

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



Airside Concrete Maintenance and Repair at O'Hare and Midway International Airports

Specification Number: 769425

RFQ Number: 5510

Issued by:

CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES

Required for use by:

CITY OF CHICAGO DEPARTMENT OF AVIATION

Bidder Inquiry Deadline: 4:00 PM Central Time, January 24, 2019. Inquiries must be in writing via email to martell.craig@cityofchicago.org. The Specification Number MUST be included in the subject line.

Pre-Bid Conference: January 17, 2019, 10:30 a.m. Central Time

Pre-Bid Conf. Location: Aviation Administration Building (AAB) 10510 W. Zemke Road, Chicago, IL 60666, 2nd floor, Conf. Rm. 1

Bid Opening Date: February 21, 2019

Bid Opening Time: 11:00 AM Central Time

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

Information: Martell Craig, Senior Procurement Specialist

Email: martell.craig@cityofchicago.org, **Fax:** 312-744-0010, **Phone:** 312-744-7284

DPS Address: City Hall, Room 806, 121 North LaSalle 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, **Airside Concrete Maintenance and Repair at O'Hare and Midway International Airports**, the specification number, **769425**, 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).

Bid Deposit: None
Performance Bond: 5% of Contract Value
City Business Preference: Yes
Local Manufacture Preference: Yes
Alternative Fuel Vehicle Pref. Yes
Bid Specific Goals: 25% MBE and 5% WBE
Funding Source: Non-Federal
Fund Number: 18-740-85-4005-0163-0163
and Various

DPS Unit: Aviation
Reverse Auction: No
Drawings: None
Exhibits: 4
Maps: None
Contract Term: 60 Months
Start Date: _____
Expiration Date: _____

Rahm I. Emanuel
Mayor

Shannon E. Andrews
Chief Procurement Officer



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Dear Vendor:

Under the leadership of Mayor Rahm Emanuel, the City continues to identify ways contractors can be good corporate citizens, enhance the City's business community, and improve small businesses' chances of being successful City contractors. The City has several bid incentives and programs designed to benefit local businesses, small businesses and utilization thereof, and reward corporate responsibility and community awareness, including bid incentives for apprentice utilization, city-based businesses, city-based manufacturers, project-area subcontractors, veteran/small business joint ventures, and the use of alternatively powered vehicles, as well as the diversity credit program. Information about all of the City's programs and incentives can be found at www.cityofchicago.org/city/en/depts/dps/provdrs/comp.html.

One program that you may not be aware of is the City's Mentor-Protégé Program ("Program"). Under this Program, a prime contractor mentor is eligible to receive (1) a 1% bid incentive; and (2) an additional 0.5 percent participation credit for every one percent of the value of the contract performed by a subcontractor MBE/WBE protégé (in addition, instead of being mentored by the prime, can be mentored by a first-tier subcontractor), up to a maximum of five additional percentage points of utilization credit. The mentor and protégé must enter into a formal, written agreement that must be approved by the Chief Procurement Officer and that describes how the mentor-protégé relationship will develop the capacity of the MBE/WBE protégé firm to become self-sufficient, competitive, and profitable.

The Mentor-Protégé Program thus embodies two of the City's most important goals: fostering economic development through the growth of small businesses, and connecting our communities to one another through lasting relationships that may not otherwise have formed. We encourage you to make connections at pre-bids and other networking events, contact the assist agencies¹ for vendors specializing in the area of work you are looking to subcontract, and search our MBE/WBE directory online, with the hope that you will take advantage of this Program.

Please also review the following additional reminders about bidding, contracting, and compliance.

Please read Instructions for Bidders, Requests for Proposals and Requests for Qualifications carefully. We understand that government solicitations for bids, proposals and qualifications contain a lot of information and may have mandatory forms to complete. However, errors and omissions in your bids, proposals and qualifications cost both you and the City time and money, since non-responsive bids must be rejected. Rejected bids may result in your firm not getting the contract and increase the cost of work to the City.

If you have a question, ask us. The telephone number and e-mail address of the individual from DPS who is responsible for each solicitation is stated on the cover page of that solicitation. Call or write us – we are here to assist you. However, please keep in mind that in regards to bid solicitations, we must communicate answers to anything but the most general questions to all firms in the vendor pool. This is usually done via an addendum.

The City remains committed to the development and utilization of small, minority, women and disadvantaged owned businesses. In each bid solicitation, you receive a list of the City's registered assist

¹ For a list of assist agencies, visit

www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/AssistAgenciesJune2016.pdf.

agencies. As you plan for meeting your MBE/WBE goals, remember to contact the assist agencies. They have members holding certification in a variety of disciplines. Please utilize them whenever you have contracting needs. In fact, contacting these agencies *well in advance of the bid opening date* is a requirement for demonstrating good faith efforts to obtain MBE/WBE participation if you request a reduction or waiver of goals.

All subcontractors must be approved by the Chief Procurement Officer. A contractor may not make any substitution for a previously approved subcontractor unless the substitution is acceptable to the Chief Procurement Officer. All requests to substitute subcontractors must be submitted on the appropriate form.

You must pay all subcontractors and suppliers within seven days of your receiving payment for that portion of the work from the City. Failure to pay your subcontractors within the seven-day time period may subject you to fines or other penalties.

Vendors are required to report payments to all subcontractors and suppliers in C2. The City's Certification and Compliance Management system, C2, allows prime contractors to report M/W/DBE utilization quickly and efficiently through a web-based format while simultaneously allowing subcontractors the ability to confirm payment activity.

EDSs must be kept up to date. Vendors are required to fill out an Economic Disclosure Statement ("EDS") prior to award of a contract. Until final completion of the project, you must provide, without need for request by the City, an updated EDS if there is any change in ownership or change in any other circumstance that would render the EDS then currently on file inaccurate or obsolete. Failure to provide an updated EDS when required is an event of default.

Persons who lobby City government are required to register as a lobbyist with the Board of Ethics and submit activity reports every quarter. For more information regarding this requirement, please contact the City of Chicago Board of Ethics. Information about the Board may be found at www.cityofchicago.org/ethics.

Check the Debarred Vendor List. Prior to submitting a bid, or for existing contracts, a request for approval of subcontractors, you must check the list of debarred vendors to make sure that you are not proposing the use of a firm that is ineligible to do business with the City. The list of vendors ineligible to do business with the City may be found at www.cityofchicago.org/city/en/depts/dps/provdrs/debarred_firms_list.html.

Comply with prevailing wage and minimum wage requirements. Pursuant to the Illinois Prevailing Wage Act, (or Davis Bacon Act for federally funded contracts), contractors and subcontractors must pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed and, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project. Additionally, pursuant to Mayoral Executive Order 2014-1, the minimum wage* must be paid to all employees regularly performing work on City property or at a City jobsite, and all employees whose regular work entails performing a service for the City under a City contract. For more information about the prevailing wage, visit www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. For a copy of Mayoral Executive Order 2014-1 regarding minimum wage, visit www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/ExecutiveOrderNo2014-1.pdf.

Comply with the United States Department of Labor Occupational Safety & Health Administration ("OSHA") laws and regulations. Under the Occupational Safety and Health Act, employers are responsible for providing a safe and healthful workplace. OSHA's mission is to assure safe and healthful workplaces by setting and enforcing standards, and by providing training, outreach, education and assistance. Employers must comply with all applicable OSHA standards. Employers must also comply with the

General Duty Clause of the OSH Act, which requires employers to keep their workplace free of serious recognized hazards. For more information, visit www.osha.gov/law-regs.html.

Comply with the Multi-Project Labor Agreement ("PLA"). The City is a signatory to the PLA, which applies to all contractors and subcontractors of any tier performing construction work, including construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago. See the relevant sections of the bid specification for more information.

Assistance in meeting the City's requirements for project area labor is available through the Chicago Cook Workforce Partnership. On construction projects of \$100,000 or more, at least 50% of the total hours worked must be provided by City residents, and at least 7.5% of the hours worked must be provided by residents of the project area. The City and Cook County have partnered to provide job training and collaborate with unions, among other workforce development initiatives. For more information and to request assistance with complying with Chicago residency and project area residency requirements, visit www.workforceboard.org/businesses or call (312) 603-7066.

Schedule Cs must reflect the agreement between the subcontractor and the prime contractor. A subcontractor's signature on the Schedule C means it has agreed to the scope and price of work that is described therein. We strongly caution against subcontractors signing and sending blank Schedule Cs to prime contractors.

Pay at least the applicable wage rate, and note the requirements of the paid sick leave ordinance. On December 2, 2014, the City Council of the City of Chicago passed a new chapter of the Municipal Code, 1-24, specifying a minimum wage to be paid to all workers within the City of Chicago – not just employees of City contractors – effective July 1, 2015. For work performed on City contracts, a Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-1*; (3) "Living Wage" rate specified by MCC Sect. 2-92-610; (4) Chicago Minimum Wage rate specified by MCC Chapter 1-24*; or (5) the highest applicable State or Federal minimum wage. In addition, § 1-24-045, Paid Sick Leave, which was passed in 2016, requires all employers of employees performing work in the City to provide paid sick leave, **effective July 1, 2017.**

Note that there are different types of waivers of lien. A *Conditional Waiver and Release Upon Progress Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant has not yet been paid. A *Conditional Waiver and Release Upon Final Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to induce a final payment, and the claimant has not yet been paid. Remember, any outstanding balance that is owed to the claimant or retainage held should be noted in the balance section of the waiver of lien. An *Unconditional Waiver and Release Upon Progress Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant asserts in the waiver that he or she has received the progress payment. An *Unconditional Waiver and Release Upon Final Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment and the claimant asserts in the waiver that he or she has received the final payment.

Please take a moment to fill out the **optional** survey that follows this letter to help us gain a better understanding of your firm. Thank you for your attention to these important matters, and we look forward to partnering with you on future City contracts.

Sincerely,



Shannon E. Andrews

Chief Procurement Officer



*For the most up-to-date wage rate information, visit www.cityofchicago.org/city/en/depts/dps/provdrs/comp.html.

PLEASE NOTE: Do not return this survey with your bid, as it is optional and does not affect the evaluation of your bid. If you choose to complete the survey, please fax it to 312-744-0010 or email it to dps.feedback@cityofchicago.org.

Vendor Name ("Vendor"): _____

Date: _____

- (1) Does Vendor have a formal tracking and reporting system of energy/utility/waste/water usage to identify trends and unusual fluctuations and usage?

- (2) Does Vendor have an awareness program for energy conservation that includes regular communication to employees about avoiding wasteful practices and encourages turning off lights and other devices when not in use?

If so, are reminder signs posted in appropriate locations? _____

- (3) Has a policy or practice been adopted to avoid or prohibit the use of high energy-consuming outdoor advertising (such as LED billboards)?

- (4) Are employees instructed to shut down personal computers at the end of each work period?

Are computers set to turn off monitor, hard drive, or go on standby after 30 minutes or less of inactivity, or are network/system controls used to minimize energy use in idle work stations?

- (5) Are supplies and cleaning products chosen based on a goal of minimizing harmful or hazardous contents?

(6) Is preference given whenever practicable to local suppliers and products produced locally or regionally?

(7) What percentage of Vendor's full-time employees identify as:

- a. White _____%
- b. Black or African-American _____%
- c. Hispanic _____%
- d. Asian _____%
- e. Other _____%

(8) What percentage of Vendor's full-time employees identify as:

- a. Male _____%
- b. Female _____%

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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
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. _____ Certificate of Filing of Economic Disclosure Statement and Affidavit (EDS)
5. _____ Bid incentive/preference affidavit(s): Chicago Business, Local Manufacture, Alternatively Powered Vehicles, Veteran-Owned Small Local Business or Eligible Joint Venture, Utilization of Veteran-Owned Subcontractors, Mentoring Program, Commitment Regarding BEPD, and/or Diverse Management and Workforce (if applicable)
6. _____ Proposal Page(s) (Schedule of Prices)
7. _____ Bid Execution Page
8. _____ Bid Deposit (if required)
9. _____ 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 his/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 his or her sole opinion, determines such exception(s) or deviations to be material.

1.8. Taxes Included in Bid Prices

With few exceptions, materials purchased by the City of Chicago are not subject to the Federal Excise Tax. 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
- Affidavit of Chicago Business (if applicable)
- Affidavit of Locally-Manufactured Goods (if applicable)
- Alternatively Powered Vehicles Affidavit (if applicable)
- DBE or MBE/WBE compliance forms as applicable
- Proposal Page(s) (Schedule of Prices)
- Bid Execution Page

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 his or 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 manufacturers 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 his or 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 his/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 his/her sole discretion and authority, may disregard or waive any informality in the Bids or bidding process.

1.22. Statutory Adjustments to the Bid

1.22.1. City-based Businesses (Chicago Business Preference)

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

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds all appropriate city licenses;

and (iii) is subject to applicable city taxes. These taxes may include the City Wheel Tax as provided at Chapter 3-56 of the MCC.

"City residents," as defined in Section 2-92-330 of the MCC, means persons domiciled within the city.

"Contract" means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that the term "contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Prime Contractor" means a person who is a city-based business and the primary contractor on a contract. A "Prime Contractor" does not include any subcontractors.

"City resident employee" means an individual who resides in the City and who is employed by a prime contractor in a permanent, full-time employment and whose work is not counted towards the work hours required by Section 2-92-330.

"Socio-economically disadvantaged area" means an area within the City that meets the criteria for designation as a socio-economically disadvantaged area as set forth in rules promulgated by the City's Commissioner of Planning and Development pursuant to Section 2-92-390.

If these Bid Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of: (i) four percent of the contract base bid; or (ii) six percent of the contract base bid, if the majority of such prime contractor's employees are city resident employees; or (iii) eight percent of the contract base bid, if such prime contractor is eligible for an incentive under subsection (ii) and the majority of such contractor's city resident employees are residents of a socio-economically disadvantaged area, in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a Prime Contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated on the cover page of the Bid Documents.

If a City Based Business Preference is applied to a Bidder's Bid, the Local Goods Incentive pursuant to Section 2-92-410 of the MCC will not be applied to that same Bid.

Bidders desiring to take advantage of the City Based Business Preference must submit documentation with their Bid that Bidder is a City-Based Business.

1.22.2. Locally Manufactured Goods

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

"City-based manufacturer" means a person who: (i) holds any appropriate city license; (ii) is subject to applicable city taxes; and (iii) owns, operates, or leases a manufacturing facility within the city.

"Contract for Goods" means any contract, purchase order or agreement for the purchase of goods awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a "contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; (iii) a collective bargaining agreement; or (iv) a construction contract as defined in Section 2-92-670 of the MCC.

"Locally manufactured goods" means goods whose value, either in whole or in part, is derived from growing, producing, processing, assembling, or manufacturing activities that occur within a city-based manufacturer's facility located within the city.

"Manufacture" means to produce tangible goods for use from raw or prepared materials by giving the materials new forms, qualities, properties or combinations, whether by hand-labor or machines.

If these Bid Documents pertain to a contract for goods having an estimated contract value of \$100,000 or more, the CPO may allocate a bid incentive ("Local Goods Incentive") in accordance with section 2-92-

410 of the MCC. If the CPO has determined that a Local Goods Incentive will be allocated, it will be indicated on the cover page of the Bid Documents and shall consist of the following:

Total Dollar Value of Locally Manufactured Goods Provided in the Contract	Bid Incentive
25% to 49%	1% of the contract base bid
50% to 74%	1.5% of the contract base bid
75% or greater	2% of the contract base bid

Bidders desiring to take advantage of the Local Goods Incentive, if allocated, must submit documentation with their bid that the goods to be provided will be locally manufactured goods: "Bidders Commitment to Provide Locally Manufactured Goods" and "Local Manufacturing Affidavit." Contractors must provide such other supporting documentation of local manufacture during the term of the Contract as the CPO may require.

Upon completion of the work, any Contractor that has failed to supply the required percentage of locally manufactured goods for which the Local Goods Incentive was allocated shall be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied under the contract, unless the contractor can demonstrate that due to circumstances beyond the Contractor's control, the contractor for good cause was unable to provide the required percentage of locally manufactured goods.

1.22.3. Alternatively Powered Vehicles Bid Incentive

1.22.3.1. Definitions for Alternatively Powered Vehicles Bid Incentive

For purposes of this Section 1.22.3 only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

(A) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or

(B) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or

(C) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or

(D) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the MCC.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the MCC.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the MCC.

"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.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions in the bid amount.

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a "vehicle" shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the MCC, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

1.22.3.2. Eligibility for Alternatively Powered Vehicles Bid Incentive

(A) Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded, the chief procurement officer may allocate a bid incentive of 1/2% of the contract base price to a qualified bidder when the qualified bidder is an eligible business. If the CPO has determined that an Alternatively Powered Vehicles Preference may be applied, it will be indicated on the cover page of the Bid Documents.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

For purposes of this section the total dollar value of a construction project contract includes both materials and labor.

(B) As a condition of being awarded the bid incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(C) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

(D) A bidder desiring to receive an incentive pursuant to this section shall include with its bid submission the *Affidavit of Eligible Business for Bid Incentive for Alternative Powered Vehicles*, which affirms that the bidder satisfies all pertinent requirements as an eligible business.

(E) Upon completion of the work, any eligible business that receives a bid preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the bid incentive awarded.

(F) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

1.22.4. Bid Incentives for Veteran-Owned Small Local Businesses and Eligible Joint Ventures

1.22.4.1. Definitions

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

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Eligible joint venture" means an association of one or more small local business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Local business enterprise" means a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), which has the majority of its regular, full time work force located within the Six County Region.

"Owned" means having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

"Prime contractor" means a person who is the primary contractor on a contract.

"Small business enterprise" means: (i) for a construction business enterprise, a small business enterprise, as the term is defined in MCC 2-92-670; or (ii) for a non-construction business enterprise, a business enterprise which is not an established business, as the term is defined in MCC 2-92-640.

"Small local business enterprise" ("SBE") means a local business enterprise which is also a small business enterprise.

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; and (2) has been: (i) certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) certified by the County of Cook as a veteran business enterprise; (iii) certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business.

"Veteran-owned small local business" ("VBE") means a business that is both a veteran-owned business enterprise and a small local business enterprise, and which has been certified by the City as a veteran-owned small local business pursuant to MCC 2-92-930.

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

1.22.4.2. Bid Incentive

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 5% of the contract base price, in accordance with section 2-92-950 of the MCC, to any qualified bidder that is a veteran-owned small local business or an eligible joint venture.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture. Bidders should consult the DPS regulations regarding this incentive and be prepared to comply with the self-performance requirements, which in some circumstances affect the calculation of MBE and WBE participation toward contract goals when a small business enterprise involved in receiving this incentive is also a certified MBE or WBE.

As a condition of being awarded the bid incentive, the veteran-owned small local business or eligible joint venture shall continue to meet the definition of a veteran-owned small local business or an eligible joint venture. If a contract is awarded to the veteran-owned small local business or eligible joint venture, upon completion of the work, any veteran-owned small local business or eligible joint venture that receives a bid preference but fails to meet the definition of a veteran-owned small local business or eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

1.22.5. Commitment Regarding Business Enterprises Owned By People With Disabilities (BEPD)

1.22.5.1. Policy and Terms

It is the policy of the City that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with MCC 2-92-337 *et seq.*, *Regulations Governing Certification of Business Enterprises owned by People with Disabilities*, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Contract. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

1.22.5.2. Definitions

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

(A) "Business Enterprises owned or operated by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.

(B) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

(C) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

1.22.5.3. Commitments

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

% of total dollar contract amount performed by BEPD	Bid incentive
2 to 5%	1% of the contract base bid
6 to 9%	2% of the contract base bid
10 to 13%	3% of the contract base bid
14% or more	4% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

Upon completion of the work, any Contractor that has failed to retain the percentage of BEPD subcontractors for which a bid incentive was taken into consideration in awarding of a contract shall 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 BEPD participants throughout the duration of the contract period.

1.22.5.4. Records and Reports

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

1.22.6. Mentoring Program Bid Preference (Section 2-92-535 of the Chicago Municipal Code)

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

"Mentoring agreement" means a written mentor-protégé agreement approved by the CPO with MBEs and WBEs to develop their capacity in becoming self-sufficient, competitive and profitable business enterprises, as defined in Section 2-92-535.

"Subcontractor-to-subcontractor mentoring agreement" means a subcontractor's written mentor-protégé agreement approved by the CPO to develop the capacity of MBE or WBE subcontractors, as defined in Section 2-92-535.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 1% of the contract base price, in accordance with Section 2-92-535 of the MCC, to any prime contractor that has entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder has entered into a mentoring agreement or that the bidder's

subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement, at the time of bid submission and at any time during the term of the Contract, as requested by the CPO.

As a condition of being awarded the bid preference, the Contractor shall maintain records adequate to monitor compliance with MCC Section 2-92-535 and shall submit such reports as required by the CPO. Full access to the Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Contractor and subcontractors shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

Upon completion of the work, any Contractor that has failed to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which a bid preference was taken into consideration in awarding of a contract, shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the Contract period.

1.22.7. 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.

1.22.8. Bid Incentive to Encourage Diverse Management and Workforce (Section 2-92-407 of the Chicago Municipal Code)

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

"Contract" means the contract, purchase order or agreement awarded by the City and whose cost is to be paid from funds belonging to or administered by the City; provided that the term "Contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Diverse" means any of the following racial or ethnic groups:

African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);

Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race);

Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

Other groups, or other individuals, found by the board to be socially and economically disadvantaged and to have suffered actual racial, ethnic or gender discrimination and decreased opportunities to compete in Chicago area markets or to do business with the City.

"Prime Contractor" means the Contractor and does not include any subcontractors.

"Management" means business owners, partners and any others who have a fiduciary duty to the business.

"Workforce" means all who are employed by Contractor in a permanent, full-time employment capacity.

Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded by competitive bid, the CPO shall allocate to any qualifying bidder the following bid incentive for diverse management and diverse workforce:

Total % of Contractor Management That Is Diverse	Bid Incentive
10% to 20%	0.5% of the contract base bid
Greater than 20% up to 40%	2% of the contract base bid
Greater than 40%	4% of the contract base bid
Total % of Contractor Workforce That Is Diverse	Bid Incentive
10% to 20%	2% of the contract base bid
Greater than 20% up to 40%	4% of the contract base bid
Greater than 40%	6% of the contract base bid

A Prime Contractor may qualify for and apply both the diverse management and diverse workforce bid incentives.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the Contract price.

The Prime Contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the Prime Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Prime Contractor shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

The CPO may require, at the time of submission of a bid or at any time during the term of the Contract, that the bidder of Prime Contractor submit an affidavit and other supporting documents demonstrating that the bidder or Prime Contractor is eligible for the diverse management and/or diverse workforce bid incentives.

Upon completion of the work, any Prime Contractor that has failed to retain the percentage of diverse management and/or diverse workforce for which a bid incentive was taken into consideration in awarding of a contract shall be fined in an amount equal to three times the amount of the bid incentive allocated, unless the Prime Contractor can demonstrate that due to circumstances beyond the Prime Contractor's control, the Prime Contractor for good cause was unable to retain the percentage of diverse management and/or diverse workforce throughout the duration of the Contract period.

1.22.9. 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.

1.23. 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 his/her opinion the best interest of the City will be served by such action.

1.24. 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."

1.25. 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.

1.26. Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that 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.

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

In accordance with Section 2-92-612, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" 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.

1.28. 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: Example Insurance Certificate of Coverage
- Exhibit 2: Sexual Harassment Policy Affidavit (MCC 2-92-612)
- Exhibit 3: Technical Specifications
- Exhibit 4: Contractors performance & payment bond

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.

"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, President's Day, 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" 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. LaSalle 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 LaSalle 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 Contractors 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 may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

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 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 0. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 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 his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

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

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 Regulations" 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's Rules and Regulations.

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

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

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

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

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

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

If the payment 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.

