity: 1
Trade: PENCORRESTORE
Task:
Material List:

Activity Start Date: 01/14/2012
Activity End Date: 01/14/2012
Estimated Hours: 1
Hours Remaining: 1
People Required: 1

Shift/Crew:
Project - Budget: 12-607 12-607
Additional Fields
Ticket Number:
Job Location: 2249 W 21TH ST
WAP#: 25
Ward: 25
Assigned Equipment#: 1
Override Equipment Select:
Term Contractors:
of Street Openings: 1
Street Opening Sizes: 10x15
of Alley Openings:
Alley Opening Sizes:
Valve Basin Size:
Valve Basin Location:

Start | Documents | Microsoft... | 7417 S MORGAN, Chicag... | Datastream 7i - Wind... | Hovex Pedro - Outlook... | 8:33 AM

DataStream 7i - Windows Internet Explorer

http://65.196.214.101/webbase/COMMONREQ_REQ.asp?719131472588579937

DataStream 7i

START CENTERMY ACCOUNTHELPABOUTLOGOUT

WorkMaterialsEquipmentRequisitioningOperationsAdministration

Organization: DWM
Status: Sched. for Repair
Asset/ACTIVITY: CTR

Work Order 514532METER SHOP

List ViewRecord ViewCommentsActivitiesBook LaborBook Vendor HoursClosingSchedule LaborPartsToolsDocumentsAdd Tab

Valve Basin Location:

Sewer Basin Size:

Sewer Basin Location:

of Sidewalks:

Sidewalk Size:

Type of Sidewalk:

Sidewalk Finish:

of Curbs:

Length of Curb:

of Carriage Walks:

Length of Carriage Walk:

of Courtesy Walks:

Courtesy Walk Sizes:

of Driveways:

Driveway Sizes:

of Parkways:

Start

Document1 - Microsoft...

717 S MORGAN, Chicago...

DataStream 7i - Wind...

Hirez, Pedro - Outlook ...

8:34 AM

192

Datastream 7i - Windows Internet Explorer
http://65.196.214.201/web/Asset/COMMONREQ_VIEW/71813-142738657987

START CENTER MY ACCOUNT HELP ABOUT LOGOUT

Datastream 7i

Work Materials Equipment Requisitioning Operations Administration

Work Order 514532 METER SHOP

Organization: DWM
Status: Sched. for repair
Asset/Activity: CTR

List View Record View Comments Activities Book Labor Book Vendor Hours Closing Schedule Labor Parts Tools Documents Add Tab

Length of Curb:
of Carriage Walks:
Length of Carriage Walks:
of Courtesy Walks:
Courtesy Walk Sizes:
of Driveways:
Driveway Sizes:
of Parkway:
Parkway Sizes:
Type of Parkway:
Remarks for Restoration:
Asphalt Required: YES
Barricades Left:
Theoretical Yield:
Actual Yield:
Outcome:

Start
Document1 - Microsoft...
7417 S MORGAN, CHICAG...
Datastream 7i - Wind...
Horez, Pedro - Outlook...
8:34 AM

Exhibit 8: SERVICE ORDER INSPECTION FORM

SERVICE ORDER INSPECTION FORM

Please complete each question when performing an inspection for the installation of water meter.

- | | | | | | | |
|----|-----------------------------|----------|---------------|-------------|----|---------------|
| 1 | Size of meter required: | 5/8" | 1" | | | |
| 2 | The basement is: | finished | semi-finished | un-finished | | |
| 3 | Water service size: | 1/2" | 5/8" | 3/4" | 1" | 1 1/4" 1 1/2" |
| 4 | Type of service: | Copper | Lead | Steel | | |
| 5 | House pipe size: | 1/2" | 5/8" | 3/4" | 1" | 1 1/4" 1 1/2" |
| 6 | Type of service: | Copper | Lead | Steel | | |
| 7 | Street side control valve: | Yes | No | | | |
| 8 | Meter spread with union: | Yes | No | | | |
| 9 | Install new meter vault: | Yes | No | | | |
| 10 | Existing Meter vault found: | Yes | No | | | |
| 11 | Rework existing pipe: | Yes | No | | | |
| 12 | Vertical Installation: | Yes | No | | | |

Exhibit 9: CUSTOMER INFORMATION PACKET

Includes information on how to address any problems that may arise after meter installation and billing information.