3.3.7. 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 share 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 Revenue, 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 provide 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 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.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

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

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, s/he may in his/her discretion declare an event of default and may in his/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 3.3.10.6 and paragraph 3.3.10.8, 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 his/her sole discretion will 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 Drivers 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 Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers 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 employees 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 (OEMC) 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 a 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 a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a 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, 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 Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/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 subcontractors 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, 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 Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/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 performance of Services, 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 activities, 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. 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.

4.2.10. Work In Progress

Any Services in progress at the termination date of the Contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor be relieved of its obligations under this Contract until all Services requested prior to the expiration of the Contract has been completed and accepted by the Commissioner.

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 antiidling 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 will furnish, deliver, and supply F.O.B., to the City of Chicago, Department of Aviation (CDA), all supervision, labor, material, equipment, transportation of equipment and materials, tools, traffic control, barricades, safety equipment, locating of utilities, and applicable permits necessary to perform Airside Concrete Maintenance and Repair (Work) under one-hundred (100) contiguous cubic yards at Chicago O'Hare and Midway International Airports (individually, the "Airport" or "O'Hare" and/or "Midway", and collectively the "Airports"); excavation with or without bituminous and PCC removal or PCC installation, partial and full-depth removal of Bituminous and PCC pavements, and installation of Portland Cement Concrete (PCC), patching mortars, pavements, structures, and related appurtenance items. All line items in this Contract may be utilized with or without bituminous/PCC removal and/or installation; all in accordance with the General Conditions, Special Conditions, and Detailed Specifications of this Contract.

5.2. Basis of Award

In the event that a contract is awarded pursuant to this Specification, the Chief Procurement Officer will award such contract to the lowest responsive and responsible bidder as determined by the bid price, including any statutorily mandated adjustments to the bid price as applicable, meeting the terms and conditions set out in the Bid Documents.

Contractor's bid pricing must incorporate any peripheral costs including, but not limited to, the costs of products and/or services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by this Contract.

5.3. Performance Bond

A Performance and Payment Bond is required for this contract.

The successful Bidder or Bidders must, within five calendar days of receipt of written notice from the City, furnish a Performance and Payment Bond in the amount of 5% of the contract value. The Bond must be on the Contractor's Performance and Payment Bond form, a specimen which is attached as Exhibit 4, issued by a surety that is satisfactory to the CPO and the City Comptroller, and comply with the provisions of 30 ILCS 550/1 et seq. and MCC Section 2-92-030.

5.4. Illinois Prevailing Wage Act/Davis-Bacon Act

This Contract calls for the construction of a "public work" within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). If this Contract is not federally funded, the Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the Work is performed. The Department publishes the prevailing wage rates on its website at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>.

The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site regularly for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website above. All Contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

If this Contract is federally funded, the Contractor will ensure that it and its subcontractors comply with the applicable provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec 874 and related regulations, and pay such applicable prevailing wage rates. For wage rates and more information, please refer to:

<http://www.wdol.gov>

Additional or more detailed requirements may be set forth in another section of this Contract (see Table of Contents).

As a condition of making payments to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

5.5. Funding

Funding for this Contract may vary and is subject to the availability of funds and their appropriation by the Chicago City Council.

5.6. Contract Term

The term for this Contract will be sixty (60) months, unless terminated earlier or extended pursuant to the terms as set forth in 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 Pages.

5.7. City and Project Area Resident Requirements

If the funding under this contract is \$100,000 or more, Contractor and all subcontractors that perform work on the site where work undertaken pursuant to this contract shall comply with the minimum percentage of total worker hours performed by city residents of the City of Chicago and project area residents as specified in § 2-92-330 of the Municipal Code, unless otherwise prohibited by law. 7.5% of the total work hours must be performed by project area residents and 50% of the total work hours must be performed by city residents unless the Chief Procurement Officer determines otherwise. Work hours performed by project area residents are counted as work hours performed by city residents for purposes of calculating the minimum work hour percentage required to be performed by city residents. In addition to complying with this requirement, Contractor and all Subcontractors must make good faith efforts to utilize eligible residents of the City of Chicago in both unskilled and skilled labor positions.

"City residents" means persons domiciled within the city.

"Project area residents" means persons domiciled within that part of the city designated as the project area in the information for bidders issued by the Department of Procurement Services.

"Domicile" means an individual's one and only true, fixed and permanent home and principal establishment.

"Eligible residents" means city residents and project area residents.

The contractor shall provide for the maintenance of adequate employee residency records to ensure that eligible residents are employed on the project. The contractor and subcontractors shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted weekly to the Commissioner of the supervising department in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

Full access to the contractor's and subcontractors' employment record shall be granted to the Chief Procurement Officer, the Commissioner of the supervising department, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant personnel data in records for a period of at least three years after final acceptance of the work.

At the direction of the supervising department, affidavits and other supporting documentation will be required of the contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the contractor to provide utilization of eligible residents shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by eligible residents.

When work is completed, in the event that the City has determined that the contractor failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by eligible residents or has failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance it is agreed that 1/20 of 1 percent (.05%), 0.0005, of the approved contract value for this contract shall be surrendered by the contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the contractor or subcontractors or employee to prosecution. Any retainage to cover contract performance that may become due to the contractor pursuant to § 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination whether the contractor must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this contract.

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

5.8.1. 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.

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.

5.8.2. 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.

5.8.3. 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.

5.8.4. 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).

5.8.5. 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.

5.8.6. 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.

5.9. Price Adjustment

Original bid prices set forth on the Proposal Pages of the Contract will remain in effect for the first thirty-six (36) months of the Contract term. The Contractor is not entitled to any price adjustment(s) during this thirty-six (36) month time period. The Contractor should factor in commodity and/or input price escalations, volatility, risks, and any other factors in its proposed prices on the Proposal Pages for the initial thirty-six (36) month period from the start date of this Contract.

After the initial thirty-six (36) month period, a price adjustment may be considered for the next twelve (12) month period and annually for each subsequent twelve (12) month period. For purposes of determining any price adjustments for this Contract, the City and Contractor will look to changes in the Consumer Price Index. All requests for price adjustments will reference the Consumer Price Index (CPI) - Non-seasonally adjusted - all urban consumers - all items - for the Chicago-Gary- Kenosha, IL- IN - WI region series ID: CUURA207SA0, as it appears in the periodical CPI published by the U.S. Department of Labor, Bureau of Labor Statistics.

The Contractor may review the most current version at:

<http://data.bls.gov>.

All price adjustment calculations will be based upon the latest version of the CPI available on the eighteenth (18th) day of the month following the anniversary of this Contract. The effective date of an adjustment will be the anniversary of the start date of this Contract.

If, during the term of this Contract, the manner in which the CPI as determined by Bureau of labor Statistics is substantially revised, including a change in the base index year, the City will make an adjustment in the revised index that would produce results equivalent, as near as possible, to those that would have been obtained if the CPI had not been so revised. If the CPI becomes unavailable to the public because publication is discontinued or if equivalent data are not readily available to enable the City to make the adjustment, then

the City will substitute a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index is available, then a comparable index published by a major bank or other financial institution, by a university or a recognized financial publication. A formal modification will not be required to change the index should the subject index (CPI) cease publication.

The Contractor must submit a written request for a positive price adjustment no later than thirty (30) calendar days after the first thirty-six (36) months of the term and no later than thirty (30) calendar days after each twelve (12) month anniversary of this Contract thereafter. If the Contractor does not request a price increase within such thirty (30) calendar day period, the Contractor will not be entitled to a price increase for the applicable twelve (12) month period.

After the initial thirty-six (36) month term, if the CPI has decreased resulting in a reduction of contract prices, the City will notify the vendor in writing within sixty (60) days of the Contract's anniversary stating the City's intention to reduce prices retroactive to the anniversary date of this Contract. The City will adhere to such notification requirement for any price decreases for each subsequent twelve (12) month anniversary of this Contract thereafter.

The Contractor's unit prices for line items will be adjusted beginning the thirty-seventh (37th) month of this Contract, and each year thereafter by an amount determined in accordance with the following formula or .05 [e.g. five percent (5%)], whichever absolute value is smaller for each subsequent one (1) year period:

New Contract Price (each item) = Original Bid Price for line items x (1 + percentage change in the CPI)

The percentage change in the CPI should be expressed as a decimal point and rounded to the nearest thousandth (e.g. .015). Please note that the percentage change in the CPI may be positive or negative, but will never be more than .05, therefore any new price will never be greater than 105% or less than 95% of the current Contract price. For purposes of determining the first percentage change in the CPI, the base CPI will be the CPI in the 24th completed month of this Contract, which will be compared to the CPI in the 36th completed month of this Contract. Subsequent price changes will be based on the year over year percentage change in the CPI. For example, for the adjustment at the beginning of the fifth year of this Contract (month 49) the CPI from month 36 will be compared to the CPI for month 48.

Any services provided by the Contractor at a price change, without a properly executed contract modification signed by the Chief Procurement Officer is made at the Contractor's risk. Consequently, in the event such modification is not executed by the City, the Contractor releases the City from any liability whatsoever to pay for any Work and/or services provided at an unapproved increased price.

It is the Contractor's responsibility to request the increase. If the Contractor delivers products or services after the date requested for the escalation to begin (the anniversary date of the start of this Contract) but prior to the increase being granted, the Contractor may retroactively bill the City for the difference if and when the request is formally approved. In the interim the Contractor must bill the City at the prices currently in effect in this Contract.

5.10. Permits and licenses

The Contractor must obtain and maintain, at its own expense, all permits and licenses necessary to carry out the Work as specified in this Contract. All required permits and licenses will not be measured for payment and will be considered incidental to this Contract.

5.11. Disposal Materials

5.11.1. O'Hare

All materials generated from removal activities and not limited to unclassified excavation, curb, gutter, sidewalks, ramps, PCC pavements, bituminous pavements, structural slabs, foundations, concrete utility structures, etc. will be legally disposed at an approved, licensed, and certified dump site off O'Hare property or at a location on site at O'Hare as determined by the Commissioner.

5.11.2. Midway

All materials generated from removal activities and not limited to unclassified excavation, curb, gutter, sidewalk, ramps, PCC pavements, bituminous pavements, structural slabs, foundations, concrete utility structures, etc. will be legally disposed at an approved, licensed, and certified dump site off Midway property or at a location as determined by the Commissioner.

5.11.3. Recyclable Materials

Removal of pavements at Midway will be paid for under the applicable line items for off-site disposal. For pavement removals completed at O'Hare, an onsite location may be provided to the Contractor for materials generated from the removal limits. PCC pavements and materials deemed recyclable shall be hauled to a separate site at O'Hare for recycling. The Contractor will be required to maintain any dump sites while utilizing them for disposal of removed Work materials. All costs associated with the maintenance of these dump sites is considered incidental to the applicable line items. The dump site location at O'Hare will be determined by the Commissioner and will be located within the boundaries of the Airport. All costs of material disposal will be inclusive of the respective line items.

5.12. Owner Provided Materials – Aggregates

Recycled aggregates may be readily available on site at O'Hare for the Contractor to utilize on various Work or as directed by the Commissioner. All costs associated with the loading, hauling, placement, compaction, and related Work will be considered incidental to the applicable Contract line items.

5.13. Pavement Markings

All pavement striping and markings will be completed by the City via a separate pavement marking Contractor. The Contractor must coordinate with the pavement marking contractor to ensure all required pavement markings are scheduled and completed accordingly for each Work item as specified.

5.14. Work Hours

Work under this Contract will be performed during normal Work hours defined as 2200 Sunday through 2159 Friday, with the majority of Work occurring during night time hours defined as 2200 to 0600 Sunday through Friday. No additional compensation will be provided for scheduled night time normal Work hours of eight (8) hour shifts.

5.15. Overtime

5.15.1. Hours

Overtime hours under this Airside Concrete Maintenance and Repair Contract are defined as after eight (8) hours on any regular workday, as well as 2200 Friday through 2159 Sunday, and holidays as specified. Any overtime Work shall be by specific order or orders and must be authorized by the Commissioner prior to the start of any Work.

Overtime compensation only applies to workers, labor, operating engineers, and foremen in direct charge of the specific operations associated with the Airside Concrete Maintenance and Repair Work as covered under the Cook County Prevailing Wage listing in this Contract. Overtime shall be the premium cost, labeled as *M-F > 8, OSA and OSH on the Cook County Prevailing Wage table that is above the Cook County base wage rate classification. The Contractor will be paid under an Allowance as set forth on line item 65 of the proposal pages – "Overtime for Line Items 1-61" of this Contract.

5.15.2. Overtime Labor Mark-Up

For all hourly wage labor forces in direct charge of the specific Airside Concrete Maintenance and Repair Work, the Contractor shall be entitled to receive the difference of actual straight time hourly wage rate from the overtime rate paid for every hour that said labor forces are actually engaged in such Work. No additional allowance or payment will be made for general superintendence or management.

All indirect costs must be part of the overhead, including but not limited to, supervision, engineering, safety, surveying, quality control, and/or any other technical personnel, and should be included in the applicable bid line item unit price of the Proposal Pages.

No payment will be made for labor performed on overtime until the Contractor has provided the Commissioner with itemized statements of the labor cost as follows:

1. Name, classification, date, daily hours, total hours, rate and extension for each journey worker, apprentice, and foreman.
2. Certified payrolls or certified copies thereof, pertinent to the Work for which payment is requested.

The payroll records will contain the name and address of each employee, the employees correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The labor rates will be audited against the certified payrolls.

Falsification of the certified payroll is an offense punishable by law.

5.16. Emergency Call-Out

Compensation for any emergency call out, defined as requirement of the Contractor to be onsite within 4 hours of notification from the Commissioner, will be no less than \$2,500.

In the event the value of the requested Work does not meet or exceed \$2,500, the City will pay the difference between said Work and \$2,500 to the Contractor in addition to the cost of the Work that was completed.

Emergency Work will be initiated by call and/or email from the Commissioner. After the notification, the Contractor will begin the Work as stated above. The Commissioner will then initiate a Purchase Order (PO) Release for the Work in no less than 3-business days from the Work being performed. The Contractor will be paid under an Allowance as set forth on line item 64 of the proposal pages – “Work not included in Contract line items but required to complete the job” of this Contract and will be provided a modified PO.

In addition, the Contractor must be equipped and available to Work at both O'Hare and Midway simultaneously.

5.17. Holidays

Holidays under this Contract for the purpose of overtime Work hours are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

5.18. Construction Requirements

Airside Concrete Maintenance and Repair

Non-emergency Work will be performed within no less than 48 hours from issuance of a PO in accordance with the requirements stated in the specific items of Work shown herein or at a time as determined by the Commissioner. When directed by the Commissioner, the Work will include Saturdays, Sundays, and/or legal holidays.

Reference to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (IDOT-SSRBC) within this section applies to the most current version of the IDOT-SSRBC, most current version of Supplemental Specifications and Recurring Special Provisions, and the Bureau of Design and Environment (BDE) Special Provisions, as applicable. All references to the “Department” shall mean “Commissioner”. All references to the “Engineer shall mean the “Commissioner's Representative.” Where applicable, these Specifications take precedence to the IDOT-SSRBC.

The Contractor may review the most current version of the IDOT-SSRBC at:

<http://www.idot.illinois.gov/doing-business/procurements/engineering-architectural-professional-services/consultants-resources/>

The Contractor will provide all necessary equipment, material, and labor to complete the repair Work and to restore the area to full operations as soon as possible. All Work will meet the requirement of these Specifications and be under the direction of the Commissioner.

All samples required for testing will be furnished by the Contractor and tested by an independent, certified laboratory chosen by the Contractor and approved by the Commissioner. The Contractor is required to provide samples so that the Commissioner can complete independent quality control testing of materials, gradations, beams, and other items associated with the Work. Samples will be as required and/or directed by the Commissioner of which the Contractor will prepare bag samples, beams, cylinders or other items associated with the Work and deliver to the City's laboratory. All testing is incidental to the applicable line item where testing is determined to be a requirement.

The Commissioner will review the Work area with the Contractor or provide a conceptual sketch of the Work area. The Contractor will be responsible for completion of Work meeting requirements outlined in this Specification and to the satisfaction of the Commissioner.

All turf/grass areas disturbed during Work under this Contract shall be restored, at a minimum, with four (4) inches of topsoil to grade to allow for the installation of sod or hydroseed by others. Restoration with 4" of topsoil will not be invoiced and is considered incidental to the applicable Line Item requiring restoration.

Short Term Closure Barricade Set-up

Due to the limited time available for Airfield closures and to maximize productivity, daily and or nightly closures of taxiways and runways will be set up using Airport Operations approved barricade spacing criteria. Taxiway and/or runway closures of less than 24-hours duration will be permitted to use "A" Frame barricades spaced every fifteen-feet (15'). As best practice, barricades should always be set up outside the Object Free Area (OFA) of operations pavement. However, this may not be possible for all taxiway closure locations. Therefore, in these situations barricade locations will be closely coordinated with airport Airfield Operations and will be placed as close to the OFA outside of operations pavement as possible and may be within the OFA itself. All barricades lighting is required to be 100% operational. Barricades are to be clean and all reflective material clearly visible.

Extended Closure Barricade Set-up

Taxiway and/or runway closures that exceed 24-hours duration will use a combination of "A" frame barricades and low-mass-low-profile barricades. "A" frame barricades will be spaced at 15' intervals with one low-mass-low-profile barricade between each of the "A" frames. One "A" frame is always to be placed on the centerline of the closed taxiway or runway evenly spaced every 15' out from center.

If directed by CDA Airfield Operations, barricade spacing may need to be adjusted to provide emergency access into the closed section of the pavement. Any gaps are to be located on the taxiway or runway edge line, never on the centerline. For extended closures, barricades must be filled with sand or water, and all barricades lighting is required to be 100% operational. Barricades are to be clean and all reflective material clearly visible. The placement of barricades for extended closures will be located at the OFA for any intersecting taxiways or runways. On taxiways where the proximity of adjacent open taxiways will not permit the barricades to be placed at the OFA, barricades will be placed as far out as possible in coordination with CDA Airfield Operations.

The Contractor will be required to review the City of Chicago Sustainable Airport Manual (SAM) at:

<https://www.flychicago.com/community/environment/sam/Pages/default.aspx>

Complete the checklist associated with 5.0 Materials and Resources in the SAM per callout.

All engineering layout, including but not limited to the Work limits, will be furnished by the Contractor at no additional cost to the City.

Removals of pavement and other miscellaneous items shall be per the Specifications or as directed by the Commissioner.

The Contractor will be given the best-known information regarding existing conditions. The Contractor will be required to perform any existing condition surveys to confirm such existing conditions. Areas disturbed, including utilities, pavements or other areas as a part of the repair and replacement Work, shall be restored

to existing conditions, as a minimum, by the Contractor at no additional cost to the City. Should the Contractor encounter any unforeseen condition, upon approval and direction from the Commissioner to proceed with Work, the Contractor will be paid under an Allowance as set forth on line item 64 of the proposal pages – “Work not included in Contract line items but required to complete the job” – of this Contract and will be provided a modified PO.

The Contractor must alleviate and prevent dust nuisance from construction operations within the Work limits. The Contractor must have a sufficient number of operating vacuum power sweepers and operators on the job site during Work operations at all times at no additional cost to the City.

During excavation for installation of Work items defined in this Contract, should the Contractor encounter material suspected to be of environmental concern, the Contractor must stop all related Work activities and immediately notify the Commissioner. The Commissioner will determine the classification of the material and direct the Contractor how to proceed. The Work required to address the encountered environmental issues may not be considered incidental to the applicable line items and may be paid under an appropriate unclassified excavation line item or the applicable Allowance line item as defined in this Specification.

5.19. Quality Control Program

The Contractor must establish, provide, and maintain an effective Quality Control Program (QCP) that details the methods and procedures that will be taken to assure that all materials and completed construction for all Work items included and as described in the Contract Documents, conform to the contract requirements whether manufactured by the Contractor or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein, the Contractor must assume full responsibility for accomplishing the stated QCP purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control prior to performing Work that will:

1. Adequately provide for the production of acceptable quality materials.
2. Provide sufficient information to assure both the Contractor and the Commissioner that the Specification requirements have been met.
3. Allow the Contractor as much latitude as possible to develop its own effective standard of quality control.

The Contractor must not begin any construction or production of materials to be incorporated into the Work until the QCP has been reviewed and accepted by the Commissioner.

The requirements for the Contractor's QCP contained in this section are in addition to and separate from the acceptance testing requirements stated in the technical Specifications. Acceptance testing requirements will be as specified in the individual technical Specifications.

5.19.1. Description of Program

General Description

This QCP will ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The QCP will be effective for control of all construction Work performed under this Contract and will specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section, and any other activities deemed necessary by the Contractor to establish an effective level of quality control over the product and Work.

Quality Control Program Description

The Contractor must describe the QCP in a written document which will be reviewed by the Commissioner prior to the start of any production, construction, or off-site fabrication. The written QCP will be submitted to the Commissioner for review within 15-days of Contract award.

The QCP will be organized to address, as a minimum, the following items:

- Quality control testing plan
- Documentation of quality control activities; and
- Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the QCP that it deems necessary to adequately control all production and construction processes required by this Contract.

5.19.2. Quality Control Organization

Technicians

Qualified technicians must be utilized for specific inspection and testing functions for different items of Work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned must be subject to the qualifications specified.

Payment will not be made for any materials installed without quality control inspection by the Contractor. In addition, the Commissioner may withhold or deny payment for an inspected item if in the Commissioner's opinion the Contractor's QCP is not functioning as required by the specifications.

The quality control organization will consist of the following minimum personnel:

Quality Control Technicians

A sufficient number of quality control technicians necessary to adequately implement the QCP must be provided. These personnel will be engineers, engineering technicians or experienced craftsman with qualifications in the appropriate field.

The quality control technicians will report directly to the Responsible Quality Representative and will perform all quality control tests as required by the technical specifications

Staffing Levels

The Contractor must provide qualified quality control staff to monitor each Work activity to meet the minimum test requirements of the specifications.

5.19.3. Quality Control Testing Plan

As a part of the overall Quality Control Program, the Contractor must implement a quality control testing plan as required by the technical specifications. The testing plan will include the minimum tests and test frequencies required by each technical specification item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and construction processes.

The Contractor testing plan may be in a spreadsheet fashion and will, as a minimum, include the following:

- Specification item number
- Item description (e.g., PCC Pavements)
- Test type (e.g., gradation, grade, air, slump, temp, etc.)
- Test standard (e.g., ASTM or AASHTO test number, as applicable)
- Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated; or when materials substantially change as determined by the Commissioner)
- Responsibility (e.g., plant technician); and
- Control requirements (e.g., target, permissible deviations)

The testing plan will contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Commissioner will be provided access to witness all quality control sampling and testing.

All quality control test results must be documented by the Contractor as specified.

Documentation

The Contractor must maintain current quality control records of all tests performed under the Quality Control Program. These records must include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved, results of tests, nature of defects, deviations, causes for rejection, etc.; proposed remedial action and corrective actions taken as necessary.

These records must cover both conforming and defective or deficient features and must include a statement that all supplies and materials incorporated in the Work are in full compliance with the Contract Documents. Legible copies of these records must be furnished to the Commissioner daily and prior to the next day's production where applicable. The records must cover all Work performed subsequent to the previously furnished records and must be verified and signed by the Contractor's qualified quality control representative.

Specific Contractor quality control records required for the Contract must include, but are not limited to:

- Test Reports
- Technical specification item number and description
- Test designation
- Location
- Date and time of test
- Control requirements
- Test results
- Causes for rejection
- Recommended remedial actions; and
- Retests

When applicable and required by the technical specifications, the Contractor must maintain statistical quality control charts for individual quality control tests. The requirements for corrective action will be linked to the control charts.

Corrective Action Requirements

The QCP will indicate the appropriate action to be taken when a process is deemed or believed to be out of control (out of tolerance), and must detail what action(s) will be taken to bring the process/processes into control. The requirements for corrective action will include both general requirements for operation of the QCP as a whole, and for individual items of Work contained in the technical specifications.

The QCP will detail how the results of quality control inspections and tests will be used for determining the need for corrective action and will contain clear sets of rules to gauge when a process is out of control and the type of corrective action necessary to regain process control.

When applicable or required by the technical specifications, the Contractor must establish and utilize statistical quality control charts for individual quality control tests.

Surveillance by the Commissioner

All items of material and equipment will be subject to surveillance by the Commissioner at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment, and Work in place will be subject to surveillance by the Commissioner for the same purpose.

Surveillance by the Commissioner does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor Work, subcontractors, producers, manufacturers or shippers.

Any testing performed by the Commissioner and deemed by the Contractor to be improperly performed will be noted. In addition, a written document by the Contractor will be submitted indicating the deviation noted. Testing procedures will be considered accurate and correct when these procedures are followed.

Any testing performed by the Contractor and deemed by the Contractor to be improperly performed or not meeting the requirements of the project specifications must be noted by the Contractor on their daily reports.

Performed testing and testing for irregularities will not be measured for payment and will be considered incidental to this Contract.

No videotaping or recording of QA or QC personnel will be permitted unless written permission is given by both parties.

Non-Compliance

The Commissioner will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor must, after receipt of such notice, immediately take corrective action.

Any notice, when delivered by the Commissioner or its authorized representative to the Contractor or its authorized representative at the site of the Work, must be considered sufficient notice.

In cases where quality control activities do not comply with either the Contractor's QCP or the Contract provisions or where the Contractor fails to properly operate and maintain an effective QCP as determined by the Commissioner, the Commissioner may:

1. Order the Contractor in writing to replace ineffective or unqualified quality control personnel or subcontractors within 24-hours after receipt of such order.
2. Order the Contractor to stop operations until appropriate corrective actions are taken.
3. Withhold payments in the event of Contractor failure to take corrective actions within the specified time.

The Contractor is required to address and assist in the resolution as needed or as requested by the Commissioner.

5.19.4. Method of Measurement

The Contractor's QCP will not be measured for payment and will be considered incidental to the overall total Contract price.

5.19.5. Basis of Payment

The preparation of a QCP and its implementation, including any corrective measures that may be required to be carried out by the Contractor to bring items of Work into compliance with the requirements of the QCP and the technical specifications will not be paid for separately and will be considered incidental to the Work performed under this Contract.

5.20. Guarantee

The Contractor hereby warrants that all Work performed and materials furnished under this Contract are guaranteed against defective materials and workmanship, improper performance, and non-compliance with the Contract Documents for a period of one (1) year after date of acceptance by the Commissioner.

5.21. Full Depth Bituminous/PCC Pavement Removal, Full Depth PPC Placement, and Installation of High Early Strength PCC – Lines 1-5

5.21.1. Description

These items of Work will consist of the full depth removal of bituminous and PCC pavements, installation of full depth PCC pavement, and installation of high early strength PCC pavements, including all reinforcement, as directed by the Commissioner. In general, construction requirements shall meet

the requirements of the most recent version of the IDOT-SSRBC and any supplemental versions or revisions.

5.21.2. Pavement Removal

Full-depth saw cut will be required for the entire perimeter of the pavement removal areas with no exceptions permitted; construction, contraction, and longitudinal joints included. All keyways will be eliminated by saw cutting the male key and mortaring in the female key. The entire slab will be removed in sections by the saw-and-lift method using care to avoid damaging the underlying base material, unless otherwise approved by the Commissioner. Base material will be properly replaced, and all reinforcement removed will be replaced in kind as determined by the Commissioner.

5.21.3. Materials

Reactive Aggregate Screening with and Without Deicer Soak Solution: The Contractor must determine if the aggregates are deleteriously reactive with alkalis in accordance with ASTM C 1260; (1) without deicer soak solution; and (2) using a 50% potassium acetate soak solution. The aggregate used for the coarse fraction and the aggregate used for the fine fraction must be evaluated independently for both screenings, as required by ASTM C 1260. Test results that have a measured expansion equal to or greater than 0.10% at 28-days (30-days from casting) indicates an aggregate that is reactive. The results of testing must be submitted to the Commissioner.

Reactive Aggregate Mitigation: When testing indicates that the aggregates are reactive, the Contractor must establish a reactive aggregate mitigation plan. The mitigation plan may include testing a combination of proportioned materials and/or incorporating supplementary cementitious materials (SCMs) or combinations thereof.

The mitigated concrete mixture using the combined concrete materials in the proportions to be used must be tested in accordance with ASTM C 1567. The test samples must not exhibit expansion in excess of the limits prescribed in the procedures. The results of testing must be submitted to the Commissioner.

Fine Aggregate: Fine aggregate for concrete must conform to the requirements of Article 1003.02 of the IDOT-SSRBC latest edition; except, as revised herein. The washed sand for PCC pavement must be gradation FA-2 or FA-20. All fine aggregates must be supplied from a source certified per the Aggregate Gradations Control System (AGCS) by the IDOT Bureau of Materials and Physical Research. Certifications must be submitted to the Commissioner.

Coarse Aggregate: Coarse aggregate must be crushed limestone and conform to the requirements of Article 1004.02 of the IDOT-SSRBC latest edition; except as revised herein. Sizes for blending must be Gradation CA-7 and CA-16. Coarse aggregate must meet the IDOT Freeze-Thaw modified Procedure B, ASTM C 666, and exhibit less than 0.025 expansion on all sample tests. All coarse aggregates must be supplied from a source certified per the AGCS by the IDOT Bureau of Materials and Physical Research. Certification must be submitted to the Commissioner.

The percentage of wear must be no more than 40% when tested in accordance with ASTM C 131.

Copies of certified independent test results, not more than 30-days old, must be submitted prior to production for approval. If a new ledge/area of the quarry is mined and crushed in the course of the Work duration, new certified independent test results, not more than 30-days old, must be obtained and submitted for approval.

Combined Aggregate Gradation Evaluation of the Proposed Aggregates: The Contractor must combine the aggregates in the proportions proposed for the concrete mixture and evaluate on the following sieve sizes: 2-inch, 1-1/2 - inch, 1-inch, 3/4-inch, 1/2-inch, 3/8-inch; No. 4, No. 8, No. 16, No. 30, No. 50, and No. 100.

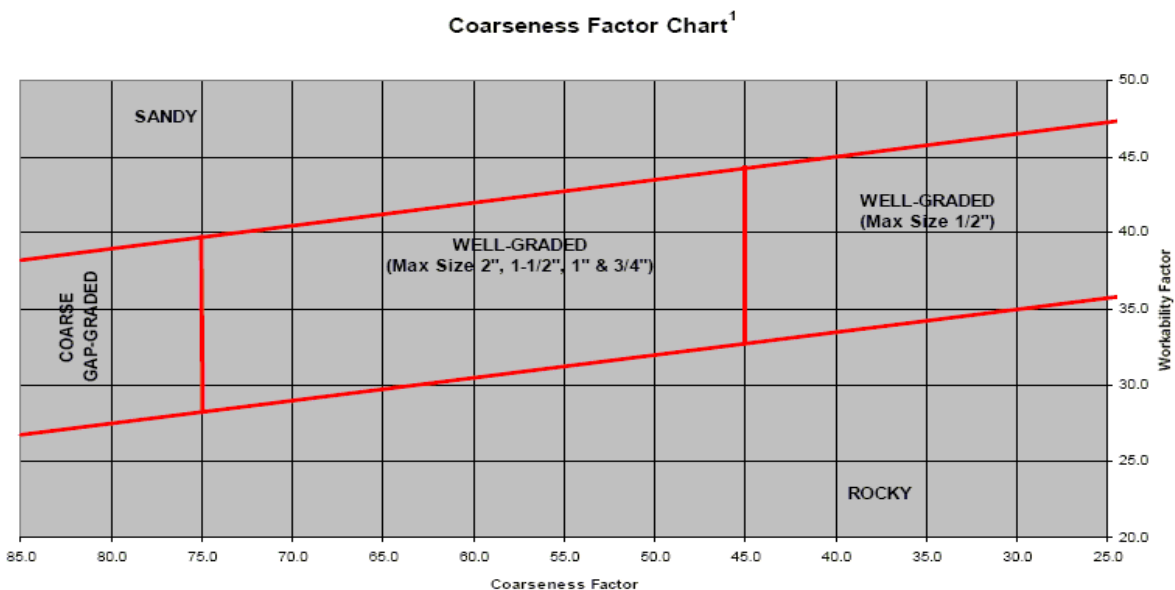
The Contractor must determine the Workability Factor (WF) and the Coarseness Factor (CF).

1. The WF is the percentage of the combined aggregate by weight finer than the No. 8 sieve.
2. The CF is the cumulative percent of material by weight retained on the 3/8-inch sieve divided by the cumulative percent by weight of all the aggregate retained on the No. 8 sieve and multiplying by 100.

The aggregates, as proportioned, will be deemed to have met the requirements of a combined aggregate gradation when the following criterion is met:

- The WF and CF will be within the parallelogram ABCD of the Aggregate Constructability Chart (Figure 1). The combined aggregates, as proportioned, will be rejected if the combined aggregate gradation is not met.

Figure 1



Point A: CF = 75; WF = 40;

Point B: CF = 75; WF = 28

Point C: CF = 45; WF = 32.5;

Point D: CF = 45; WF = 44.5

5.21.4. Cement

Cement must conform to the requirements of ASTM C 150 Type I.

If for any reason cement becomes partially set or contains lumps of caked cement, it will be rejected. Cement salvaged from discarded or used bags must not be used.

5.21.5. Cementitious Materials – Fly Ash/Blast Furnace Slag Cement

Fly ash must meet the requirements of ASTM C 618, with the exception of loss on ignition, where the maximum must be less than 6%.

Fly ash for use in mitigating alkali-silica reactivity must have a Calcium Oxide (CaO) content of less than 13% and total available alkali content less than 3% per ASTM C 311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive is not acceptable. The Contractor must furnish the previous three most recent consecutive ASTM C 618 reports for each source of fly ash proposed in the mix design and must furnish each additional report as they become available.

during the project. The reports can be used for acceptance or the material may be tested independently by the Commissioner.

Ground Granulated Blast Furnace (GGBF) slag cement may be permitted at the Contractor's option. GGBF slag must conform to ASTM C 989, Grade 100 or 120. GGBF must be used only at a rate between 25% and 40% of the total cementitious material by mass.

Ultrafine Fly Ash (UFFA) must conform to ASTM C 618 Class F or N, and its strength activity index at 28 days of age must be at least 95% of the control specimens and its average particle size must not exceed 6 microns.

5.21.6. Pre-molded Joint Filler

Pre-molded joint filler for expansion joints must conform to the requirements of Article 1051.09 or 1051.10 of the IDOT-SSRBC latest edition and ASTM D1752, and must be punched to admit the dowels where called for on the applicable drawings. The filler for each joint must be furnished in a single piece for the full depth and width required for the joint unless otherwise specified by the Commissioner. When the use of more than one piece is authorized for a joint the abutting ends must be fastened securely and held accurately to shape by stapling or other positive fastening means satisfactory to the Commissioner.

5.21.7. Joint Sealer

The joint sealer for the joints in the concrete pavement must meet the requirements of Exhibit 3 of this Specification and must be of the type(s) specified in any applicable Detailed Drawings.

5.21.8. Dowel Bars and Tie Bars

Dowel bars must be plain steel bars conforming to ASTM A 615, Grade 60 and must be free from burring or other deformation restricting slippage in the concrete. Dowel bars must be epoxy coated according to the requirements of ASTM A 1078. Dowel bars must be mounted in approved assemblies.

The dowels must be coated with a bond-breaker as recommended by the manufacturer. Dowel sleeves or inserts are not permitted. Grout retention rings must be fully circular metal or plastic devices capable of supporting the dowel until the grout hardens.

Tie bars must be deformed steel bars and conform to the requirements of ASTM A 615. Tie bars designated as Grade 60 in ASTM A 615 or ASTM A 706 can be used for construction requiring bent bars.

5.21.9. Expansion Sleeve Caps

Where required, the sleeve caps for dowel bars used in expansion joints must be made of non-corrosive material and designed to cover 2" - 3" of the dowel ends. They must have a closed end and a suitable stop to hold the end of the dowel bar at least 1" from the closed end of the sleeve. Sleeve caps must be of such design that they will not collapse during construction.

5.21.10. Steel Reinforcement

Reinforcing must consist of welded steel wire fabric conforming to the requirements of ASTM A 185. Welded wire fabric will be furnished in flat sheets only.

5.21.11. Continuously Reinforced Pavement

Where continuously reinforced concrete is encountered, and rebar is required in the installation, the rebar will be paid under an Allowance as set forth on line item 64 of the proposal pages – "Work not included in Contract line items but required to complete the job" of this Contract and the Contractor will be provided a modified PO.

5.21.12. Water

Water used in mixing or curing must be as clean and free of oil, salt, acid, alkali, sugar, vegetable or other substances injurious to the finished product. Water must be tested in accordance with the requirements of ASTM C 1602 or AASHTO T 26 as applicable. Water confirmed to be of potable quality may be used without testing.

5.21.13. Curing and Sealing

Curing and sealing compound must be a liquid membrane-forming compound for curing concrete conforming to the requirements of ASTM C 309 Type 2, Class A or Class B.

White polyethylene film or white burlap-polyethylene sheeting for curing concrete must conform to ASTM C 171.

5.21.14. Admixtures

The use of any material added to the concrete mix must be acceptable to the Commissioner. The Contractor must submit certificates indicating that the material to be furnished meets all of the requirements indicated herein. In addition, the Commissioner may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the Commissioner from the supply of materials being furnished or proposed for use on the Work to determine whether the admixture is uniform in quality with that approved.

Air-Entraining Admixtures: Air-entraining admixtures must meet the requirements of ASTM C 260 and must consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any chemical admixtures must be compatible.

Chemical Admixtures: Water-reducing, set retarding, and set-accelerating admixtures must meet the requirements of ASTM C 494, including the flexural strength test.

5.21.15. Epoxy-Resin

Epoxy-resin used to anchor dowels and tie bars in pavements must be two-component materials conforming to the requirements of ASTM C 881 (class as appropriate) for each application temperature to be encountered, except that in addition, the materials must meet the following requirements:

1. Material for use for embedding dowels and anchor bolts must be Type IV, Grade 3 or as approved.
2. Material for use as patching materials for complete filling of spalls and other voids and for use in preparing epoxy resin mortar must be Type III, Grade 2 or as approved.
3. Material for use for injecting cracks must be Type IV, Grade 1 or as approved.
4. Material for bonding freshly mixed PCC or mortar as freshly mixed epoxy resin concrete or mortar to hardened concrete must be Type V, Grade 1 or as approved.

5.21.16. Bond Breaker

A bond breaker must be placed between the bituminous concrete base course and the PCC pavement. The bond breaker may consist of 1 layer of polyethylene having a thickness of 6-mil and conforming to ASTM D 2103. The bond breaker must be laid with laps of 2'. Laps will not be permitted at concrete joint lines. All laps must be secured with 4" wide tape as recommended by the manufacturer and as approved by the Commissioner. The method of the tie-down must be approved by the Commissioner. The bond breaker may also be an alternative material and method as proposed by the Contractor, but fully subject to approval of the Commissioner.

5.21.17. Material Acceptance

Prior to use of materials, the Contractor must submit certified test reports to the Commissioner for those materials proposed for use during Work. The certification must show the appropriate ASTM test(s) for each material, the test results, and a statement that the material passed or failed.

The Commissioner may request samples for testing prior to and during production to verify the quality of the materials and to ensure conformance with the applicable specifications.

5.21.18. Mix Design Proportions

Concrete must be designed to achieve a 28-day flexural strength of 625 psi. The mix must be designed using the procedures contained in Chapter 7 of the Portland Cement Association's (PCA) manual, "Design and Control of Concrete Mixtures", latest revision. The Contractor must utilize a laboratory that will meet the requirements specified in these Specifications to develop the mix design. Mix designs provided for each plant by concrete suppliers must be retested and verified by the approved laboratory. Separate mix designs must be submitted for side (fixed) form and slip-form concrete as well as for regular/hot weather and winter/cold weather concrete that will address the particular/peculiar requirements of each application, including distance and travel time from the designated batch plants.

The Contractor must ensure the concrete produced meets or exceeds the acceptance criteria for the specified strength and that the mix design average strength is higher than the specified strength. The amount of over design necessary to meet specification requirements depends on the producer's standard deviation of flexural test results and the accuracy which that value can be estimated from historic data for the same or similar materials.

The cementitious material (cement plus fly ash) content must not be less than 517 lbs. per cubic yard for central mixed concrete. The ratio of water to cementitious material must be in the range of 0.38 to 0.45 by weight.

Prior to the start of paving operations and after approval of all material to be used in the concrete, the Contractor must submit a mix design or designs showing the proportions and flexural strength obtained from the concrete at 7 and 28-days. The mix design must include copies of test reports, including test dates; a complete list of materials including type, brand, source; and the amount of cement, fly ash, coarse aggregate, fine aggregate, WF, CF, water, and admixtures. The fineness modulus of the fine aggregate and the air content must also be shown. The mix design will be submitted to the Commissioner at least 21-days prior to the start of Work. Production must not begin until the mix design has been approved in writing by the Commissioner.

Should a change in sources be made or admixtures added or deleted from the mix, a new mix design must be submitted to the Commissioner for approval.

Flexural strength test specimens must be prepared in accordance with ASTM C 192 and tested in accordance with ASTM C 78. The mix determined must be workable concrete having a slump for side-form concrete between 2" and 4" as determined by ASTM C 143.

The results of the mix design shall include a statement giving the maximum nominal coarse aggregate size and the weights and volumes of each ingredient proportioned on a 1 cubic yard basis. Aggregate quantities shall be based on the mass in the saturated surface dry conditions. The recommended mixture proportions shall be accompanied by test results demonstrating that the proportions selected will produce concrete of the qualities indicated. Trial mixtures having proportions, slumps, and air content suitable for the Work shall be based on methodology described in PCA's "Design and Control of Concrete Mixtures", modified as necessary to accommodate flexural strength.

The submitted mix design shall be stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

1. Coarse, fine, and combined aggregate gradations and plots including fineness modulus of the fine aggregate.
2. Reactivity test results.
3. Coarse aggregate quality test results, including deleterious materials.
4. Fine aggregate quality test results, including deleterious materials.
5. Mill certificates for cement and supplemental cementitious materials.
6. Certified test results for all admixtures, including Lithium Nitrate if applicable.

7. Specified flexural strength, slump, and air content.
8. Recommended proportions/volumes for proposed mixture and trial water-cementitious materials ratio, including actual slump and air content.
9. Flexural and compressive strength summaries and plots, including all individual beam and cylinder breaks.
10. Correlation ratios for acceptance testing and Contractor Quality Control testing, when applicable.
11. Historical record of test results documenting production standard deviation, when applicable.

Cementitious Materials

Fly ash, a cementitious material may be used in the mix design. When fly ash is used as a partial replacement for cement, the replacement rate must be determined from laboratory trial mixes, but will not exceed 25% by weight of the total cementitious material.

Slag Cement (GGBF) may be used in the mix design. The slag cement may constitute between 25% and 40% of the total cementitious material by weight. If slag cement plus fly ash is used, the combination of the slag cement and fly ash may constitute between 25% and 40% of the total cementitious material by weight. Additionally, the portion of the material that is fly ash must not exceed 10% of the total cementitious material.

If the concrete is to be used for slip forming operations and the air temperature is expected to be lower than 55° F, the percent slag cement must not exceed 30% by weight.

Ultrafine fly ash (UFFA) may be used in the mix design with the Commissioner's approval. When UFFA is used as a partial replacement for cement, the replacement rate shall be determined from laboratory trial mixes and must be between 7% and 16% of the total cementitious material.

Air-Entraining

Air-entraining admixture must be added in such a manner that will insure uniform distribution of the agent throughout the batch. The air content of freshly mix air-entrained concrete must be based upon trial mixes with the materials to be used in the Work adjusted to produce concrete of the required plasticity and workability. The percentage of air in the mix will be 6% (+/- 1.0%). Air content must be determined by testing in accordance with ASTM C 231 for gravel and stone coarse aggregate and ASTM C 173 for slag and other highly porous coarse aggregate.

Chemical

Water-reducing, set-controlling, and other approved admixtures must be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the specification requirements. Tests of trial mixes with the materials to be used in the Work must be performed in accordance with ASTM C 494.

Mix Design – High Early Strength PCC

High early strength PCC will conform to normal strength concrete except that the mix design will be adjusted to provide a flexural strength of 550 lbs. /in² within 8-hours. The Contractor will submit mix designs to the Commissioner for approval at least 10-working days prior to concrete placement, and will be compensated per line item 3 at a per cubic yard mix design flexure strength surcharge.

Testing Laboratory

The Contractor's testing laboratory used to develop the mix design must meet the requirements of ASTM C 1077 that relate to the minimum technical requirements for laboratory equipment and procedures utilized in testing concrete and concrete aggregates for use in construction and be accredited by the IDOT and AASHTO (CCRL) for concrete testing. The laboratory accreditation must include ASTM C 78. A certification that it meets these requirements must be submitted to the Commissioner prior to the start of mix design and must contain as a minimum:

- Qualifications of personnel; laboratory manager, supervising technician, and testing technicians
- A statement that the equipment used in developing the mix design is in calibration
- A statement that each test specified in developing the mix design is offered in the scope of the laboratory's services; and
- A copy of the laboratory's Quality Control Program

5.21.19. Construction Methods

Equipment

All equipment necessary and required for the full depth PCC pavement removal, full depth PCC pavement placement, and placement of high early strength PCC; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

Concrete Batch Plant (CBP) and Equipment

The CBP, mixers, and equipment must conform to the requirements of ASTM C 94. CBPs must be designed and operated to produce concrete within the specified tolerances and must conform to the requirements of the National Ready Mixed Concrete Association (NRMCA) QC3 Document, or the IDOT certification for CBPs. The CBP must have a current NRMCA QC3 certification signed by a Professional Engineer (PE) or an IDOT certification. Documentation to validate that the CBP has been inspected must be submitted to the Commissioner.

General

Concrete may be mixed at the CBP or in truck mixers. Each mixer must have attached in a prominent place a manufacturer's nameplate showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades.

The mixers must be examined daily for changes in condition due to accumulation of hard concrete or mortar or wear of blades. The pickup and throw over blades must be replaced when they have worn down $\frac{3}{4}$ " or more. The Contractor must maintain a copy of the manufacturer's design showing dimensions and arrangements of blades in reference to original height and depth.

Truck Mixers and Truck Agitators

Truck mixers used for mixing and hauling concrete and truck agitators used for hauling CBP-mixed concrete must conform to the requirements of ASTM C 94.

Finishing Equipment

The standard method of constructing PCC pavements must be with approved paving equipment designed and operated to spread, consolidate, screed, and float-finish the freshly placed concrete in one complete pass of the machine so that the end result is a dense and homogeneous pavement which is achieved with minimal hand finishing.

Vibrators

A sufficient number of hand held vibrators meeting the recommended guidelines of the American Concrete Institute (ACI) 309R-05 must be employed.

Concrete Saws

The Contractor must provide sawing equipment adequate in number of units and power to complete sawing to the required dimensions. The Contractor must provide at least one standby saw in good working order and a supply of saw blades at the Work site at all times during sawing operations.

Side Forms

Straight side forms must be made of steel and must be furnished in sections not less than 10' in length. Forms must have a depth equal to the pavement thickness at the edge. Flexible or curved forms of proper radius must be used for curves of 100' radius or less. Forms must be provided with adequate devices for secure settings so that when in place they will withstand, without visible spring or

settlement, the impact and vibration of the consolidating and finishing equipment. Forms with battered top surfaces and bent, twisted or broken forms will not be used. Built-up forms will not be used, except as approved by the Commissioner. The top face of the form must not vary from a true plane more than 1/8" in 10' and the upstanding leg will not vary more than 1/4". The forms must contain provisions for locking the ends of abutting sections together tightly for secure setting. Wood forms may be used under special conditions when acceptable to the Commissioner.