Thank You for Volunteering for MeterSave



Thank you for volunteering to have a meter installed at your home or two-flat. Now that you are a metered customer here are a few things to be aware of:

If you notice a leak on the floor or on any of the piping where the water meter was installed:

Please call the Department of Water Management MeterSave Office at **(312) 747-2862** Monday through Friday between 7:30 a.m. and 3:30 p.m. If after hours, please call 3-1-1.

If you notice a loss of water pressure to any of the plumbing fixtures in your home or two-flat:

Please call the Department of Water Management MeterSave Office at **(312) 747-2862** Monday through Friday between 7:30 a.m. and 3:30 p.m. If after hours, please call 3-1-1.

If the dial on your meter is continuously moving, this indicates a possible leak somewhere on the property.

First check your faucets, hose connections and toilets to see if water is inadvertently left on.

If the dial starts and stops on its own it indicates a possible leak in the toilet tank. Check your toilet tanks. Also, use a leak detection tablet and follow the directions on the package.

If there are problems with the meter:

Call 3-1-1 if there are any problems, and we will respond promptly.

Meter replacement schedule:

Most water meters have a life of 12 to 25 years. The transmitter has a life of about 15 years.

To maintain your 7-year guarantee:

- The owner must retain ownership of the home
 - Guarantee does not transfer to future owners nor stay with the owner upon moving
- Be current on water bill
 - Active payment plan is current
 - Current water bill is not delinquent
- Provide reasonable access to the property for installation and any necessary maintenance
- Regularly check for leaks in your home

For Customer Service:

Any Customer Service Questions Call (312) 744-4H2O (312-744-4426)

Monday through Friday between 8:30 a.m. and 4:30 p.m.

Your new Water Bill:

You will be receiving a new metered water bill from the Department of Water Management. On this bill, the installation date will become the anniversary date for the 7-year guarantee. These metered water bills are sent out every two months. However, should you receive a non-metered six month bill before we are able to bill you as a metered customer, please pay the non-metered bill and your account will later be adjusted by the Department of Water Management.

PAY YOUR WATER BILL:

- On-line <http://www.cityofchicago.org/water>
- By phone 312-744-4H2O (4426)
- By mail: Department of Water Management,
P.O. Box 6330, Chicago, IL 60680
- In person at any City of Chicago Revenue Payment Center or EZ Pay Station
- Most City of Chicago Currency Exchanges

If you have been posted with the notice of water service termination, we recommend you pay on-line, over the phone or in-person at a City of Chicago Revenue Payment Center:

Site	Site Address	Payment Kiosk Location	Accessible Days	Hours
**Revenue Payment Center (SW)	4770 S. Kedzie	Lobby	Monday-Friday	8:00 am-6:30 pm
**Revenue Payment Center (NE)	2550 W. Addison	Lobby	Monday-Friday	8:00 am-6:30 pm
**Revenue Payment Center (SE)	2006 E. 95th	Lobby	Monday-Friday	8:00 am-6:30 pm
**Revenue Payment Center (City Hall)	121 N. LaSalle	Room 107	Monday-Friday	8:00 am-5:00 pm
**Revenue Payment Center (Central)	400 W. Superior	Lobby	Monday-Friday Saturday	8:00 am-4:30 pm 8:00 am-3:30 pm

EZ Pay Station Site	Site Address or Location	EZ Pay Location	Accessible Days	Hours
O'Hare Airport	CTA Blue Line Entrance	CTA Blue Line Entrance	7 Days a Week	24 hours a day
Midway Airport	Pedway to CTA Orange Line	Pedway to CTA Orange Line	7 Days a Week	24 hours a day
Police District 3	7040 S. Cottage Grove	Lobby	7 Days a Week	24 hours a day
Police District 10	3315 Ogden	Lobby	7 Days a Week	24 hours a day
Police District 16	5151 N. Milwaukee	Lobby	7 Days a Week	24 hours a day
Police District 22	1900 W. Monterey	Lobby	7 Days a Week	24 hours a day
Police District 24	6464 N. Clark	Lobby	7 Days a Week	24 hours a day
Goldblatts Building	1615 W. Chicago	Room 100	Monday-Friday	8:30 am-4:30 pm
Harold Washington Library	400 S. State Street	Plymouth Court Lobby	Monday-Friday	9:00 am-9:00 pm
			Saturday	9:00 am-5:00 pm
			Sunday	1:00 pm-5:00 pm
Ogden	2350 W. Ogden	Lobby	Monday-Friday	8:00 am-4:30 pm
DePaul Center	333 S. State	LL10	Monday-Friday	8:30 am-4:30 pm

**Exhibit 10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

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.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative) (Date)

☐ I am unable to certify the above statements. My explanation is attached.