Form Setting

Forms must be set sufficiently in advance of concrete placement to insure continuous paving operations. After the forms have been set to correct grade, the underlying surface must be thoroughly tamped, either mechanically or by hand, at both the inside and outside edges of the base of the forms. Forms must be staked into place sufficiently to maintain the form in position for the method of PCC placement. Form sections must be tightly locked and must be free from play or movement in any direction. The forms will not deviate from true line by more than 1/8" at any joint. Forms must be set so they will withstand, without visible spring or settlement, the impact or vibration of the consolidating and finishing equipment. Forms must be cleaned and oiled prior to the placing of concrete.

The alignment and grade elevations of the forms must be checked and corrections made by the Contractor immediately before placing the concrete.

Conditioning of Underlying Surface, Side Form and Fill-In Lane Construction

The prepared underlying surface must be moistened with water without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from the concrete. Damage caused by hauling or usage of other equipment must be corrected and retested at the discretion of the Commissioner. If damage occurs to a stabilized sub-base, it must be corrected full depth by the Contractor. All excess material must be removed and properly disposed. Low areas must be filled and compacted to a condition similar to that of the surrounding grade. The underlying surface must be protected so that it will be entirely free from frost when the concrete is placed. The use of chemicals to eliminate frost in the underlying surface will not be permitted.

After the underlying asphaltic concrete base course has been placed and compacted to the required density, it must be verified for grade and tolerance by the Contractor's surveyor within +/- 1/4" using a 16' straightedge and survey shots.

Records of actual survey elevations must be promptly submitted to the Commissioner. All areas that are out of tolerance must be corrected by the Contractor and re-verified for grade tolerance and density, and verification data must be submitted to the Commissioner prior to placing pavement.

The Contractor's surveyor must provide an alignment and a grade stake at each side of the pavement pass.

CBP Materials

At the CBP, layout, equipment, and provisions for transporting material must assure a continuous supply of material to the Work site. Stockpiles must be constructed in such a manner that prevents segregation and intermixing of deleterious materials.

Aggregates that have become segregated or mixed with earth or foreign material must not be used. All aggregates produced or handled by hydraulic methods, and washed aggregates, must be stockpiled or binned for draining at least 12-hours before being batched. Rail shipments requiring more than 12-hours will be accepted as adequate binning only if the car bodies permit free drainage.

CBPs must be equipped to proportion aggregates and bulk cement by weight automatically using interlocked proportioning devices of an approved type. When bulk cement is used, the Contractor must use a suitable method of handling the cement from weighing hopper to transporting container or into the batch itself for transportation to the mixer, such as a chute, boot or other approved device to prevent loss of cement. The device must be arranged to provide positive assurance that the cement content specified is present in each batch.

Mixing and Hauling Concrete

The concrete may be mixed at the CBP, Work site or in truck mixers. The mixer must be of an approved type and capacity. All concrete must be mixed and delivered to the site in accordance with the requirements of ASTM C 94. Mixed concrete from the CBP may be transported in truck mixers, truck agitators or non-agitating trucks.

Haul time is defined as the elapsed time from the addition of cementitious material to the mix until the paving equipment has passed over and deposited the concrete in place at the Work site. Haul time must not exceed 90-minutes.

Re-tempering concrete by adding water or by other means will not be permitted, except when concrete is delivered in transit mixers. With transit mixers, additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements; provided the addition of water is performed within 45-minutes after the initial mixing operations, and provided the water/cementitious ratio specified in the mix design is not exceeded.

Re-tempering may be acceptable during hot weather paving when the concrete temperature is greater than 85° F or when the moisture evaporation rate at the concrete surface is greater than 0.20 lb./sq. ft./hr. or greater than 0.10 lb./sq. ft./hr. for concrete mixture containing Supplementary Cementitious Materials (SCMs), as noted in the ACI moisture evaporation rate chart.

Production Paving Adjustments to the Concrete Mixture Proportions

Production paving concrete mixture proportions must be adjusted to achieve uniformity in the properties of fresh concrete, to maintain concrete workability, and to provide the specified properties for the fresh and in place concrete.

Field adjustments to the approved concrete mixture as established by the Contractor's QC laboratory testing are permitted without requiring a new submittal for the concrete mixture proportions as follows:

1. Individual aggregate proportions may be adjusted as necessary and approved by the Commissioner.
2. As necessary, cementitious materials may be increased by up to 10% by weight of the approved mixture proportions. Cementitious material content must not be reduced from the approved mixture proportions.
3. As necessary, cement may be replaced with the approved SCM in an amount not to exceed 10% of the original SCM mass. When applicable, the Contractor's mitigation plan for reactive aggregates must be re-evaluated.
4. As necessary, any SCM may be approved with the approved cement. When applicable, the Contractor's mitigation plan for reactive aggregation must be re-evaluated.
5. Quantities of admixtures may be adjusted in accordance with the manufacturer's recommendations.
6. Field adjustment for water is permitted provided that the water-cementitious materials ratio does not exceed the ratio for the approved concrete mixture and is not less than that listed herein.
7. For truck mixed concrete, additional water may be added only once to adjust the workability of concrete, provided the approved water-to-cementitious materials ratio is not exceeded. The maximum amount to be added must be adjusted based upon the volume of concrete already discharged. The drum or blades must be turned a minimum of 30 additional revolutions at mixing speed after water addition.

Water addition to the concrete by spraying in front of and/or behind the paving equipment is not allowed.

Limitations on Mixing and Placing

No concrete will be mixed, placed or finished when natural daylight is insufficient, unless an adequate and approved artificial lighting system is provided.

Cold Weather

Unless authorized in writing by the Commissioner, and a cold weather paving plan is submitted 21-days prior to mixing and concreting operations, operations must be discontinued when air temperature in the shade and away from artificial heat reaches 40°F and must not be resumed until air temperature in the shade and away from artificial heat reaches 35°F. The cold weather plan must incorporate recommendations of ACI 306 – Cold Weather Concreting.

The Contractor must submit a request in writing to the Commissioner that the temperature requirements be waived in event that cold weather paving is necessary.

In addition, a cold weather paving plan must be submitted in advance to address all procedural changes to be employed to ensure that all Work will meet the required acceptance criteria. The Contractor must submit a detailed plan on means and methods to be utilized to meet the requirements of this section.

The aggregate must be free of ice, snow, and frozen lumps before entering the mixer. The temperature of the mixed concrete must not be less than 50° F at the time of placement. Concrete must not be placed on frozen material; frozen aggregates will NOT be used in the concrete mix.

When paving is authorized during cold weather, water and/or the aggregates may be heated to not more than 150°F. The apparatus used must heat the mass uniformly and must be arranged to preclude the possible occurrence of overheated areas which might be detrimental to the finished materials.

Hot Weather

During periods of hot weather, when the daily air temperature exceeds 85° F, a hot weather paving plan that incorporates the following precautions must be submitted 21-days before any concrete being placed in hot weather. The hot weather paving plan must incorporate applicable recommendations of ACI 305 - Hot Weather Concreting and other industry accepted procedures to mitigate any detrimental results from hot weather concrete placement.

The concrete must be placed at the coolest temperature practicable, and in no case, will the temperature of the concrete placed exceed 90° F. The aggregates and/or mixing water must be cooled as necessary to maintain the concrete temperature at or not more than the specified maximum.

The finished surfaces of the newly laid pavement must be kept damp by applying a water-fog or mist with approved spraying equipment until the pavement is covered by the curing medium. If necessary, wind screens must be provided to protect the concrete from evaporation rates in excess of 0.2 psf. per hour as determined in accordance with Figure 2.1.5 in ACI 305R, Hot Weather Concreting, which takes into consideration relative humidity, wind velocity, and air temperature.

When conditions are such that problems with plastic cracking can be expected, and particularly if any plastic cracking begins to occur, the Contractor must immediately take such additional measures as necessary to protect the concrete surface. Such measures may consist of wind screens, more effective fog sprays, and similar measures commencing immediately behind the paver. If these measures are not effective in preventing plastic cracking, paving operations must cease immediately.

Prior to the start of paving operation for each day of paving, the Contractor must provide the Commissioner with a Temperature Management Program for the concrete to be placed to assure that uncontrolled cracking is avoided. As a minimum, the program must address the following:

- Anticipated tensile strains in the fresh concrete as related to heating and cooling of the concrete material
- Anticipated weather conditions such as ambient temperatures, wind velocity, and relative humidity

- Anticipated evaporation rate using Figure 11-8, PCA Design and Control of Concrete Mixtures
- Anticipated timing of initial sawing of joint; and
- Anticipated number and type of saws to be used

Placing Concrete

At any point in concrete conveyance, the free vertical drop of the concrete from one point to another must not exceed 3'. The finished concrete product must be dense and homogeneous, without segregation and conforming to the standards of this Specification.

All concrete must be consolidated without voids or segregation, including under and around all load-transfer devices, joint assembly units, and other features embedded in the pavement.

Hauling equipment or other mechanical equipment can be permitted on adjoining previously constructed pavement when the concrete strength reaches a flexural strength of 550 psi, based on the average of four field cured specimens. In addition to achieving a flexural strength of 550 psi, hauling equipment or any other traffic must remain off the pavement until the joints are sawed and sealed or temporary backer rod is placed in all joints in accordance with the Specifications herein.

The Contractor must have available materials for the protection of the concrete during inclement weather. Such protective material may consist of rolled polyethylene sheeting at least 4-mil thick of sufficient length and width to cover the plastic concrete slab and edges. The sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations must stop and all available personnel must begin covering the surface of the unhardened concrete with the protective covering.

Side Form Method

Side form sections must be straight, free from warps, bends, indentations or other defects. Defective forms must be removed from the Work. Metal side forms must be used except at end closures and transverse construction joints where straight forms of other suitable material may be used. Side forms may be built up by rigidly attaching a section to either top or bottom of metal forms. If such build-up is attached to the top of metal forms, the build-up must also be metal. Width of the base of all forms must be equal to or greater than the specified pavement thickness.

Side forms must be of sufficient rigidity, both in the form and in the interlocking connection with adjoining forms, that springing will not occur under the weight of subgrade and paving equipment or from the pressure of the concrete. Before placing side forms, the underlying material must be at the proper grade. Side forms shall have full bearing upon the foundation throughout their length and width of base and must be placed to the required grade and alignment of the finished pavement. They must be firmly supported during the entire operation of placing, compacting, and finishing the pavement.

Forms must be drilled in advance of being placed to line and grade to accommodate tie bars where they are specified. Side forms must be thoroughly cleaned and oiled each time they are used and before concrete is placed against them. Immediately in advance of placing concrete, and after all sub-base operations are completed, side forms must be trued and maintained to the required line and grade to prevent delay in placing.

Concrete must be spread, shaped, and consolidated by one or more self-propelled machines. These machines must uniformly distribute and consolidate without segregation so that the completed pavement will conform to the required cross-section with a minimum of handwork. The number and capacity of machines furnished must be adequate to perform the Work required at a rate equal to that of concrete delivery.

For the side form method, the concrete must be deposited on the moistened grade to require as little re-handling as possible. Unless truck mixers, truck agitators or non-agitating hauling equipment are equipped with means for discharge of concrete without segregation of the materials, the concrete must

be placed and spread using an approved mechanical spreading device that prevents segregation of the materials. Placement must be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading must be done with shovels--not rakes. Concrete must be deposited as near to expansion and contraction joints as possible without disturbing them, but must not be dumped from the discharge bucket or hopper onto a joint assembly unless the hopper is centered above the joint assembly.

Concrete for the full paving width must be effectively consolidated by vibrators without causing segregation. Vibrators rate of vibration must conform to the Specifications herein. Amplitude of vibration must be sufficient to be perceptible on the surface of the concrete more 1' from the vibrating element. The Contractor must furnish a tachometer or other suitable device for measuring and indicating frequency of vibration. The provisions relating to the frequency and amplitude of internal vibration will be considered the minimum requirements and are intended to ensure adequate density in the hardened concrete.

Concrete must be thoroughly consolidated against and along the faces of all forms and previously placed concrete and along the full length and on both sides of all joint assemblies by means of vibrators inserted in the concrete. Vibrators will not be permitted to come in contact with a joint assembly, the grade, or a side form. In no case will the vibrator be operated longer than 20 seconds in any one location nor will the vibrators be used to move the concrete.

Side forms must remain in place at least 12-hours after the concrete has been placed and in all cases until the edge of the pavement no longer requires the protection of the forms. Curing compound must be applied to the sides of the concrete slab immediately after the forms have been removed.

Consolidation

Concrete must be consolidated with hand-operated vibrators. The vibrators shall be inserted into the concrete to a depth that will provide the best full-depth consolidation but not closer than 2" to the underlying material. Excessive vibration will not be permitted. If the vibrators cause visible tracking in the paving lane, the paving operation shall be stopped and equipment and operations modified to correct tracking. Concrete in small odd-shaped slabs or in isolated locations inaccessible to the gang-mounted vibration equipment must be vibrated with an approved hand-operated immersion vibrator operated from a bridge spanning the area. Vibrators must not be used to transport or spread concrete. Insertion locations for hand-operated vibrators must be between 6" and 15" on centers. For each paving train, at least one additional vibrator spud or sufficient parts for rapid replacement and repair of vibrators must be maintained at the paving site at all times. Any evidence of inadequate consolidation (honeycomb along the edges, large air pockets, or any other evidence) will require the Contractor to cease paving operations and adjust the equipment or procedures as approved by the Commissioner. If a lack of consolidation of the concrete is suspected by the Commissioner, referee testing may be required. Referee testing of hardened concrete will be performed by the Commissioner by cutting cores from the finished pavement after a minimum of 24-hours curing. Density determinations will be made by the Commissioner based on the water content of the core as taken. ASTM C 642 will be used for the determination of core density in the saturated-surface dry condition. When required, referee cores will be taken at the minimum rate of one for each 500-cubic yards of pavement or fraction thereof. The Contractor will be responsible for all referee testing costs if they fail to meet the required density.

The average density of the cores must be at least 97% of the original mix design density with no cores having a density of less than 96% of the original mix design density.

Failure to meet the referee tests will be considered evidence that the minimum requirements for vibration are inadequate for the job conditions. Additional vibrating units or other means of increasing the effect of vibration will be employed so that the density of the hardened concrete conforms to the above stated requirements.

Strike-Off of Concrete

Following the placing of the concrete, it must be struck off to conform to an elevation such that when the concrete is properly consolidated and finished, the surface of the pavement must be at the elevation that is acceptable to the Commissioner.

Placement of Reinforcement

Reinforcing steel, at the time concrete is placed, must be free of mud, oil, or other organic matter that may adversely affect or reduce bonding. Reinforcing steel with rust, mill scale or a combination of both will be considered satisfactory, provided the minimum dimensions, weight, and tensile properties of a hand wire-brushed test specimen are not less than the applicable ASTM specification requirements.

Joints

Joints must be constructed as shown in Exhibit 3 and/or on applicable drawings and in accordance with these Specifications. All joints must be constructed with their faces perpendicular to the surface of the pavement and finished or edged as shown on the drawings. Joints must not vary more than 1/2" from their designated position and must be true to line with not more than 1/4" variation in 16'. The surface across the joints must be tested with a Contractor furnished 16-foot straightedge as the joints are finished, and any irregularities in excess of 1/4" must be corrected before the concrete cures. All joints must be so prepared, finished or cut to provide a groove of uniform width and depth as shown in Exhibit 3 and/or on applicable drawings.

Transverse Construction Joints

Transverse construction joints must be installed at the end of each day's placing operations and at any other points within a paving lane when concrete placement is interrupted for more than 30-minutes or it appears that the concrete will obtain its initial set before fresh concrete arrives. The installation of the joint must be located at a planned contraction or expansion joint. Transverse construction joints must be constructed by paving beyond the transverse joint, then saw cut the surplus pavement and install dowels in drilled holes prior to resuming paving. If placing of the concrete is stopped, the Contractor must remove the excess concrete back to the previous planned joint.

Contraction Joints Installation

Contraction joints must be installed at the locations and spacing as shown on the applicable drawings. Contraction joints must be installed to the dimensions required by forming a groove or cleft in the top of the slab while the concrete is still plastic, as approved by the Commissioner or by sawing a groove into the concrete surface after the concrete has hardened in accordance with the provisions specified herein.

When the groove is formed in plastic concrete, the sides of the grooves must be finished even and smooth with an edging tool. If an insert material is used, the installation and edge finish must be according to the manufacturer's recommendations. The groove must be finished or cut clean so that spalling will be avoided at intersections with other joints. Grooving or sawing must produce a slot at least 1/8" wide and to the depth as shown on the applicable drawings.

Isolation (Expansion) Joints

Isolation (expansion) joints must be installed at the locations and in accordance with Exhibit 3 and/or the details shown on the applicable drawings. The first paving pass at the expansion joint must be paved approximately 3" beyond the planned joint location. The expansion joint must then be saw cut full depth for the entire length of the expansion joint. The saw cut slab must be within 1/8" tolerance in the vertical direction and within 1/8" in 10' along the joint horizontally. The premolded joint filler must extend for the full depth and width of the slab at the joint. The filler must be securely fastened into position perpendicular to the proposed finished surface and the abutting joints sealed and anchored securely. A cap must be provided to protect the top edge of the filler and to permit the concrete to be placed and finished. The edges of the joint must be finished and tooled while the concrete is still plastic. Any concrete bridging the joint space must be removed for the full width and depth of the joint. The top of the filler must then be saw cut after paving the adjacent concrete to the depths necessary to install the joint sealant material.

Tie Bars

Where required, tie bars will consist of deformed bars installed in joints as shown on the drawings. Tie bars must be placed at right angles to the centerline of the concrete slab and shall be spaced at intervals shown in Exhibit 3 and/or on the applicable drawings. They must be held in position parallel to the pavement surface and in the middle of the slab depth. When tie bars extend into an unpaved lane, they may be bent against the form at longitudinal construction joints unless threaded bolt or other assembled tie bars are specified. Tie bars must not be painted, greased or enclosed in sleeves.

Dowel Bars

Dowel bars or other load-transfer units of an approved type must be placed across joints in the manner as shown on the drawings. They must be of the dimensions and spacing as shown and held rigidly in the middle of the slab depth in the proper horizontal and vertical alignment by an approved assembly device to be left permanently in place except at construction joints. The dowel or load-transfer and joint devices must be rigid enough to permit complete assembly as a unit ready to be lifted and placed into position. A metal or other type dowel expansion cap must be furnished for each dowel bar used with expansion joints where required on the drawings. These caps must be substantial enough to prevent collapse and must be placed on the ends of the dowels as in Exhibit 3 and/or shown on the applicable drawings. The caps must fit the dowel bar tightly and the closed end must be watertight. Where epoxy-coated steel dowels are used, a lubrication bond breaker must be used. Where butt-type joints with dowels are designated, the exposed end of the dowel must be oiled. All dowel bar placements will be subject to the Commissioner's approval.

Installation of Joint Devices

All joint devices must be approved by the Commissioner.

Horizontal alignment must be checked with a framing square. Dowels and tie bars must not be placed closer than 0.6 times the dowel bar or tie bar length to the planned joint line.

If the last regularly spaced longitudinal dowel or tie bar is closer than that dimension, it must be moved away from the joint to a location 0.6 times the dowel or tie bar length, but not closer than 6-inches to its nearest neighboring dowel or tie bar. The portion of each dowel intended to move within the concrete or expansion cap must be wiped clean and coated with a thin, even film of lubricating oil or light grease before the concrete is placed.

Contraction Joints Required

Dowels and tie bars in longitudinal and transverse contraction joints within the paving lane must be held securely in place, as indicated, by means of rigid metal frames or basket assembly of an approved type. The basket assemblies must be held securely in the proper location by means of suitable pins or anchors. Dowel basket tie wires must not be cut or crimped.

Construction Joints

Dowels and tie bars will be installed by cast-in-place or the drill-and-dowel method. Installation by removing and replacing in preformed holes will not be permitted. Dowels and tie bars must be prepared and placed across joints where indicated, correctly aligned, and securely held in the proper horizontal and vertical position during placing and finishing operations by means of devices fastened to the forms.

The top of an assembled joint device must be set at the proper distance below the pavement surface and the elevation must be checked. Such devices must be set to the required position and line and must be securely held in place by stakes or other means to the maximum permissible tolerances during the placing and finishing of the concrete. Where premolded joint material is used, it must be placed and held in a vertical position; if constructed in sections, there must be no offsets between adjacent units.

Dowel bars and assemblies must be checked for position and alignment. The maximum permissible tolerances on dowel bar alignment must be in accordance with the Specifications herein. During the concrete placement operation, it is advisable to place plastic concrete directly on dowel assemblies

immediately prior to passage of the paver to help maintain dowel position and alignment within maximum permissible tolerances.

The concrete must have cured for 7-days or reached a minimum flexural strength of 400 psi before drilling commences. Holes approximately 1/8" to 1/4" larger than the dowel must be drilled with rotary-type core drills and held securely in place to drill perpendicular into the vertical face of the pavement slab. Rotary-type percussion drills may be used, provided that spalling of concrete does not occur. Depth of dowel hole must be within a tolerance of + 1/2" of the dimension shown on the drawings. Upon completion of the drilling operation, the dowel hole must be blown out with oil-free compressed-air. Any damage of the concrete must be repaired by the Contractor in a method approved by the Commissioner. Dowels must be bonded in the drilled holes using an epoxy resin material. Installation procedures must be adequate to ensure that the area around dowels is completely filled with epoxy grout or resin. Epoxy must be injected into the back of the hole and displaced by the insertion of the dowel bar. Bars must be completely inserted into the hole and will not be withdrawn and reinserted creating air pockets in the epoxy around the bar. The application of epoxy by buttering the dowel will not be permitted. The dowels must be held in alignment at the collar of the hole after insertion, and before the grout hardens by means of a suitable metal or plastic grout retention ring fitted around the dowel. Dowels required to be installed in any joints between new and existing concrete must be grouted in holes drilled in the existing concrete as specified herein. The Contractor must furnish a template for checking the position and alignment of the dowels.

Dowel bars must not be less than 10" from a transverse joint and must not interfere with dowels in the transverse direction. The free end of the dowels must be thoroughly oiled or greased prior to placing the adjacent concrete paving pass.

Sawing of Joints

Equipment must be as described in the Specifications herein. The circular cutter must be capable of cutting a groove in a straight line and must produce a slot at least 1/8" wide and to the depth shown on the drawings. Sawing must commence as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling or tearing, and before uncontrolled shrinkage cracking of the pavement occurs and must continue without interruption until all joints have been sawn. Sawing may be performed during the day and at night as necessary.

After sawing, the slurry and laitance must be immediately washed from the pavement before it dries. Curing treatment must be reapplied to the cleaned sawed surfaces within 60-minutes of sawing. Temporary backer rod (jute or nylon rope) must be inserted into the joint. Backer rod must be one size larger than the initial saw cut and no more than 1/8" below the top surface of the slab. Temporary backer rod must be maintained and remain in place until the second saw cut in preparation for joint sealing. Temporary backer rod must not be reused as part of the joint sealing operation.

The top portion of the slot must be widened and beveled by subsequent sawing to provide adequate space for joint sealers as shown on the drawings.

All slurry and debris produced in the sawing of joints must be removed by vacuuming and washing.

Any slab experiencing cracking for any reason must be repaired or removed and replaced by the Contractor at no additional cost to the City.

Finishing

Finishing operations must be a continuing part of placing operations starting immediately. Initial finishing must be provided by the transverse screed or extrusion plate. The sequence of operations must be transverse finishing, longitudinal machine floating if used; straight edge finishing, texturing, and then edging of joints. Finishing must be by the machine method. The hand method may be used only on isolated areas of odd slab widths or shapes, and in the event of breakdown of the mechanical finishing equipment. Supplemental hand finishing for machine finished pavement must be kept to an absolute minimum. Any machine finishing operation which requires appreciable hand finishing, other

than a moderate amount of straightedge finishing, will be immediately stopped and proper adjustments made or the equipment replaced. Any operations which produce more than 1/8" of mortar-rich surface (defined as deficient in plus U.S. No. 4 sieve size aggregate) will be halted immediately and the equipment, mixture or procedures modified as necessary. Compensation will be made for surging behind the screeds or extrusion plate and settlement during hardening, and care must be taken to ensure that paving and finishing machines are properly adjusted so that the finished surface of the concrete (not just the cutting edges of the screeds) will be at the required line and grade. Finishing equipment and tools must be maintained clean and in an approved condition. At no time will water be added to the surface of the slab with finishing equipment, tools or in any other manner except for fog (mist) sprays specified to prevent plastic shrinkage cracking.

Machine Finishing with Fixed Forms

The finishing machine must be designed to straddle the forms and will be operated to screed and consolidate the concrete. Machines that cause displacement of the forms must be replaced. The machine must make only one pass over each area of pavement. If the equipment and procedures do not produce a surface of uniform texture, true to grade in one pass, the operation must be cease immediately and the equipment, mixture and/or procedures adjusted as necessary.

Hand Finishing

Hand finishing methods will not be permitted, except under the following conditions:

- In the event of breakdown of the mechanical equipment, hand methods may be used to finish the concrete already deposited on the grade; and/or
- In areas of narrow widths or of irregular dimensions where operation of the mechanical equipment is impractical

Finishing and Floating

As soon as placed and vibrated, the concrete must be struck off and screeded to the crown and cross-section, and to such elevation above grade that when consolidated and finished the surface of the pavement will be at the required elevation. In addition to previously specified complete coverage with handheld immersion vibrators, the entire surface must be tamped with the strike-off and tamping template, and the tamping operation continued until the required compaction and reduction of internal and surface voids are accomplished. Immediately following the final tamping of the surface, the pavement will be floated longitudinally from bridges resting on the side forms and spanning but not touching the concrete. If necessary, additional concrete must be placed, consolidated and screeded, and the float operated until a satisfactory surface has been produced. The floating operation must be advanced not more than half the length of the float and then continued over the new and previously floated surfaces.

Surface Texture

The surface of the pavement must be finished with a broom finish for all newly constructed concrete pavements. The finishing texture must be perpendicular to the main direction of traffic or as approved by the Commissioner. The broom finish must be applied when the water sheen has practically disappeared. The equipment must operate transversely across the pavement surface providing corrugations that are uniform in appearance and approximately 1/16" in depth. It is important that the texturing equipment not tear or unduly roughen the pavement surface during the operation. Any imperfections resulting from the texturing operation must be corrected.

Curing

Immediately after finishing operations are completed and marring of the concrete will not occur, the entire surface of the newly placed concrete must be cured in accordance with the methods specified herein. The concrete must not be left exposed for more than 1/2-hour during the curing period. Failure to provide the required cure or cover material to adequately take care of both curing and other requirements will be cause for immediate suspension of concreting operations.

When a two saw-cut method is used to construct the contraction joint, the curing compound must be applied to the saw-cut immediately after the initial cut has been made. The sealant reservoir must not be sawed until after the curing period has been completed.

Impervious Membrane Method

The entire surface of the pavement must be sprayed uniformly with white pigmented curing and sealing compound immediately after the finishing of the surface and before the set of the concrete has taken place. The curing compound must not be applied during rainfall. During rainfall the pavement must be protected in accordance with the Specification herein. Curing compound must be applied by mechanical sprayers under pressure in one or more applications totaling not less than 1-gallon per 150 square feet. The spraying equipment must be of the fully atomizing type equipped with a tank agitator. At the time of use, the compound must be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. During application, the compound must be stirred continuously by effective mechanical means. Hand spraying of odd widths or shapes, and concrete surfaces exposed by the removal of forms will be permitted. When hand spraying is approved by the Commissioner, a double application rate will be used to ensure coverage. Curing compound must not be applied to the inside faces of joints to be sealed but approved means must be used to insure proper curing for 72-hours. The curing compound must be of such character that the film will harden within 30-minutes after application.

Should the film become damaged from any cause within the required curing period, the damaged portions must be repaired immediately with additional compound. Upon removal of side forms, the sides of the exposed slabs must be protected immediately to provide a curing treatment equal to that provided for the surface within one hour after the removal of forms. Curing must be applied immediately after the bleed water is gone from the surface.

Curing in Cold Weather

The concrete must be maintained at a temperature of at least 50° F (10° C) for a period of 72-hours after placement, and at a temperature above freezing for the remainder of the curing time. Curing must continue uninterrupted for a period of not less than 7-days. The Contractor must be responsible for the quality and strength of the concrete placed during cold weather, and any concrete injured by frost action must be removed and replaced at the Contractor's expense. Protection must consist of placing insulating blankets or other equivalent material acceptable to the Commissioner to cover the newly laid pavement. The use of materials such as loose hay, straw, grass or similar materials will not be permitted. The insulating material must be secured to prevent being blown away by wind or aircraft jet blast. When concrete is being placed and the air temperature may be expected to drop below 35° F, a sufficient suitable blanketing material must be provided along the Work area. Any time the temperature may be expected to reach freezing point during the day or night, the material so provided must be spread over the pavement to a sufficient depth to prevent freezing of the concrete.

Removing Forms

Unless otherwise specified, forms will not be removed from freshly placed concrete until it has set for at least 12-hours, except where auxiliary forms are used temporarily in widened areas. Forms must be removed carefully to avoid damage to the pavement. After the forms have been removed, the sides of the slab must be cured. Major honeycombed areas must be considered as defective Work and must be removed and replaced at Contractor's expense.

Saw and Seal

Pavement must be sawed and sealed within 30-days of pavement being poured as applicable and as determined by the Commissioner.

Protection of Pavement

The Contractor must protect the pavement and its appurtenances against both public traffic, the Contractor's employees, and/or agents until it is acceptable for construction and traffic loads as specified. This will include workers to direct traffic and the erection and maintenance of warning signs,

lights, pavement bridges, crossovers, and protection of unsealed joints from intrusion of foreign material, etc. Any damage to the pavement occurring prior to final acceptance must be repaired or the pavement replaced at the Contractor's expense.

The Commissioner will determine whether the pavement panel can be repaired or must be replaced. The Contractor must have available, at all times, materials for the protection of the edges and surface of the unhardened concrete. Such protective materials must consist of rolled polyethylene sheeting at least 4-mil thick of sufficient length and width to cover the plastic concrete slab and any edges. The sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations must stop and all available personnel must begin covering the surface of the unhardened concrete with the protective covering.

Opening to Traffic

The pavement will not be opened to construction or other traffic until test specimens molded and cured in accordance with ASTM C 31 have attained a flexural strength of 550 psi when tested in accordance with ASTM C 78. Prior to opening to construction or other traffic, all joints must either be sealed or protected from damage to the joint edge and/or intrusion of foreign materials into the joint. As a minimum, backer rod, jute, nylon rope or tape may be used to protect the joints from damage or foreign matter intrusion. The pavement shall be cleaned and sealed in accordance with Exhibit 3 of this Specification before opening to construction or other traffic.

Deficient Pavement

Deficient pavement evaluation and repair will be at the Contractor's expense.

Pavement Surface Irregularities

Pavement must maintain positive drainage. If areas are found to retain water, the pavement will be ground or removed and replaced as directed by the Commissioner.

Sliver Spalls

Sliver spalls are spalls or flakes within 1" of the joint face and not exceeding beyond the joint seal reservoir. Slabs with sliver spalls over a length less than 15% of any one slab edge will be deemed deficient and must be mitigated by removing loose material in the affected length of the joint, cleaning the area, and applying liquid joint sealant within the affected area.

Joint Spalls

Joint spalls are larger and or deeper than sliver spalls. Slabs with spalls over a length less than 15% of any one slab edge will be deemed deficient and be mitigated and repaired. Slabs with joint spall deficiency must be repaired as follows:

1. A boundary surrounding the spalled area must be sawed using a concrete saw. The minimum width and length of the sawed area must be 6". The vertical saw cut must be at least 1" outside the spalled area and to a depth of at least 2". Saw cuts must be straight lines forming rectangular areas.
2. A light chipping hammer, maximum of 30-pounds, must be used to remove all unsound concrete to a depth of 2" or to at least ½" below the depth of visually sound concrete, whichever is deeper.
3. The area of concrete removal must be tested for soundness to ensure that there is no loose material present. If any spall penetrates one-third the depth of the slab or more, the entire slab must be removed and replaced.
4. A joint forming insert must be used to re-form the existing joint. Care must be taken to ensure that the spall repair material does not bridge the joint without a compressible insert in place along the joint.

5. The cavity formed by removal of the unsound material must be thoroughly cleaned with high-pressure water jets supplemented with compressed air to remove all loose material. The cleanliness of the cavity must be maintained.
6. The clean cavity must be filled with a polymeric material. When required, a bonding agent must be used to ensure a good bond between the existing concrete and the repair material. When required, the repaired patch must be cured to prevent shrinkage or thermal cracking.
7. When a polymeric material is used as a repair material, it must be used in accordance with the manufacturer's recommendations. The polymeric material must be compatible with the existing concrete and meet the strength requirement for concrete. Prior to procurement, properties and certified performance data of the polymeric material must be submitted for approval by the Commissioner.
8. After the patch has cured, the affected joint length must be re-sealed. A reservoir for the joint sealant must be sawed to the dimensions required for the original joint. The reservoir must be thoroughly cleaned and sealed with the sealer specified for the joint.

Surface Irregularities

Slab surface irregularities such as spalls, holes, gouges, cavities, voids, pop-outs, depressions, and/or pits must be repaired by removing the loose materials and cleaning the cavity thoroughly prior to filling up the cavity or hole with polymeric material as determined by the Commissioner. A bonding agent must be used to ensure a good bond between the existing concrete and the repair material. The repaired patch must be cured to prevent shrinkage or thermal cracking.

Defective Pavement

Defective Pavement must be removed and replaced by the Contractor. All costs to remove and replace defective pavement will be at Contractor's expense.

Defective pavement includes, but is not limited to, the following:

- Slab with full depth cracks across the panel
- Slab exhibiting cracking greater than 2" in depth
- Slab with sliver spalls over a length of 15% or more of any one slab edge
- Slab with combined sliver and joint spalling over a length of 15% or more of any one slab edge
- Slab exhibiting high spots more than 1/2"
- Slab exhibiting low spots that impair surface drainage; and
- Slab with extensive surface irregularities

The Commissioner will determine the extent of surface irregularities that will warrant removal and replacement of the slab.

Pavement that is deemed defective must be removed and replaced as follows:

- The affected slab must be removed without damaging adjacent slabs. All saw cuts for the slab removal along the perimeter joints must be perpendicular to the slab surface and must be full-depth; and/or
- Slab removal must be by the lift-out method. The slab to be removed may be cut into smaller sizes to facilitate removal

Damaged base or sub-base material must be restored to the specified requirements for that material.

Load transfer at the perimeter joints must be restored. Dowel bar type, dimensions, and spacing must be that as specified for the construction joints for that pavement.

When multiple adjacent slabs are removed, contraction joints must be provided at the locations of the original intermediate joints, and the load transfer type at the intermediate joints must match the load transfer type of the original joints. If any of the perimeter joints is an expansion joint, the joint details must match those of the original expansion joint.

Placement, consolidation, finishing, texturing, and curing of the repair concrete must be as specified for the original construction. Before concrete placement, the surfaces of all perimeter joint faces must be cleaned of all loose material and contaminants, and coated with a double application of curing compound as bond breaker.

All perimeter joints and the intermediate joints in the repair area must be prepared for sealing and sealed in accordance with the joint sealing requirements.

5.21.20. Material Testing and Acceptance

Material Testing

Any improperly performed tests by either the Quality Control or Quality Assurance field or laboratory technician must be immediately reported to the Contractor and the Commissioner. Testing performed by the Commissioner's independent testing laboratory will be considered accurate and correct unless contested within 24-hours of testing.

Acceptance Sampling and Testing

All sampling to determine conformance with the requirements specified in this section will be performed by the Contractor, who will prepare, field cure, and transport all samples to the testing laboratory specified by the Commissioner.

Testing organizations performing these tests must meet the requirements of ASTM C 1077. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing must be listed on the lab certification.

The Contractor's technicians preparing and sampling the acceptance specimens must be currently certified to perform the required concrete sampling and testing, and their qualifications and certifications will be subject to review and acceptance by the Commissioner. The cost of providing curing facilities for the strength specimens will not be measured for payment and will be considered incidental to this Contract.

5.21.21. Flexural Strength

Sampling

Samples must be taken for each 150-cubic yards of plastic concrete delivered to the job site. Sampling locations will be determined by the Commissioner in accordance with random sampling procedures contained in ASTM D 3665. The concrete must be sampled in accordance with ASTM C 172. Samples must be transported while in the molds.

Testing

Two (2) specimens must be made from each sample. The specimen molds must be 21" maximum length. Specimens must be made in accordance with ASTM C 31, and the flexural strength of each specimen must be determined in accordance with ASTM C 78. The flexural strength for each set must be computed by averaging the results of the two test specimens representing that set.

Immediately prior to testing for flexural strength, the beam must be weighed and measured for determination of a sample unit weight. Measurements must be made for each dimension; height, depth, and length at the mid-point of the specimen, and reported to the nearest 1/10". The weight of the specimen must be reported to the nearest 0.1 pound. The sample unit weight must be calculated by dividing the sample weight by the calculated volume of the sample. This information must be reported as companion information to the measured flexural strength for each specimen.

Curing

The Contractor must provide adequate facilities for the initial curing of beams. During the 24-hours after molding, the temperature immediately adjacent to the specimens must be maintained in the range of 60°F and 80°F, and loss of moisture from the specimens must be prevented. The specimens may be stored in tightly constructed wooden boxes, damp sand pits, and/or temporary buildings at Work sites; under wet burlap in favorable weather or in heavyweight closed plastic bags or other suitable methods, provided the temperature and moisture loss requirements are met. A method of recording the initial curing temperatures must be developed by the Contractor and the record submitted with each lot of beams on the Chain of Custody form provided by the Commissioner.

Acceptance

Acceptance of pavement for flexural strength will be as determined by the Commissioner.

Outliers

All individual flexural strength tests within a lot must be checked for an outlier (test criterion) in accordance with ASTM E 178 at a significant level of 5%. Outliers must be discarded.

5.21.22. Pavement Thickness

Measurement

Thicknesses verified by the Contractor's surveyors will not be measured for payment and will be considered incidental to this Contract. The Commissioner has the option to verify the results on a random basis or when suspect measurements are received. Survey results are to be provided to the Commissioner prior to and 24-hours after material placement.

5.21.23. Acceptance Criteria

General: Acceptance will be based on the following characteristics of the completed pavement:

- Flexural strength
- Thickness
- Smoothness; and
- Grade / Surface texture (Extent of Surface Irregularities)

5.21.24. Removal and Replacement of Concrete

Any area or section of concrete that is removed and replaced must be removed and replaced back to planned joints. The Contractor must replace damaged dowels; the requirements for doweled longitudinal construction joints must apply to all contraction joints exposed by concrete removal.

5.21.25. Quality Control

Testing

The Contractor must perform all quality control tests necessary to control the production and construction processes applicable to this Specification and as set forth in the Contractor QCP. The testing program must include, but not necessarily be limited to:

- Tests for aggregate gradation
- Aggregate moisture content
- Slump
- Air content; and
- Concrete production monitoring to include daily verification of mix designs, sources of aggregates, cement, fly ash, admixtures, water cement ratios, and batch weights

Results of all tests and monitoring inspections, both at the Work site and at the CBP, must be documented and reported as required in Section 5.17. of this Detailed Specification.

A Quality Control Testing Plan must be developed by the Contractor as part of the Contractor QCP as required in Section 5.17. of this Detailed Specification.

Slump

Slump tests must be performed in accordance with ASTM C 143 from material randomly sampled and discharged from trucks at the Work site. Material samples must be taken in accordance with ASTM C 172. At the Work site, at least one (1) test must be made for each 150-cubic yards placed and when flexural strength beams are cast. If a test result is outside the Action Limits as specified, then an immediate retest must be made and the next 3 loads must be tested to verify conformance. At the CBP, the first 3 loads and every 150-cubic yards must be tested to verify conformance to the specifications and/or to determine required adjustments to production.

Air Content

At the Work site, at least one (1) test must be made for each 150-cubic yards placed and when flexural strength beams are cast. If a test result is outside the Action Limits as specified, then an immediate retest must be made and the next 3 loads must be tested to verify conformance. At the CBP, the first 3 loads and every 150-cubic yards must be tested to verify conformance to the specifications and/or to determine required adjustments to production. Air content tests must be performed in accordance with ASTM C 231 for gravel and stone coarse aggregate, and ASTM C 173 for slag or other porous coarse aggregate from material randomly sampled from trucks at the CBP. Material samples must be taken in accordance with ASTM C 172.

Unit weight and yield test for each subplot must be made in accordance with ASTM C138. The samples shall be taken in accordance with ASTM C172, and at the same time as the air content tests.

Control Charts

The Contractor must maintain computerized linear control charts for fine and course aggregate gradations, slump, and air content. Control charts must be posted at the CBP and other locations satisfactory to the Commissioner, and must be kept up to date at all times. As a minimum, the control charts must identify:

- The project number
- The Contract item number
- The test number
- Each test parameter
- The Action and Suspension Limits or specification limits applicable to each test parameter; and
- The Contractor's test results

The Contractor must use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a potential problem, and the Contractor does not take satisfactory corrective action, the Commissioner may halt production or acceptance of the material.

Combined aggregate WF and CF values

The individual WF and CF values must be within the tolerances as indicated.

Slump and Air Content

The Contractor must maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for slump and air content in accordance with the following Action and Suspension Limits in Table 1.

Table 1
CONTROL CHART LIMITS

Based on Sample Size n=4

Individual Measurements			
Control Parameter	Action Limit	Suspension Limit	Range Suspension Limit
Slump Side Form	+ 0.5 to - 1 inch	+ 1 to - 1.5 inch	+/- 1.5 inch
Air Content	+/- 1.2%	+/- 1.8%	+/- 2.5%

The individual measurement control charts must use the mix design target values as indicators of central tendency.

Corrective Action

The quality control plan must indicate that appropriate action to be taken when a process is believed to be out of control. The plan must detail what action will be taken to bring a process into control and must contain sets of rules to gauge when a process is out of control. As a minimum, a process must be deemed out of control, and corrective action taken if any of the following conditions exist:

Slump

The Contractor must halt production and make appropriate adjustments whenever:

- One point falls outside the Suspension Limit line for individual measurements or range; or
- Two points in a production day fall outside the Action Limit line for individual measurements

Air Content

The Contractor must halt production and adjust the amount of air-entraining admixture whenever:

- One point falls outside the Suspension Limit line for individual measurements or range; or
- Two points in a production day fall outside the Action Limit line for individual measurements

Whenever a point falls outside the Action Limits line, the air-entraining admixture dispenser must be calibrated to ensure that it is operating correctly and with good reproducibility.

The Contractor must halt production or take immediate corrective action when any inspection or test indicates that compliance is not being achieved for dowel bar placement, edge slump, surface straightedge, curing, finishing, constructing joints, and any other of the elements defined herein are not achieved.

5.21.26. Method of Measurement

Full Depth Bituminous and PCC Pavement Removal

The quantity of full depth bituminous and PCC pavement removal will be measured per cubic yard (concrete only) of either plain or reinforced concrete as specified and directed by the Commissioner, including variable depth concrete complete and accepted.

Full Depth PCC Pavement Placement

The quantity of full depth PCC pavement placement will be measured per cubic yard, including dowels, steel reinforcement, and joint material in place complete and accepted. Protection, curing, and restoration of areas disturbed will not be measured for payment and will be considered incidental to this line item.

Concrete delivery tickets shall be used to confirm concrete placement quantities.

High Early Strength PCC Mix Design

The quantity of high early strength PCC mix design complete and accepted will be measured for full payment based on the requisite documentation provided by the Contractor to support the surcharge amount being invoiced.

Concrete delivery tickets shall be used to confirm high early strength PCC mix design quantities.

Reinforcement

The quantity of dowels, reinforcement, tie bars, and wire mesh used in the Work as determined by the Commissioner will not be measured for payment and will be considered incidental to the applicable line item.

Concrete Batch Plant Surcharge

Where the Commissioner requires the Contractor to provide Work after normal hours, on weekends or holidays as directed, the quantity of concrete batch plant surcharge to open the plant after normal hours and/or additional surcharge per cubic yard of concrete high early strength mix design accepted will be measured for full payment based on the requisite documentation provided by the Contractor to support the surcharge amount being invoiced at actual cost.

Concrete delivery tickets shall be used to confirm concrete batch plant and/or PCC mix design surcharge quantities.

5.21.27. Basis of Payment

Full Depth Bituminous and PCC Pavement Removal

This item will be paid at the Contract unit price per cubic yard for full depth bituminous and PCC pavement removal (concrete only) of either plain or reinforced concrete, including pavement depth variations; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Full Depth PCC Pavement Placement

This item will be paid at the Contract unit price per cubic yard for full depth PCC pavement placement, measured and placed, including dowels, steel reinforcement, and joint materials; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

High Early Strength PCC Mix Design and Concrete Batch Plant Surcharge

These items will be paid at the actual price (no mark-up) per cubic yard surcharge incurred from the supplier for high early strength PCC mix design and/or concrete batch plant surcharge to open the plant after normal hours, and/or additional surcharge per cubic yard of concrete required to complete the Work item as specified or as directed by the Commissioner.

Concrete delivery tickets shall be used to confirm PCC mix design and/or concrete batch plant surcharge quantities.

Payment will be made under:

ITEM 1 – FULL DEPTH BITUMINOUS/PCC PAVEMENT REMOVAL UP TO 30 CY, PER CY

ITEM 2 – FULL DEPTH PCC PAVEMENT PLACEMENT UP TO 30 CY, PER CY

ITEM 3 – FULL DEPTH BITUMINOUS/PCC PAVEMENT REMOVAL 30 CY TO 100 CY, PER CY

ITEM 4 – FULL DEPTH PCC PAVEMENT PLACEMENT 30 CY TO 100 CY, PER CY

ITEM 5 – HIGH EARLY STRENGTH PCC MIX DESIGN AND CONCRETE BATCH PLANT SURCHARGE, ALLOWANCE

5.22. Removal of Bituminous/Pcc Sidewalk, Installation of Pcc Sidewalk – Lines 6-7

5.22.1. Description

These items of Work will consist of removal of existing variable depth Bituminous and/or PCC sidewalk and installation of new variable depth PCC sidewalk as directed by the Commissioner.

Removal will consist of saw cutting on each side of the existing sidewalk at a right angle adjacent to the sidewalk joint, and excavation and removal of the existing materials to the subgrade level.

Installation will consist of dividing the surface by grooves constructed at right angles to the centerline of side sidewalk. These grooves will extend to 1/4" of the depth of the sidewalk, and will not be less than 1/8" nor more than 1/4" in width, and will be finished with an edging tool. No slab will be longer than 6', nor less than 4' on any one side. Expansion joints will be 1/2" preformed joint filler between the sidewalk, curb, and structures and 3/4" thick spaced every 50' in the sidewalk. Backfilling and protective coat will follow with restoration to any adjacent areas disturbed during sidewalk installation.

5.22.2. Materials

Materials shall meet the requirements of the most recent version of the IDOT-SSRBC and Supplemental revisions.