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 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed to provide them to their prospective prime contractor, who, in turn may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch

Grants Administration Division (PM-216F)

U.S. Environmental Protection Agency

401 M Street, SW

Washington, DC 20460

(Telephone: 202-475-8025)

**Exhibit 11: U.S. ENVIRONMENTAL PROTECTION AGENCY CERTIFICATION OF
NONSEGREGATED FACILITIES**

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.

**Exhibit 12: NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS-
NONDISCRIMINATION IN EMPLOYMENT**

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To:

(Names of unions or organizations of workers)

The undersigned currently holds contract(s) with **City of Chicago Dept. Water Management**

(Name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR
SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS
OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

Exhibit 13: BIDDER CERTIFICATION-IN COMPLIANCE WITH ARTICLE 33E TO THE “CRIMINAL CODE OF 1961”

Bidder Certification

In Compliance with Article 33E to the

"Criminal Code of 1961"

I _____, do hereby certify that:

Name

1. I am _____ of the _____

Position

Firm

and have authority to execute this certification on behalf of the firm.

2. This firm is not barred from bidding on this contract 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 _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____, 20____, before me appeared (Name)

_____ to me personally known,

who, being duly sworn, did execute the foregoing affidavit, and did state that he or

she was properly authorized by (Name of Firm) _____

to execute the affidavit and did so as his or her free act and deed.

Notary Public _____ Commission Expires _____

Notary Seal

EXHIBIT 14: CITY OF CHICAGO SPECIMEN PAYMENT AND PERFORMANCE BOND

RIDER ATTACHED

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we, **COMPANY NAME**
STREET ADDRESS
CITY, STATE ZIP CODE

Principal, hereinafter referred to as Contractor, and _____, Surety of the
County of _____ and State of _____, are held and firmly bound unto the CITY OF
CHICAGO in the penal sum of:

--- Dollar Amount in Words and 00/100 Dollars (\$) ---

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 _____, 20__.

The Condition of the Above Obligation is such, that whereas the above bounden Contractor has entered into a
certain contract with the City of Chicago, bearing

Contract No. XXXXX and Specification No. XXXXXX all in conformity with said contract, for,

Furnishing the City of Chicago, **Name of User Department**, all labor, tools, material, and equipment required and
necessary for the project known as:

PROJECT DESCRIPTION

* The attached rider is incorporated herein by reference.

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, 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 one hundred eighty (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 ten (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 by waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

COMPANY NAME

Approved: _____, 20____

Chief Procurement Officer

By: President (Seal)

Attest: Secretary (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

PRINCIPAL
IF CORPORATION

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

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____ President and
_____ Secretary of the _____
who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as
such _____ President and _____ Secretary, appeared
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as
their free and voluntary act, and as the free and voluntary act of the said _____
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

SURETY, IF CORPORATE

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

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____
_____ of the _____ who _____ personally known
to be the same person _____ whose name _____ subscribed in the foregoing instrument as such _____
_____, appeared before me this day in person and acknowledged that _____
signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free
and voluntary act of the said _____
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

PRINCIPAL
IF INDIVIDUAL

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

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____
who _____ personally known to me to be the same persons whose name _____ subscribed in the foregoing
instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the
said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract No. _____ and Specification No. _____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

EXHIBIT 15: DATA POLICY/DATA WITH CONTRACTOR

“Breach” means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

“Protected Information” means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1. Information Security. Contractor agrees to the following:

1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.

1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

1.3. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.

1.4. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional

obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website:<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>, or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at: http://www.cityofchicago.org/city/en/depts/doit/supp_info/initiatives_-_informationsecurity.html ("City Programs"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.

1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.

1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program.

In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.

1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.

1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.

1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).

1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."

1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.

1.13. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a

check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.

1.14. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.

1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.

1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.

1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been

breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.

1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.

1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.