5.22.3. Construction Requirements

Construction requirements shall meet all applicable requirements, including, but not limited to:

- The most recent version of the IDOT-SSRBC and Supplemental revisions – Section 440 for the removal of pavements
- The most recent version of the IDOT-SSRBC and Supplemental revisions – Section 424 for the placement of Sidewalk
- The most recent version of the CDOT Manual Rules and Regulations for Construction in the Public Way – Sidewalk and ADA Ramps

Materials to meet IDOT and/or CDOT requirements regarding ADA pavement warning devices, etc. will be paid under an Allowance as set forth on line item 64 of the proposal pages – "Work not included in Contract line items but required to complete the job" – of this Contract and will be provided a modified PO.

5.22.4. Method of Measurement

Removal of Bituminous and PCC Sidewalk

The quantity of removed bituminous and PCC sidewalk will be measured per cubic yard (concrete only) of either plain or reinforced concrete as specified and directed by the Commissioner, including variable depth concrete complete and accepted.

Installation of PCC Sidewalk

The quantity of installed PCC Sidewalk will be measured per cubic yard of either plain or reinforced concrete as specified and directed by the Commissioner, including variable depth concrete; all materials in place complete and accepted. Preparation of subgrade and installation of sub-base per Exhibit 3; protection, curing, and sealing will not be measured for payment and will be considered incidental to this line item.

Concrete delivery tickets shall be used to confirm concrete placement quantities.

5.22.5. Basis of Payment

Removal of Bituminous and PCC Sidewalk

This item will be paid at the Contract unit price per cubic yard for removed bituminous and PCC sidewalk; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Installation of PCC Sidewalk

This item will be paid at the Contract unit price per cubic yard for installed PCC sidewalk at specified depth; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 6 – REMOVAL OF BITUMINOUS/PCC SIDEWALK, PER CY

ITEM 7 – INSTALLATION OF PCC SIDEWALK, PER CY

5.23. Geotextile Fabric for Ground Stabilization – Line 8

5.23.1. Description

This item of Work will consist of furnishing and placing geotextile fabrics for use in ground stabilization and to prevent migration of fines into porous granular backfill material used with various perforated drainage pipe, as required during other Work or as directed by the Commissioner.

5.23.2. Materials

Fibers used in the manufacture of geotextiles, and thread used in joining geotextiles by sewing will consist of long chain synthetic polymers composed of at least 95%, by weight polypropylene or polyester. The material will be free of defects and tears and will meet or exceed the material requirements as listed below.

The geotextile will meet or exceed the minimum property values in Table 1.

TABLE 1

Physical Property Requirements

Test	Woven	Nonwoven
Grab Tensile Strength (ASTM D-4632)	270 lbs.	180 lbs.
Puncture Resistance (ASTM D-4833)	100 lbs.	75 lbs.
Trapezoid Tear Strength (ASTM D-4533)	100 lbs.	75 lbs.
Apparent Opening Size (ASTM D-4751)		< 0.3 mm
Permittivity (ASTM D-4991)		>1.5 sec
Flow Rate (ASTM D-4991)		> 70 gpm/ft ²
Ultraviolet Degradation (ASTM D-4355)	> 70% strength 500 hrs exposure	

*Values shown are minimum average roll values with strength values based on the weaker principle direction. Specification conformance of the geotextile must be based on the ASTM D-4759 procedure.

In addition, if the fabric will be in contact with asphalt, it must be capable of withstanding temperatures of 375° F without any negative effect on material's properties.

5.23.3. Submittals

Before starting the Work, the Contractor will submit the following:

- Certification of Compliance from the geotextile manufacturer for the product(s) delivered to the project will have property values equal to or greater than those specified; and
- Factory test results of materials certified by the manufacturer as being similar, showing conformance with the requirements of these Specifications
- Certified property values will be equal to the average value less two standard deviations

- A swatch of the geotextile to be used will be submitted with the certification letter

The Contractor will furnish 5-square yard samples at least 10-working days prior to use for quantities over 10,000-square yards of the geotextile from the shipment of materials to be used on Work for verifications testing. The lot number of the roll and the location of the sample obtained must be documented.

At the Commissioners request, the Contractor must ensure the geotextile manufacturer will make available quality control test results for the materials delivered to the Work site. Quality control sampling will be done in accordance with ASTM D 4354, and the samples will be tested according to ASTM standards to grab tensile strength, trapezoidal tear strength, and puncture resistance. At least one apparent opening size and one permeability test will be performed per lot number.

5.23.4. Packaging, Storage, and Handling of Materials

Packaging

Geotextile materials delivered to the Work site will be furnished with an outer plastic wrapping suitable for protection against moisture and extended ultraviolet exposure prior to placement. An opaque tarp will be placed over all rolls where the outer wrap is removed or damaged to ensure the geotextile is protected.

Each roll of geotextile will be externally labeled or tagged to provide product identification sufficient for field identification, as well as inventory and quality control purposes. As a minimum, external tagging will include:

- Name of Manufacturer
- Product Type and Style Product Grade
- Lot Number
- Physical Dimensions (Length and width)

The product grade, manufacturer's name, and lot number will be clearly marked directly on the geotextile at the beginning and end of each roll of product.

Rolls will be stored in a manner which protects them from the elements. If stored outdoors, they will be elevated and protected with a waterproof cover.

Installation

The installation site will be prepared by clearing and grading the areas as directed by the Commissioner. The Contractor shall ensure removal of all sharp objects, large stones, stumps, etc.

The geotextile must be unrolled as smoothly as possible with no wrinkles or folds (except in curved sections and comers) on the prepared subgrade in the direction of construction traffic. Adjacent rolls must be overlapped of 12" or greater as directed by the Commissioner. Adjacent rolls may be connected by sewn or sealed seams, provided the seam meets or exceeds the grab strength requirement in Table 1.

For curves, the geotextile must be folded or cut and overlapped in the direction of the turn. Overlaps must be 12" or greater. Folds in geotextile must be stapled or pinned at 5' on-center.

The frost protection material will be placed onto the geotextile from the edge of the fabric or over previously placed aggregate. The first lift of aggregate will be spread and graded down to a minimum depth of 12" or to the design thickness if less than 12". A minimum lift of 6" compacted thickness will be maintained in all cases. Compaction of the first lift will be performed by "tracking" with a dozer, followed by compaction with a smooth-drum roller to the specified density. Construction vehicles that create ruts in the aggregate surface of greater than 3" will not be allowed. All ruts occurring during construction will be filled with additional aggregate and compacted to the specified density. Sudden stops and starts will be avoided where possible.

Holes, tears or otherwise damaged geotextiles as determined by the Commissioner, will be repaired immediately at the Contractor's expense. The damaged area will be cleared of all fill material a suitable distance from the damaged area to allow placement of a geotextile patch which extends 3' beyond perimeter of the damaged area. Aggregate removed will be replaced to the specified lift thickness and density.

5.23.5. Method of Measurement

The quantity of geotextile fabric for ground stabilization will be measured per square yard in place complete and accepted. The area measured will not include any required overlaps.

Note: Geotextile fabric used to envelope the porous granular backfill for perforated drain pipe will not be measured for payment and will be considered incidental to the respective perforated pipe line items.

5.23.6. Basis of Payment

This item will be paid at the Contract unit price per square yard of geotextile fabric for ground stabilization in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 8 – GEOTEXTILE FABRIC FOR GROUND STABILIZATION, PER SY

5.24. Cement-Treated Permeable Base – Line 9

5.24.1. Description

This item of Work will consist of furnishing cement-treated permeable base (CTPB) course composed of mineral aggregate and cement uniformly blended and mixed with water required during other Work or as directed by the Commissioner. The mixed material will be spread and shaped in accordance with these Specifications and in conformity to the lines, grades, dimensions, and typical cross sections as verified by the Contractor in the field and approved by the Commissioner. Pavements will be built in a series of parallel lanes using a plan of processing that reduces longitudinal and transverse joints to a minimum. The intent is to provide repairs to areas disturbed during other related Work, and provide an open graded base course with a textured surface to allow bonding to the overlying pavement.

5.24.2. Materials

Portland Cement

Portland cement will conform to the requirements of ASTM C 150 Type I.

Water

Water will be clean, clear, and free from injurious amounts of sewage, oil, salt, acid, strong alkalis or vegetable matter, clay or silt. If the water is of questionable quality, it will be tested in accordance with the requirements of AASHTO T 26.

Aggregate

The material will be free of roots, sod, weeds, and other deleterious substances. The crushed or uncrushed aggregate will consist of hard durable particles of accepted quality, free from an excess of flat, elongated, soft or disintegrated pieces or objectionable matter. The method used in producing the aggregate will be such that the finished product will be as consistent as practical. Stones and rocks of inferior quality will not be used, nor will recycled PCC be used as aggregate.

Aggregates suspected of containing injurious quantities of sulfates will be examined petro-graphically in accordance with ASTM C 295.

The aggregate will conform to the gradation shown in Table 1 when tested in accordance with ASTM C 136.

TABLE 1

AGGREGATE - CTPB

Sieve Size	Percentage by Weight Passing Sieves
1-1/2 inch	100
1 inch	70-100
3/4 inch	55-100
1/2 inch	40-80
3/8 inch	30-65
No. 4	10-50
No. 8	0-25
No. 16	0-5

The gradations in the table represent the limits which will determine suitability of aggregate for use from the sources of supply. The final gradations decided on, within the limits designated in the table, will be well graded from coarse to fine and will not vary from the low limit on one sieve to the high limit on adjacent sieves, or vice versa. The portion of the base aggregate, including any blended material, passing the No. 40 sieve will have a liquid limit of not more than 25 and a plasticity index of more than 6 when tested in accordance with ASTM D 4318.

All aggregate samples required for testing will be furnished by the Contractor at no cost to the City. Sampling will be in accordance with ASTM D 75 and will be observed by the Commissioner. No aggregate will be used in production of mixtures without prior approval. The aggregate will have the properties shown in Table 2.

TABLE 2
PROPERTIES OF AGGREGATE FOR CTPB

Property	Acceptable Value	ASTM
Effective Porosity	> 0.25	-
LA Abrasion	< 40	C535
C _u	< 3.5	-

Note: C_u is the uniformity coefficient = D₆₀/ D₁₀

Mix Design

Where applicable and prior to the start of Work, laboratory tests of materials submitted by the Contractor will be made to determine the quantity of cement required in the mix. The cement content for construction will be that at which the mix develops a 7-day flexural strength of at least 275 psi. The water-cement ratio will be less than 0.4. The Contractor will submit the mix design to the Commissioner. Only after the Commissioner's acceptance of the mix design will the Contractor be allowed to begin construction of the CTPB.

5.24.3. Construction Methods

Weather Limitations

The CTPB will not be mixed or placed while the atmospheric temperature is below 40° F or when conditions indicate that the temperature will fall below 35° F within 24-hours or when the weather is rainy. CTPB will not be placed on frozen subgrade or mixed when aggregate is frozen.

Preparing Underlying Course

The underlying course will be checked and accepted by the Commissioner before placing and spreading operations begin. Any ruts or soft yielding places caused by improper drainage conditions, hauling or any other cause will be corrected before the base course is placed.

Mix

The aggregate will be proportioned and mixed with cement and water at a CTPB plant. The CTPB plant will be equipped with feeding and metering devices which will introduce the cement, aggregate, and

water into the mixer in the quantities specified. Mixing will continue until a thorough and uniform mixture has been obtained. This item will meet the requirements for slump for paving as defined in Section 5.19. of this Detailed Specification.

Placement

The CTPB placement will be achieved utilizing side form construction. The Contractor will ensure that the base material is placed in a manner that does not segregate the aggregate. Joints will be saw cut or scored in the CTPB immediately after the base has sufficiently cured to support the weight of operators and sawing equipment. The Contractor will submit a paving plan to the Commissioner that clearly indicates how the base will be placed and how all joints will be constructed. The CTPB joints will be located within one inch of the PCC surface layer joints and to a depth equal to 1/3 of the CTPB thickness. Paving of the permeable base will not begin until the paving plan is accepted by the Commissioner. The duration between batching and placement will be as specified in Section 5.19. of this Detailed Specification.

Compaction of the CTPB is required and will be accomplished by conventional (non-vibratory) steel-wheel rolling, internal vibration/tamping features of the paver, or a combination of the above. The intent of the compaction process is to provide the minimum compactive effort to seat the aggregate/cement mixture to allow sufficient stability to support paving equipment and operators without damaging the CTPB or affecting its permeability. Excessive compaction of the mix is to be avoided. Quality of the CTPB in place will be controlled by the results of split-tensile testing as required by this Specification.

At the direction of the Commissioner, prior to placement of the CTPB, the Contractor will pave a test strip 25' wide and 100' long at a location specified by the Commissioner. After 7-days, split-tensile tests will be conducted on at least six (6) cores taken from the test strip by the Contractor, and tested by the Commissioner in accordance with ASTM C496. Split-tensile tests should also be conducted on 7-day old cylinders from the test mix.

The Contractor will not be allowed to begin placing the PCC layer until the CTPB has obtained split-tensile strengths greater than 65 psi. If the split-tensile tests for the test section do not pass this criterion, the Contractor will make necessary modifications to the mix design and paver, and then place another test section and additional split-tensile tests will be performed. This procedure will be repeated until the Contractor demonstrates that the CTPB that is to be placed will meet the strength requirements of this Specification, and can withstand the passage of construction equipment in the paving process without causing rutting or surface damage which would adversely affect the permeability of the course. Test sections will not be measured for payment and will be considered incidental to this line item.

Layer Thickness

The Contractor will place the CTPB in single lifts of the required thickness as shown in the applicable drawings.

Finishing

Finishing operations will be completed during day time or night time hours, and the completed base course will conform to the required lines, grades, and cross sections. If necessary, the surface will be lightly scarified to eliminate any imprints made by the compaction or shaping equipment. The finishing operations will be completed within 2-hours of the time water is added to the mixture and will produce a smooth, dense surface that is free of surface checking, ridges or loose material.

Surface Tolerance

The finished surface will not vary more than $\frac{3}{8}$ " when tested with a 16' straightedge applied parallel with or at right angles to the centerline of the stabilized area. Any deviation in excess of this amount will be corrected by the Contractor at no cost to the City.

Construction Joints

At the end of each day's construction, a transverse construction joint will be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. Longitudinal joints will be formed by cutting back into the material to form a true vertical edge.

Protection and Curing

Prior to placement of the PCC surface layer, the Commissioner and Contractor will inspect the CTPB to determine if intermediate shrinkage cracks have developed between the sawn or scored joints. All intermediate shrinkage cracks will be covered with a 3' wide approved bond-breaker to prevent the permeable base from bonding to the PCC layer at the location of the shrinkage crack. The bond breaker will consist of one layer of Type 1 polyethylene material, having a thickness of 6-mil and conforming to ASTM D 2104.

The completed CTPB will be cured by sprinkling the surface with a fine spray of water every 2-hours for a period of 8-hours. Curing will start the morning after the base has been placed.

The Contractor will insure that no truck traffic or paving equipment operate directly on the CTPB. Any damage to the CTPB will be removed and replaced by the Contractor at no cost to the City.

5.24.4. Method of Measurement

The quantity of cement-treated permeable base will be measured per cubic yard complete and accepted. Preparation of subgrade and installation of sub-base per Exhibit 3; protection, curing, and sealing will not be measured for payment and will be considered incidental to this line item.

5.24.5. Basis of Payment

This item will be paid at the Contract unit price per cubic yard for cement-treated permeable base at specified depth in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 9 – CEMENT-TREATED PERMEABLE BASE, PER CY

5.25. Removal of Combination Concrete Curb And Gutter B6.12, Installation Of Combination Concrete Curb And Gutter B6.12 – Lines 10-11

5.25.1. Description

These items of Work will consist of the removal of existing combination concrete curb and gutter, and new installation of combination concrete curb and gutter as directed by the Commissioner at various locations.

Removal will include, but not be limited to, saw cutting on each side of existing curb and gutter, a section perpendicular to the sidewalk and pavement; excavation and removal of all existing curb and gutter, steel dowels, joint fillers, sealers, etc.

Installation will include, but not be limited to, forming and finishing combination concrete curb and gutter, restoration of any adjacent disturbed areas as directed by the Commissioner.

5.25.2. Materials

Materials shall meet the requirements of the most recent version of the IDOT-SSRBC and Supplemental revisions for – Section 606

5.25.3. Construction Requirements

Construction shall meet all applicable requirements, including, but not limited to:

- The most recent version of the IDOT-SSRBC and Supplemental revisions– Section 440 for removal of curb and gutter
- The most recent version of the IDOT-SSRBC and Supplemental revisions– Section 606 for placement of curb and gutter

- The most recent version of the CDOT Manual Rules and Regulations for Construction in the Public Way – Sidewalk and ADA Ramps

Material needed to meet IDOT and/or CDOT requirements regarding ADA pavement warning devices, etc. will be paid under an Allowance as set forth on line item 64 of the proposal pages – “Work not included in Contract line items but required to complete the job” – of this Contract and will be provided a modified PO.

5.25.4. Method of Measurement

Removal of Combination Concrete Curb and Gutter B6.12

The quantity of removed combination concrete curb and gutter will be measured per lineal foot of either plain or reinforced concrete as specified and directed by the Commissioner complete and accepted. Restoration of adjacent disturbed areas where installation will not be performed will not be measured for payment and will be considered incidental to this line item.

Installation of Combination Concrete Curb and Gutter B6.12

The quantity of installed combination concrete curb and gutter will be measured per lineal foot of either plain or reinforced concrete as specified and directed by the Commissioner, including variable depth concrete in place complete and accepted. Preparation of subgrade and installation of sub-base per Exhibit 3; protection, dowels, curing and sealing, and restoration of adjacent disturbed areas will not be measured for payment and will be considered incidental to this line item.

5.25.5. Basis of Payment

Removal of Combination Concrete Curb and Gutter B6.12

This item will be paid at the Contract unit price per lineal foot in place complete and accepted; all labor, materials, equipment, tools, restoration, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Installation of Combination Concrete Curb and Gutter B6.12

This item will be paid at the Contract unit price per lineal foot in place complete and accepted; all labor, materials, equipment, tools, restoration, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 10 – REMOVAL OF COMBINATION CONCRETE CURB AND GUTTER B6.12, PER LF

ITEM 11 – INSTALLATION OF COMBINATION CONCRETE CURB AND GUTTER B6.12, PER LF

5.26. Pavement Removal And Replacement with Elastomeric Concrete – Line 12

5.26.1. Description

This item of Work will consist of removing bituminous/PCC pavement to sound substrate at pavement joints and other locations designated by the Commissioner and the placement of elastomeric concrete. This will include, but not be limited to, saw cutting within delineated areas, removal of pavement, cleaning and preparing the areas, and placing elastomeric concrete as recommended by the manufacturer and to the satisfaction of the Commissioner. These repairs are intended to be placed during favorable weather conditions where they are able to receive traffic in an expeditious manner.

5.26.2. Training and Monitoring

The Contractor will provide written verification from the manufacturer that their installers have been trained in installing the specified and approved materials. All costs associated with this certification will not be measured for payment and will be considered incidental to this line item.

5.26.3. Materials

Material will be elastomeric concrete and will be a two-part mixture of sand, fiberglass, and polymers, which meets the following properties:

PROPERTY	VALUE
Compressive strengths (psi) – 2hrs	2,500-7,00
Compressive strengths (psi) – 24hrs	7,000-8,000
Compressive strengths (psi) – 7days	11,000-13,000
Compressive strengths (psi) – 28days	11,000-13,000
PCC Bond strength (psi) ASTM C882-78	3,200-3,500
Compressive strength (psi) ASTM C579-82	11,000-13,000
Flexural strength (psi) ASTM C580-74 (1978)	2,800-3,200
Flexural modulus (psi) ASTM C293-79, C580	.2.0-2.6 x 10 ⁶
Linear shrinkage (%) ASTM C531-81	.02-.08
Thermal Coefficient of Expansion (in./in./F)	1112 x 10 ⁻⁶
Tensile Strength (psi) ASTM C307-77	1,200-1,600

5.26.4. Construction Methods

Elastomeric Concrete

The Elastomeric concrete will be placed in accordance with the manufacturer's recommendations and as directed by the Commissioner.

Acceptable Loading

Under normal working temperatures, elastomeric concrete must accept sufficient loads in 1-hour maximum, per manufacturer's recommendations.

5.26.5. Method of Measurement

Pavement Removal and Replacement with Elastomeric Concrete

The quantity of pavement removed and replaced with elastomeric concrete will be measured per cubic foot in place complete and accepted. Preparation of pavement, protection, curing, sealing, and restoration of disturbed areas will not be measured for payment and will be considered incidental to this line item.

5.26.6. Basis of Payment

This item will be paid at the Contract unit price per cubic foot for pavement removal and replacement with elastomeric concrete complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 12 – PAVEMENT REMOVAL AND REPLACEMENT WITH ELASTOMERIC CONCRETE, PER CF

5.27. Pavement Removal and Replacement with Modified Rapid Strength Epoxy Repair Mortar – Line 13

5.27.1. Description

This item of Work will consist of removing bituminous/PCC pavement to sound substrate below the removed pavement surface at pavement joints and other locations designated by the Commissioner, and the placement of modified rapid strength repair mortar. This will include, but not be limited to, saw

cutting, removal of pavement from within the delineated areas, cleaning and preparing the areas, and placing modified rapid strength repair mortar as recommended by the manufacturer and to the satisfaction of the Commissioner. These repairs are intended to be placed during favorable weather conditions where they are able to receive traffic in an expeditious manner.

5.27.2. Training and Monitoring

The Contractor will provide written verification from the manufacturer that their installers have been trained in installing the specified and approved material. All cost associated with this certification will not be measured for payment and will be considered incidental to this line item.

5.27.3. Materials

Mortar resin will be 2-component medium modulus 100:1 solids, and 100:1 reactive non-shrink epoxy polymer blended with silica or quartz sand mortar resin to create epoxy polymer concrete and will be used as concrete patching material.

The adhesive properties of this unique formulation will provide both chemical and mechanical adhesion creating a monolithic design between the epoxy and the concrete substrate, where structural repairs of concrete aprons that are easily accomplished during either normal or adverse application conditions.

TABLE 1
PHYSICAL PROPERTY

	Normal Cure	Rapid Cure
Tack-Free time, hrs: 32°F (0°C)	-	6.00
Tack-Free time, hrs: 50°F (10°C)	6.00	4.50
Tack-Free time, hrs: 72°F (21°C)	4.75	3.00
Tack-Free time, hrs: 90°F (32°C)	1.50	1.00
Viscosity, poise (neat material)	4-7	4-7
Bond Strength, psi (ASTM C882) 86°F (+30°C)	4,800	4,800
Thermal Compatibility (ASTM C884)	Passes	Passes
Shrinkage (ASTM C883)	Passes	Passes
Compressive Strength, psi (ASTM C579) 77°F (25°C) – 1 day	6,000	6,000
Compressive Strength, psi (ASTM C579) 77°F (25°C) – 3 days	9,500	9,500
Tensile Elongation, % (ASTM D638) 77°F (25°C) - 7 days, mortar	14-16	14-16
Flexural Strength, psi, (ASTM D790) 77°F (25°C) - 7 days, (mortar)	5,000	5,000
Coefficient of Linear Thermal Expansion (ASTM D696) -30°C to +30°C	18.0 x 10 ⁻⁶	mm/mm/°C
Freeze Thaw Resistance (ASTM C666) 300 cycles	Rating 0 No scaling	Rating 0 No scaling
Scale Resistance to De-Icing Chemicals (ASTM C672) - 50 cycles	Rating 0 No scaling	Rating 0 No scaling

5.27.4. Construction Methods

Equipment

All equipment necessary and required for the pavement removal and replacement with modified rapid strength epoxy mortar; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

Areas to be repaired will be delineated by the Commissioner in advance of removal and replacement. The minimum width of such areas will be 4".

5.27.5. Method of Measurement

The quantity of pavement removed and replaced with modified rapid strength epoxy repair mortar will be measured per cubic foot in place complete and accepted. Preparation, protection, curing, sealing, and restoration of disturbed areas will not be measured for payment and will be considered incidental to this line item.

5.27.6. Basis of Pavement

This item will be paid at the Contract unit price per cubic foot for pavement removal and replacement with modified rapid strength epoxy repair mortar complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 13 – PAVEMENT REMOVAL AND REPLACEMENT WITH MODIFIED RAPID STRENGTH EPOXY REPAIR MORTAR, PER CF

5.28. Item 14-16 – Unclassified Excavation

5.28.1. Description

These items of Work will consist of the excavation, compaction of existing subgrade, and disposal of materials within the limits of the Work required for the removal and replacement of airside concrete in accordance with these Specifications and in conformity to the dimensions and typical sections as directed by the Commissioner. These items do not include excavation for underground utilities, structures or pavement removal. The Work under this section is subject to the requirements of the Contract documents.

5.28.2. Materials

Classification

All classification will be as determined and specified by the Commissioner.

5.28.3. Construction Methods

General

The Contractor will inform and satisfy himself as to the character, quantity, and distribution of all material to be excavated. The Commissioner will make final determination of classification of all excavated material.

If the material is to be hauled off-site or determined to be contaminated by the Commissioner it must be disposed of at a licensed site in accordance with all applicable Federal, State, and local laws. Hauling and disposal by a subcontractor does not relieve the Contractor from the responsibility of legal disposal.

The Contractor accepts responsibility for being in compliance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and/or codes currently in effect and as amended through Contract duration and any extensions thereof.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities or similar underground structures, the Contractor will be responsible for and will take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor will notify the Commissioner who will arrange for their removal if necessary. The Contractor will, at its own expense, satisfactorily repair or pay the cost of all damage to such facilities or structures which result from any of the Contractor's or subcontractor's operations through Contract duration and any extensions thereof.

If the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations will be temporarily discontinued. At the direction of the Commissioner, the Contractor

will excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such unexpected encounters will be paid under an Allowance as set forth on line item 64 of the proposal pages – “Work not included in Contract line items but required to complete the job” of this Contract and the Contractor will be provided a modified PO.

Excavations will be carried out to the required lines and grades determined prior to starting Work unless the Commissioner authorizes over-excavation to remove unsuitable materials. Should the Contractor, through negligence or other fault, excavate below the designated lines, he will replace the excavated materials with acceptable materials in an approved manner and condition at no cost to the City.

Excavation

No excavation will begin until the Work has been staked out and cross-sectioned by the Contractor and the Commissioner has received the elevations and measurements of the ground surface. All suitable excavated material will be used in the formation of embankment, subgrade or for other purposes as determined by the Commissioner. All unsuitable material will be properly disposed of off the airport.

If the Contractor encounters an area of suspected contaminated material, the Commissioner will be notified. The Commissioner will perform tests as necessary to determine the degree of contamination and the limits of material to be removed and disposed of as specified herein. Test results will be furnished to the Contractor for his use in securing the necessary permits and licenses for disposal. The Contractor will be responsible for any additional testing required, in obtaining permits for hauling, and appropriate disposal of the contaminated material. Excavation of this material will be to the top of subgrade level only. No undercutting or backfilling will be required unless the proposed subgrade soil is unsuitable.

The grade will be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches will be installed to intercept or divert surface water which may affect the Work.

Undercutting

Unsatisfactory material will be excavated to the depth as determined by the Commissioner.

Compaction Requirements

Subgrade must be compacted to the satisfaction of the Commissioner, which may include but not be limited to:

- Smooth drum roller
- Hand compactors: and/or
- Pneumatic compaction equipment

Finishing and Protection of Subgrade

After the subgrade has been substantially completed, the full width will be conditioned by removing any soft or other unstable material which will not compact properly. The resulting areas and all other low areas, holes or depressions will be brought to grade with suitable select material. Grading will be performed to provide a thoroughly compacted subgrade shaped to the lines and grades as determined by the Commissioner.

Grading of the subgrade will be performed so that it will drain readily. The Contractor will take all precautions necessary to protect the subgrade from damage. The Contractor will limit hauling over the finished subgrade to that which is essential for proper construction purposes.

All ruts or rough places that develop in a completed subgrade will be smoothed and re-compacted at the Contractor's expense.

No sub-base or other paving course will be placed on the subgrade until the Commissioner has accepted the subgrade.

Hauling

All hauling will be considered incidental to the applicable line item. All cost will be considered by the Contractor and included in the Contract unit price for the respective pay line items for Work involved. No payment will be made separately or directly for hauling in any Work performed under this Contract.

Equipment

The Contractor will use any type of earth moving, compaction, and watering equipment it will desire or has at its disposal, provided that the equipment is in satisfactory condition and is of sufficient capacity to perform the Work as specified. Subgrade rollers can be used to smooth surface deviations. In all cases, the Commissioner will determine the adequacy of the equipment. Failure to obtain the specified results or failure to meet the schedule planned by the Contractor and accepted by the Commissioner, due to inadequate equipment will not be cause for delay or additional payment. The Contractor will furnish, operate, and maintain such equipment as is necessary to control density, section, and smoothness of grade.

Tolerances

The top of the subgrade will be of such smoothness that it will not show any deviation more than 1/2". Any deviation more than these amounts will be corrected by loosening, adding, or removing materials; reshaping and re-compacting by sprinkling and rolling or other acceptable method(s).

5.28.4. Method of Measurement

The quantity of unclassified excavation will be measured per cubic yard in its original position complete and accepted. Measurements will not include the quantity of materials excavated without authorization beyond normal slope lines or the quantity of material used for purposes other than those as specified or as directed by the Commissioner.

Note: This Contract includes the removal of unclassified excavation with or without concrete pavement installation, removals or replacements as directed by the Commissioner.

5.28.5. Basis of Payment**Unclassified Excavation – On-Site**

This item will be paid at the Contract unit price per cubic yard for unclassified excavation – O'Hare and Midway complete and accepted; all labor, materials, equipment, tools, on-site hauling, managing of specified material dump site(s), and incidentals necessary to complete the Work item as specified or as directed by Commissioner.

Unclassified Excavation – Off-Site

This item will be paid at the Contract unit price per cubic yard for unclassified excavation – O'Hare and Midway – off-site complete and accepted; all labor, materials, equipment, tools, and material hauling; identifying the number of cubic yards measured in its original position, noting the limits of the area of off-site excavation have been determined by the Commissioner, and legally disposing of materials at a licensed and certified dump site off the Airport as specified or as directed by Commissioner.

The Contractor will test and provide manifests of the material being disposed. Measurements will not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those as specified or as directed by the Commissioner.

Unclassified Excavation – Contaminated Material

This item will be paid at the Contract unit price per cubic yard for unclassified excavation – O'Hare and Midway – contaminated material complete and accepted; all labor, materials, equipment, tools, and material hauling; identifying the number of cubic yards measured in its original position, noting the limits of the area of contamination have been determined by the Commissioner, and legally disposing of materials at a licensed and certified dump site off the Airport as specified or as directed by Commissioner.

The Contractor will test and provide manifests of the material being disposed. Measurements will not include the quantity of materials excavated without authorization beyond normal slope lines or the quantity of material used for purposes other than those as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 14 – UNCLASSIFIED EXCAVATION – ON-SITE, PER CY

ITEM 15 – UNCLASSIFIED EXCAVATION – OFF-SITE, PER CY

ITEM 16 – UNCLASSIFIED EXCAVATION – CONTAMINATED MATERIAL, PER CY

5.29. Aggregate Base Course – Lines 17-20

5.29.1. Description

These items of Work will consist of the placement and compaction, where required, of aggregate base course as specified or as directed by the Commissioner.

5.29.2. Materials

Materials will be in accordance with the IDOT-SSRBC Section 351, latest revisions. The material must be Class D quality or better. The portion of the frost protection material passing a No. 40 sieve must have a plasticity index of not more than 4 when tested in accordance with ASTM D 4318.

5.29.3. Construction Methods

Construction methods shall meet the requirements of IDOT-SSRBC Section 351, latest revisions for both CA-6 and CA-7 with the additional requirements of this Specification for CA-6. Aggregate base course shall be installed as directed by the Commissioner. Recycled concrete aggregate CA-6 will be compacted to 95% of modified proctor.

Note: For Owner Provided Material, the Contractor will be required to maintain the stockpiles when pulling material only when there are no crushing operations occurring. This management would include, at a minimum, a loader to maintain and shape the piles as they are being utilized, and hauling equipment to pick up and deliver materials. The Contractor will be required to provide appropriate means to pick up and deliver owner provided materials from airside stockpiles as necessary, when required, and as determined by the Commissioner.

5.29.4. Method of Measurement

The quantity of aggregate base course will be measured per cubic yard in its final and compacted or uncompacted location to the appropriate designated grade complete and accepted.

5.29.5. Basis of Payment

Contractor Provided Aggregate Base Course – CA-6

This item will be paid at the Contract unit price per cubic yard for Contractor provided CA-6, measured in place complete and accepted; all labor, materials, equipment, tools, hauling, placement, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Owner Provided Recycled Aggregate Base Course – CA-6, O'Hare Only

This item will be paid at the Contract unit price per cubic yard for owner provided CA-6, measured in place complete and accepted; all labor, materials, equipment, tools, hauling, placement, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Owner Provided Recycled Aggregate Base Course – CA-7, O'Hare Only

This item will be paid at the Contract unit price per cubic yard for owner provided CA-7, measured in place complete and accepted; all labor, materials, equipment, tools, hauling, placement, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Owner Provided Recycled Aggregate Capping, O'Hare Only

This item will be paid at the Contract unit price per cubic yard for owner provided aggregate capping, measured in place and accepted; all labor, materials, equipment, tools, hauling, and placement with no

compaction requirements as a capping material, and incidentals for the removal and delivery to the original stockpile located on site as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 17 – CONTRACTOR PROVIDED AGGREGATE BASE COURSE – CA-6, PER CY

ITEM 18 – OWNER PROVIDED RECYCLED AGGREGATE BASE COURSE – CA-6, O'HARE ONLY, PER CY

ITEM 19 – OWNER PROVIDED RECYCLED AGGREGATE BASE COURSE – CA-7, O'HARE ONLY, PER CY

ITEM 20 – OWNER PROVIDED RECYCLED AGGREGATE CAPPING – O'HARE ONLY, PER CY

5.30. Schedule 80 Steel Pipe Bollards with Sleeve Covers – Lines 21-22

5.30.1. Description

These items of Work will consist of furnishing and installing of 8" or 12" diameter schedule 80 steel pipe bollards with yellow bollard sleeve covers at specified locations as required during other Work or as directed by the Commissioner.

5.30.2. Materials

Each bollard will be fabricated from 8" or 12" nominal diameter schedule 80 steel pipe to 7' minimum length. The bollard surfaces will be prepared to "Steel Structures Painting Council" (SSPC)-3 specifications in strict accord with the recommendations set forth in "Surface Preparation Specifications" as issued by the SSPC, latest issue. All bollards will be manufacturer prime-coated with rust inhibitive zinc primer to conform to SSPC Paint Specification #20 for zinc rich primers. Zinc dust is to meet ASTM D520, Type II. Each completed bollard will be covered with a 1/4" wall-thickness yellow bollard sleeve cover with dome top constructed from Low-Density polyethylene thermoplastic (LDPE), ultra-violet resistance, and contain anti-static properties. The Surface of cover must be smooth with round top; ribbed or two-piece systems will not be accepted. The bollard cover will be secured with manufacturer's supplied neoprene adhesive tape; screws, glue or clamping will not be accepted.

5.30.3. Construction Methods

Equipment

All equipment necessary and required for the installation of 8" or 12" diameter schedule 80 steel pipe bollards with yellow sleeve covers; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

Installation

The Contractor will install the bollards plumb and at 48" above grade. At the Contractor's discretion, the bollards may be cast in place (in new pavement), placed in a 20" diameter drilled cores or 20"X20" square saw cuts into new or existing pavement as determined by the Contractor and accepted by the Commissioner. When cored or saw cut into new or existing pavement, the Contractor shall be responsible for repairs of damage to adjacent pavement caused by the installation process. The Commissioner shall determine if damages were caused due to the Contractor's negligence.

The Contractor will place PCC in the spaces between the pavement core or square saw cut and the existing pavement and place a 1" expansion joint and sealant where the new bollard PCC meets existing pavement; fill the bollard with PCC flush to the top and securely install the bollard sleeve cover.

5.30.4. Method of Measurement

The quantity of 8" or 12" diameter schedule 80 steel pipe bollards with yellow sleeve cover will be measured per each in place complete and accepted. Preparation of pavement, coring, saw cutting, protection, curing, sealing, and restoration of disturbed areas will not be measured for payment and will be considered incidental to this line item.

5.30.5. Basis of Payment

This item will be paid at the Contract unit price per each for 8" or 12" diameter schedule 80 steel pipe bollard and sleeve cover, delivered in place complete and accepted; all labor, material, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 21 – 8" SCHEDULE 80 STEEL PIPE BOLLARDS WITH SLEEVE COVERS, PER EA

ITEM 22 – 12" SCHEDULE 80 STEEL PIPE BOLLARDS WITH SLEEVE COVERS, PER EA

5.31. Perforated and Non-Perforated Underdrain Pipe – Lines 23-26

5.31.1. Description

These items of Work will consist of the installation of 8" or 12" underdrain pipe (perforated or non-perforated) in accordance with these Specifications and in reasonably close conformity with the lines and grades as directed by the Commissioner.

5.31.2. Materials

General

Materials will meet the requirements for schedule 40 pipe ASTM D 1784.

Mortar

Mortar will consist of 1-part Portland cement and 2-parts sand. The Portland cement will conform to the requirements of ASTM C 150, Type 1. The sand will conform to the requirements of ASTM C 144.

Compression Joints

Material for compression joints for the PVC pipe will meet the requirements of ASTM C 425.

Porous Backfill

Porous backfill will conform to requirements of the IDOT-SSRBC for CA-7.

Geotextile Fabric

Geotextile fabric will conform for use with perforated pipe underdrains. The knitted fabric envelope will be an approved continuous one-piece knitted polyester material that fits over the pipe underdrain like a sleeve. The fabric will be knitted of continuous 150-denier polyester yarn and will be free from any chemical treatment or coating that might significantly reduce porosity and permeability.

5.31.3. Construction Methods

Equipment

All equipment necessary and required for the 8" or 12" underdrain pipe, perforated and/or non-perforated; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

Excavation

The minimum invert of the proposed underdrains is 48" and typically ranged to 72". The width of the pipe trench will be sufficient to permit satisfactory jointing of the pipe and through tamping of the bedding material under and around the pipe, but will not be less than the external diameter of the pipe plus 6" on each side. The trench walls will be approximately vertical.

Where rock, hardpan or other unyielding material is encountered it will be removed below the foundation grade for a depth of at least 4". The excavation below grade will be backfilled with select fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 6" in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil will be removed and replaced with CA-6 for the full trench width. The Commissioner will determine the depth of removal necessary. The granular material will be compacted

to provide adequate support for the pipe. Excavation will not be measured for payment and will be considered incidental to the applicable line items.

In the event excavation is carried below the required depth through fault, the Contractor will backfill and compact with acceptable material to the density of surrounding earth as acceptable to the Commissioner at no cost to the City. Backfill will not be measured for payment and will be considered incidental to the applicable line items.

The bed for the pipe will be so shaped that at least the lower quarter of the pipe will be in continuous contact with the bottom of the trench. Spaces for the pipe bell will be excavated accurately to size to clear the bell so that the barrel supports the entire weight of the pipe.

The Contractor will provide trench bracing, sheathing or shoring as necessary to perform and protect the excavation as required for safety and conformance to governing laws. Unless otherwise provided, the bracing, sheathing or shoring will be removed by the Contractor after the completion of the backfill to at least 12" over the top of the pipe. The sheathing or shoring will be pulled as the granular backfill is placed and compacted to avoid any unfilled spaces between the trench wall and the backfill material. Bracing, sheathing or shoring, and the removal of same will not be measured for payment and will be considered incidental to the applicable line items.

Laying and Installing Pipe

The laying of the underdrain pipe in the prepared trench will be started at the lowest point and laid upgrade. When bell and spigot pipe is used the bell will be laid upgrade. If tongue and groove pipe is used the groove end will be laid upgrade. Holes in perforated pipe will be placed down unless directed otherwise by the Commissioner. The pipe will be firmly and accurately set to line and grade so that the invert will be smooth and uniform. Pipe will not be laid on frozen ground.

Pipe which is not true in alignment or which shows any settlement after installation will be removed and reinstalled at the Contractor's expense and to the satisfaction of the Commissioner.

All Types of Pipe

The upgrade end of pipes not terminating in a structure will be plugged or capped as acceptable to the Commissioner.

A 4" bed of granular backfill material will be spread in the bottom of the trench throughout the entire length under all perforated pipe underdrains.

Pipe outlets for the underdrains will be constructed when required as directed by the Commissioner. The pipe will be laid with tight-fitting joints. All connections to other drainage pipes or structure will be made as required and in a satisfactory manner. If connections are not made to other pipes or structures, the outlets will be protected and constructed as directed by the Commissioner.

Mortar

Mortar will be of the desired consistency for making connections to other pipes or to structures only. Mortar that is not used within 45-minutes after water has been added will be discarded. Re-tempering of mortar will not be permitted.

Backfilling with Granular Material

The placement of granular backfill in the trench and about the pipe will be as directed by the Commissioner. Special care will be taken in placing the backfill. The backfill will be placed in loose layers not exceeding 6" in depth and compacted by hand and pneumatic tampers to the requirements as given for each backfill. Backfilling will be done in a manner to avoid injurious top or side pressure on the pipe or damage to the filter fabric. The granular backfill will be made to the elevation of the trench, as directed by the Commissioner.

When perforated pipe is specified, granular backfill material will be placed along the full length of the pipe. The position on the granular material will be as directed by the Commissioner.

When porous backfill is to be placed in paved or adjacent areas prior to the completion of grading or subgrade operations, the entire porous backfill will be enveloped in geotextile fabric. The backfill material will be placed immediately after laying the pipe. The depth of this granular backfill will be not less than 12" measured from the top of the underdrains. During subsequent construction operations, the minimum backfill of 12" will not be disturbed until the underdrains are to be completed. When the underdrains are to be completed, any unsuitable material will be removed until the porous backfill is exposed. That portion of porous backfill which contains objectionable material will be removed and replaced with the suitable material at the Contractor's expense.

Whenever a granular sub-base blanket course is to be used under pavements, which extends several feet beyond the edge of paving to the outside edge of the underdrains trench, the granular backfill material over the underdrains will be placed in the trench up to an elevation of 2" above the bottom surface of the granular sub-base blanket course. Immediately prior to the placing of the granular sub-base blanket course, the Contractor will blade this excess trench backfill from the top of the trench onto the adjacent subgrade where it can be incorporated into the granular sub-base blanket course. Any unsuitable material which remains over the underdrains trench will be removed and replaced. The sub-base material will be placed to provide clean contact between the sub-base material and underdrains granular backfill material for the full width of the underdrains trench.

Connections

When the Commissioner requires connections to existing or proposed pipe or structures, these connections will be watertight and made so that a smoother uniform flow line will be obtained throughout the drainage system.

Cleaning and Restoration

After the backfill is completed, the Contractor will dispose of all surplus material, dirt, and rubbish from the Work site. Except for paved areas of the Airport, the Contractor will restore all disturbed areas to their original condition. Disposal, cleaning, and restoration of the Work site will not be measured for payment and will be considered incidental to the applicable line items.

5.31.4. Method of Measurement

The quantity of 8" or 12" underdrain pipe, perforated and/or non-perforated will be measured per linear foot in place complete and accepted; measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. All fittings will be included in the footage measurements as typical pipe sections in the pipeline being measured. Preparation, excavation, disposal of excavation, and restoration of disturbed areas will not be measured for payment and will be considered incidental to this line item.

Note: Granular backfill and geotextile fabric will not be measured for payment and will be considered incidental to the applicable line items.

5.31.5. Basis of Payment

These items will be paid at the Contract unit price per linear foot for 8" or 12" underdrain pipe, perforated and/or non-perforated of the type, class, and size designated measured in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 23 – UNDERDRAIN PIPE – 8" PVC PERFORATED, PER LF

ITEM 24 – UNDERDRAIN PIPE – 8" PVC NON-PERFORATED, PER LF

ITEM 25 – UNDERDRAIN PIPE – 12" PVC PERFORATED, PER LF

ITEM 26 – UNDERDRAIN PIPE – 12" PVC NON-PERFORATED, PER LF

5.32. Precast Concrete Structure Adjustments (Electrical Manhole, Manhole, Handhole, Inlet and Catch Basin), and Reconstruction of Precast Concrete Structures – Lines 27-32

5.32.1. Description

These items of Work will consist of the adjustment of precast concrete structures; electrical manholes, manholes, handholes, inlets and catch basins, and/or the reconstruction of precast concrete structures, in accordance with these Specifications at the specified locations and conforming to the lines and grades as required during other Work or as directed by the Commissioner. The Work under this section is subject to the requirements of the Contract Documents.

5.32.2. Materials

Concrete

Plain and reinforced concrete used in structures, structure cones, connections of pipes with structures, and the support of structures or frames must conform to the requirements in Exhibit 3 of this Specification.

Frames, Covers, and Grates

The castings must conform to one of the following requirements as appropriate:

- Gray iron castings will meet the requirements of ASTM A 48, Class 30B and 35B.
- Malleable iron castings will meet the requirements of ASTM A 47.
- Structural steel for grates and frames will conform to the requirements of ASTM A 283, Grade D.
- Ductile iron castings will conform to the requirements of ASTM A 536.
- Austempered ductile iron castings will conform to the requirements of ASTM A 897.

Each frame, cover, and/or grate unit will be provided with fastening members per the manufacturer(s) to prevent them from being dislodged by traffic but which will allow easy removal for access to the structure.

Frames, covers, and/or grates must be rated "Heavy Duty Airport Use" a minimum 100,000-pound live load as directed by the Commissioner.

All castings will be thoroughly cleaned. After fabrication, structural steel units will be galvanized to meet the requirements of ASTM A 123.

Frames, covers, and grates will be as indicated and directed by the Commissioner:

1. Cleaned and reused.
2. Use frame provided by CDA.
3. Provide a new frame, cover, and/or grate to be paid under an Allowance as set forth on line item 64 of the proposal pages – "Work not included in Contract line items but required to complete the job" of this Contract and will be provided a modified PO.

Bedding Material

The Bedding material will conform to the requirements the IDOT-SSBRC for CA-6.

5.32.3. Construction Methods

Equipment

All equipment necessary and required for the adjustment of precast concrete structures; electrical manholes, manholes, handholes, inlets and catch basins, and the reconstruction of precast concrete structures; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

Unclassified Excavation

The Contractor will excavate for structures and structure footings to the lines and grades or elevations determined by the Contractor in the field and approved by the Commissioner. The excavation must be of sufficient size to permit the placing of the full width and length of the structure or structure footings. The Commissioner may provide changes in dimensions or elevations of footings necessary to secure a satisfactory foundation.

Boulders, logs or any other objectionable material encountered in excavation will be removed. All rock or other hard foundation material will be cleaned of all loose material and cut to a firm surface either level stepped or serrated as directed by the Commissioner. All seams or crevices will be cleaned out and grouted. All loose and disintegrated rock and thin strata will be removed. When concrete is to rest on a surface other than rock, special care will be taken not to disturb the bottom of the excavation, and excavation to final grade will not be made until just before the concrete or reinforcing is to be placed.

The Contractor will provide all bracing, sheathing, and/or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to applicable laws. Bracing, sheathing, and/or shoring will not be measured for payment and will be considered incidental to this line item.

Unless otherwise directed, bracing, sheathing, and/or shoring involved in the construction of this item will be removed by the Contractor after the completion of the structure. Removal will be affected in a manner which will not disturb or mar finish masonry. Bracing, sheathing or shoring, and the removal of same will not be measured for payment and will be considered incidental to the applicable line items.

After each excavation is completed, the Contractor will notify the Commissioner to allow for inspection. Concrete or reinforcing steel will be placed only after the Commissioner has reviewed the depth of the excavation, the character of the foundation material, and has reviewed the bearing capacity results supplied by the Contractor.

Precast Concrete Structures

Precast concrete structures will be constructed on prepared or previously placed slab foundations and will conform to the dimensions and locations determined by the Contractor in the field and approved by the Commissioner. All precast concrete cones and/or pipe sections necessary to build a completed structure will be furnished. The different sections will fit together readily and all jointing and connections will be cemented with mortar. The top of the upper precast concrete cone or pipe member will be suitably formed and dimensioned to receive the metal frame, cover or grate or another cap as required. Provision will be made for any connections for lateral pipe, including drops and leads that will be installed in the structure. The flow lines will be smooth, uniform, and cause minimum resistance to flow.

Placement and Treatment of Castings, Frames, and Fittings

Castings, frames, and fittings must be placed in the positions as directed by the Contractor in the field and approved by the Commissioner and will be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts must be in place and position before the concrete or mortar is placed. The unit will not be disturbed until the mortar or concrete has set.

When frames or fitting are to be placed upon previously constructed masonry, the bearing surface or masonry will be brought true to line and grade and will set on even bearing surface in order that the entire face or back of the unit will come in contact with the masonry. The unit will be set in mortar beds and anchored to the masonry determined by the Contractor in the field and approved by the Commissioner. All units will be set firm and secure.

Adjustment of Structures

Precast concrete structure adjustments of electrical manholes, manholes, handholes, inlets, and/or catch basins requiring vertical adjustments will be brought to proposed grade by casting adjustment including frame and lid to final grade.

Existing frames and covers will be reused or a new equivalent heavy-duty frame and/or cover, as directed by the Commissioner, will be purchased and installed under an Allowance as set forth on line item 64 of the proposal pages – “Work not included in Contract line items but required to complete job” of this Contract and will be provided a modified PO.

Backfilling

Structures will be backfilled with Trench Backfill per Exhibit 3 as specified or as directed by the Commissioner.

Backfill will not be measured for payment and will be considered incidental to these line items.

Cleaning and Restoration of Site

After the backfill is completed, the Contractor will dispose of all surplus material, dirt, and rubbish from the site. The Contractor will restore all disturbed areas to their original condition.

After all Work is completed, the Contractor will remove all tools and equipment, leaving the entire site free, clear and in good condition. Cleaning and restoration of the Work site will not be measured for payment and will be considered incidental to these line items.

5.32.4. Method of Measurement

The quantity of precast concrete structure adjustments; electrical manhole, manhole, hand hole, inlet, and catch basin will be measured per each in place complete and accepted. Preparation, protection, curing, sealing, and restoration of disturbed areas will not be measured for payment and will be considered incidental to the respective line items.

5.32.5. Basis of Payment

These items will be paid at the Contract unit price per each in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 27 – PRECAST CONCRETE STRUCTURE ADJUSTEMENTS – ELECTRICAL MANHOLE, PER EA

ITEM 28 – PRECAST CONCRETE STRUCTURE ADJUSTMENTS – MANHOLE, PER EA

ITEM 29 – PRECAST CONCRETE STRUCTURE ADJUSTMENTS – HAND HOLE, PER EA

ITEM 30 – PRECAST CONCRETE STRUCTURE ADJUSTMENTS – INLET, PER EA

ITEM 31 – PRECAST CONCRETE STRUCTURE ADJUSTMENTS – CATCH BASIN, PER EA

ITEM 32 – RECONSTRUCTION OF PRECAST CONCRETE STRUCTURE, PER EA

5.33. Installation of Precast Concrete Structures (Manhole, Inlet, Inspection Hole, and Catch Basin) – Lines 33-39

5.33.1. Description

These items of Work will consist of the installation of precast concrete structures (manhole, inlet, inspection hole, and catch basin) in accordance with these Specifications at the specified locations and conforming to the lines, grades, and dimensions as directed by the Commissioner. The Work under this section is subject to the requirements of the Contract Documents.

5.33.2. Materials

Concrete

Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames must conform to the requirements of Exhibit 3 of this Specification.

Precast Concrete Manhole Rings

Precast concrete manhole rings must conform to the requirements of ASTM C 478. Precast concrete section risers must conform to ASTM C 76, Class IV. Unless otherwise specified, the risers and offset cone sections must have an inside diameter of not less than 36" nor more than 48".

Frames, Covers, and Grates

The castings must conform to one of the following requirements as appropriate:

- Gray iron castings must meet the requirements of ASTM A 48, Class 30B and 35B
- Malleable iron castings must meet the requirements of ASTM A 47
- Steel castings must meet the requirements of ASTM A 27
- Structural steel for grates and frames must conform to the requirements of ASTM A 283, Grade D
- Ductile iron castings must conform to the requirements of ASTM A 536
- Austempered ductile iron castings must conform to the requirements of ASTM A 897

Each frame, cover, and/or grate unit must be provided with fastening members, per the manufacturer(s) to prevent them from being dislodged by traffic but which must allow easy removal for access to the structure.

Frames, covers, and/or grates must be rated "Heavy Duty Airport Use" a minimum 100,000-pound live load as directed by the Commissioner.

Castings must be thoroughly cleaned. After fabrication, structural steel units must be galvanized to meet the requirements of ASTM A 123.

All frame and covers will be new.

Acceptable manufacturers:

- Neenah Foundry Company
- East Jordan Iron Works, Inc.
- Campbell Foundry

Steps and Ladders

All steps or ladder bars must be aluminum. The steps or ladders must be the size, length, and shape shown or as directed by the Commissioner. Portions in contact with concrete or mortar should be painted.

Steel Reinforcement

Reinforcing bars must conform to the requirements of ASTM A 615, Grade 60.

Non-Shrink Grout

Non-shrink grout must conform to the requirements of the IDOT-SSRBC Section 1024 latest edition and meet the approval of the Commissioner.

Epoxy Concrete Adhesive

The epoxy concrete adhesive must conform to the requirements of the IDOT-SSRBC Section 1025.01, latest edition and meet the approval of the Commissioner.

5.33.3. Construction Methods

Equipment

All equipment necessary and required for the installation of precast concrete structures (manhole, inlet, inspection hole, and catch basin); in accordance with these Specifications at the specified locations will

be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

Unclassified Excavation

The Contractor shall excavate for structures and structure footings to the lines, grades or elevations determined by the Contractor in the field and approved by the Commissioner. The excavation must be of sufficient size to permit the placing of the full width and length of the structure or structure footings. The Commissioner may provide changes in dimensions or elevations of footings necessary to secure a satisfactory foundation.

Boulders, logs or any other objectionable material encountered in excavation will be removed. All rock or other hard foundation material will be cleaned of all loose material and cut to a firm surface either level stepped or serrated as directed by the Commissioner. All seams or crevices will be cleaned out and grouted. All loose and disintegrated rock and thin strata will be removed. When concrete is to rest on a surface other than rock, special care will be taken not to disturb the bottom of the excavation, and excavation to final grade will not be made until just before the concrete or reinforcing is to be placed.

The Contractor will provide all bracing, sheathing, and/or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to applicable laws. Bracing, sheathing, and/or shoring will not be measured for payment and will be considered incidental to these line items.

Unless otherwise directed, bracing, sheathing, and/or shoring involved in the construction of these items will be removed by the Contractor after the completion of the structure. Removal will be affected in a manner which will not disturb or mar finish masonry. Bracing, sheathing or shoring, and the removal of same will not be measured for payment and will be considered incidental to the applicable line items.

After each excavation is completed, the Contractor will notify the Commissioner to allow for inspection. Concrete or reinforcing steel will be placed only after the Commissioner has reviewed the depth of the excavation, the character of the foundation material and has reviewed the bearing capacity results supplied by the Contractor.

Precast Concrete Structures

Precast concrete structures must be designed to support aircraft loading and meet the standard specifications as detailed in Exhibit 3.

Precast concrete pipe structures must be constructed on prepared or previously placed slab foundations. All precast concrete pipe sections necessary to build a completed structure must be furnished. The different sections must fit together readily, and all jointing and connections must be cemented with mortar or watertight gasket/cement material as specified. The top of the upper precast concrete pipe member must be suitably formed and dimensioned to receive the metal frame and cover or grate, or another suitable cap, as required. Provision must be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. Penetrations for pipe connections must be sized to accommodate the type of sealing mechanism specified. The flow lines must be smooth, uniform, and cause minimum resistance to flow. The metal steps which are embedded or built into the side walls must be aligned. When a metal ladder replaces the steps, it must be securely fastened into position as directed by the Commissioner.

The Contractor must submit stamped shop drawings of each proposed structure for review by the Commissioner.

Placement and Treatment of Castings, Frames, and Fittings

All castings, frames, and fittings must be placed in the positions as directed by the Commissioner and must be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts must be in place and position before the concrete or mortar is placed. The unit must not be disturbed until the mortar or concrete has set.

When frames or fittings are to be placed upon previously constructed masonry, the bearing surface or masonry must be brought true to line and grade and must present an even bearing surface in order that the entire face or back of the unit will come in contact with the masonry. The unit must be set in mortar beds and anchored to the masonry as directed and approved by the Commissioner. All units will be set firm and secure.

Adjustment of Structures

Precast concrete structures requiring vertical adjustment must be brought to proposed grade by either adding or removing concrete adjustment rings as required. Mortar must be placed between each layer of adjusting rings and must be composed of 1-part masonry cement to 3-parts sand by volume. Frames must be set firm, secure, true to line, and to the correct elevations.

When precast concrete structure adjusting rings are used to adjust frames to proposed or new elevation, no more than 4-rings may be used. Total adjustment must be no more than 12".

All frames and covers must be rated "Heavy Duty Airport Use", capable of supporting 100,000-pounds live load as directed by the Commissioner.

Existing underdrain inspection holes must have their existing frames and grates adjusted to the proposed pavement elevations. The adjustment must include the breakout of the existing structure to a depth of at least 12" below the existing grade. Drilling and grouting reinforcing bars, application of an epoxy concrete adhesive, setting new frames and covers and extending the inspection hole to the proper elevation and the placement of PCC to the dimensions of the existing structure and to the proper elevation.

Backfilling

Precast concrete structures will be backfilled per Exhibit 3 and as directed by the Commissioner.

Backfill will not be measured for direct payment and will be considered incidental to the applicable line items.

5.33.4. Method of Measurement

The quantity of installed precast concrete structures (manhole, inlet, inspection hole, and catch basin) will be measured per each in place complete and accepted. Preparation, protection, curing, sealing, backfill, and restoration of disturbed areas will not be measured for payment and will be considered incidental to the applicable line items.

5.33.5. Basis of Payment

These items will be paid at the Contract unit price per each in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 33 – INSTALLATION OF PRECAST CONCRETE STRUCTURES, 48"-60" MANHOLE – COMPLETE, PER EA

ITEM 34 – INSTALLATION OF PRECAST CONCRETE STRUCTURES, 72"-84" MANHOLE – COMPLETE, PER EA

ITEM 35 – INSTALLATION OF PRECAST CONCRETE STRUCTURES, 96" MANHOLE – COMPLETE, PER EA

ITEM 36 – INSTALLATION OF PRECAST CONCRETE STRUCTURES, INSPECTION HOLE – COMPLETE, PER EA

ITEM 37 – INSTALLATION OF PRECAST CONCRETE STRUCTURES, 3'X3' OR 4'X4' CATCH BASIN – COMPLETE, PER EA

ITEM 38 – INSTALLATION OF PRECAST CONCRETE STRUCTURES, 5'X5' OR 6'X6' CATCH BASIN – COMPLETE, PER EA

ITEM 39 – INSTALLATION OF PRECAST CONCRETE STRUCTURES, 24"X36" INLET – COMPLETE, PER EA

5.34. Adjustment of Fuel Hydrant Pits – Line 40

5.34.1. Description

This item of Work will consist of the adjustment of fuel hydrant pits at specified locations as required during other Work or as directed by the Commissioner. The Work under this section is subject to the requirements of the Contract Documents.

5.34.2. Construction Methods

Equipment

All equipment necessary and required for the adjustment of fuel hydrant pits; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

The Contractor shall furnish all materials necessary and required for the proper adjustment of fuel hydrant pits, including where necessary, isolation of existing 2" - 8" fuel lines, lockout and draining of fuel lines prior to adjustments, reestablishment and connections of fuel lines where required in accordance with these Specifications.

All Work shall follow the standards and latest editions of ANSI-ASME B31.3, NFPA 30, NFPA 101, and NFPA 407 as applicable and acceptable to the Commissioner before construction operations begin.

Adjustment of Structures

Fuel hydrant pits requiring vertical adjustment will be brought to proposed grade by casting adjustment including frame and lid to final grade.

Backfilling

Where applicable, fuel hydrant pits will be backfilled per Exhibit 3 of this Specification or as directed by the Commissioner.

Backfill will not be measured for payment and will be considered incidental to this line item.

Cleaning and Restoration

After adjustment and applicable backfill is completed, the Contractor will dispose of all surplus material, dirt, and rubbish from the site. The Contractor will restore all disturbed areas to their original condition.

After all Work is completed, the Contractor will remove all tools and equipment, leaving the entire site free, clear and in good condition. Cleaning and restoration of site will not be measured for payment and will be considered incidental to this line item.

5.34.3. Method of Measurement

The quantity of adjustment of fuel hydrant pits as required during other Work or as directed by the Commissioner will be measured per each complete and accepted. Restoration of area, necessary 2" - 8" fuel line adapters and connections, granular backfill, geotextile fabric, etc., will not be measured for payment and will be considered incidental to this line item.

5.34.4. Basis of Payment

This item will be paid at the Contract unit price per each complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 40 – ADJUSTMENT OF FUEL HYDRANT PITS, PER EA

5.35. Removal of Fuel Hydrant Pits – Line 41

5.35.1. Description

This item of Work will consist of the removal of fuel hydrant pits at specified locations as required during other Work or as directed by the Commissioner. The Work under this section is subject to the requirements of the Contract Documents.

5.35.2. Construction Methods

Equipment

All equipment necessary and required for the removal of fuel hydrant pits; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

The Contractor shall furnish all materials necessary and required for the proper removal of fuel hydrant pits, including isolation of existing fuel line(s), lockout, draining, and capping of fuel line(s) prior to removal and in accordance to these Specifications.

The Contractor shall de-gas, cold cut using spark resistant cutting tools, cap remaining fuel line(s), and remove and dispose of fuel hydrant pits at an approved dumpsite, recycling facility or as directed by the Commissioner.

All Work shall follow the standards and latest editions of ANSI-ASME B31.3, NFPA 30, NFPA 101, and NFPA 407 as applicable and acceptable to the Commissioner before construction operations begin.

5.35.3. Method of Measurement

The quantity of removal of fuel hydrant pits as required during other Work or as directed by the Commissioner will be measured per each complete and accepted. Restoration of area, cut and cap of existing 2" - 8" fuel line(s), granular backfill, geotextile fabric, etc., will not be measured for payment and will be considered incidental to this line item.

5.35.4. Basis of Payment

This item will be paid at the Contract unit price per each complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 41 – REMOVAL OF FUEL HYDRANT PITS, PER EA

5.36. Installation of Fuel Hydrant Pits – Line 42

5.36.1. Description

This item of Work will consist of the installation of fuel hydrant pits (Cavotec Dabico or equal) at specified locations as required during other Work or as directed by the Commissioner. The Work under this section is subject to the requirements of the Contract Documents.

5.36.2. Construction Methods

Equipment

All equipment necessary and required for the installation of fuel hydrant pits; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

The Contractor shall furnish all materials necessary to install fuel hydrant pits complete with applicable 2" - 8" fuel lines, adapters, and connections, including but not limited to, cathodic protection - National Association of Corrosion Engineers (NACE Standard RP-10-69); testing and flushing fuel hydrant systems as per ATA Standards. All Work shall follow the standards and latest editions of ANSI-ASME B31.3, NFPA 30, NFPA 101, and NFPA 407 as applicable and acceptable to the Commissioner before construction operations begin.

Frames and covers must be rated "Heavy Duty Airport Use" a minimum 100,000-pound live load as directed by the Commissioner.

The Contractor shall utilize an independent testing laboratory for quality control testing and inspection of fuel hydrant pit pipe coatings, backfill materials, compaction, and radiography as specified and required.

5.36.3. Method of Measurement

The quantity of installed fuel hydrant pits as required during other Work or as directed by the Commissioner will be measured per each complete and accepted. Restoration of area, applicable 2" - 8" fuel lines, adapters, connections and covers, granular backfill, geotextile fabric, etc., will not be measured for payment and will be considered incidental to this line item.

5.36.4. Basis of Payment

This item will be paid at the Contract unit price per each in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 42 – INSTALLATION OF FUEL HYDRANT PITS, PER EA

5.37. Removal of Fuel Hydrant Pit Line, Installation of Fuel Hydrant Pit Line – Lines 43-45

5.37.1. Description

These items of Work will consist of the removal and/or installation of applicable 6" or 8" fuel hydrant pit lines (Cavotec Dabico or equal) and appurtenances at specified locations as required during other Work or as directed by the Commissioner. The Work under this section is subject to the requirements of the Contract Documents.

5.37.2. Construction Methods

Equipment

All equipment necessary and required for the removal and/or installation of 6" or 8" fuel hydrant pit lines (Cavotec Dabico or equal) and appurtenances at specified locations; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

The Contractor shall furnish all materials necessary to install 6" or 8" fuel hydrant pit lines complete with welds, adapters, and connections, including but not limited to, cathodic protection and granular backfill; National Association of Corrosion Engineers (NACE Standard RP-10-69); testing and flushing fuel hydrant systems as per Airlines for American (A4A) Standards.

All Work shall follow the standards and latest editions of ANSI-ASME B31.3, NFPA 30, NFPA 101, and NFPA 407 as applicable and acceptable to the Commissioner.

Materials

The Contractor shall furnish all materials, equipment, and labor necessary to remove and/or install 6" or 8" fuel hydrant pit lines; isolation of existing fuel lines, lockout and draining of fuel lines prior to removal in accordance with the standards and latest editions of ANSI-ASME B31.3, NFPA 30, NFPA 101, NFPA 407, and A4A standards as applicable and acceptable to the Commissioner.

Methods

The Contractor shall de-gas and cold cut using spark resistant cutting tools, cap existing, and remove and dispose of fuel hydrant pit lines at an approved dumpsite, recycling facility or as directed by the Commissioner.

All Work shall follow the standards and latest editions of ANSI-ASME B31.3, NFPA 30, NFPA 101, and NFPA 407 as applicable and acceptable to the Commissioner before construction operations begin.

The Contractor shall utilize an independent testing laboratory for quality control testing and inspection of fuel hydrant pit pipe coatings, backfill materials, compaction, and radiography as specified and required.

5.37.3. Method of Measurement

Removal of Fuel Hydrant Pit Line – 6" or 8"

The quantity of removed fuel hydrant pit line as required during other Work or as directed by the Commissioner will be measured per lineal foot complete and accepted. Excavation, isolation and capping of existing 6" or 8" fuel line(s), restoration of area, aggregate/granular backfill, geotextile fabric, etc., will not be measured for payment and will be considered incidental to this line item.

Installation of Fuel Hydrant Pit Line – 6"

The quantity of installed fuel hydrant pit line will be measured per lineal foot complete and accepted. Excavation, installation of 6" fuel line, adapters, connections, restoration of area, granular backfill, geotextile fabric, etc., will not be measured for payment and will be considered incidental to this line item.

Installation of Fuel Hydrant Pit Line – 8"

The quantity of installed fuel hydrant pit line will be measured per lineal foot complete and accepted. Excavation, installation of 8" fuel line, adapters, connections, restoration of area, granular backfill, geotextile fabric, etc., will not be measured for payment and will be considered incidental to this line item.

5.37.4. Basis of Payment

Removal of Fuel Hydrant Pit Line – 6" or 8"

This item will be paid at the Contract unit price per lineal foot complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Installation of Fuel Hydrant Pit Line – 6"

This item will be paid at the Contract unit price per lineal foot in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Installation of Fuel Hydrant Pit Line – 8"

This item will be paid at the Contract unit price per lineal foot in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 43 – REMOVAL OF FUEL HYDRANT PIT LINE – 6" or 8", PER LF

ITEM 44 – INSTALLATION OF FUEL HYDRANT PIT LINE – 6", PER LF

ITEM 45 – INSTALLATION OF FUEL HYDRANT PIT LINE – 8", PER LF

5.38. Various Storm Drain Pipe – Lines 46-52

5.38.1. Description

These items of Work will consist of the construction of storm drains and sewers in accordance with these Specifications and in reasonably close conformity with the lines and grades as specified or as directed by the Commissioner.

References

- ASTM C 76 – Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- ASTM C 425 – Standard Specification for Compression Joints for Vitrified Clay Pipe and Fittings
- ASTM C 443 – Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets

- ASTM C 700 – Standard Specification for Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated
- ASTM C 923 – Standard Specification for Resilient Connectors between Reinforced Concrete Manhole Structures, Pipes, and Laterals

5.38.2. Materials

General

The pipe must be the type and class in accordance with the following requirements as applicable:

- For pipe sizes 15-inches or smaller, use Extra Strength Vitrified Clay Pipe – ASTM C 700
- For pipe sizes 16-inches or larger, use Reinforced Concrete Pipe – ASTM C 76, Class IV

Concrete

Concrete for pipe cradles must conform to the requirements of Exhibit 3 of this Specification.

Gaskets

Gaskets for rigid pipe must conform to the requirements of ASTM C 443. Gaskets must be consistent with oil, fuel JP8, propylene glycol, urea, and potassium acetate. A swelling test based on Methods 6001 and 6211 of Federal Standard 601 must be used. When the latter method is used with No. 3 oil for 70-hours at 212° F., the swelling must not exceed 100% by volume. Gaskets must meet the low temperature brittleness requirement of ASTM D 2137 Standard Test Method for Rubber Property – Brittleness Point of Flexible Polymers and Coated Fabric.

Mortar

Mortar for pipe to pipe wyes and connections to other drainage structures must consist of 1-part Portland cement and 2-parts sand. The Portland cement must conform to the requirements of ASTM C 150, Type I. The sand must conform to the requirements of ASTM C 144. Hydrated lime meeting the requirements of ASTM C 206 may be added to the mixture of sand and cement in an amount equal to 15% of the weight of sand used.

Compression Joints

Material for compression joints for the vitrified clay pipe must meet the requirements of ASTM C 425.

Bedding Material

Bedding material must conform to the requirements of Exhibit 3 of this Specification.

5.38.3. Construction Methods

Equipment

All equipment necessary and required for the installation of various storm drain pipe; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

The Contractor must provide appropriate hoisting equipment to handle the pipe while unloading and placing it in the final position without damage to the pipe.

The Contractor must provide vibratory means to obtain the required compaction of the aggregate pipe bedding and backfill as specified in Exhibit 3 of this Specification.

Excavation

The width of the pipe trench must be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but must not be less than the external diameter of the pipe plus 6" on each side. The trench walls must be approximately vertical except where safety considerations require benching of the trench walls.

Where rock, hardpan, or other unyielding material is encountered, it must be removed below the foundation grade for a depth of at least 4". The excavation below grade must be backfilled with bedding

stone in accordance with Exhibit 3 of this Specification and compacted in layers not over 6" in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil must be removed and replaced with stabilization stone. The granular material must be compacted to provide adequate support for the pipe.

The excavation for pipes that are placed in embankment fill must not be made until the embankment has been completed to a height above the top of the pipe as shown on the applicable plans.

The Contractor must construct such trench bracing, sheathing or shoring necessary to perform and protect the excavation as required for safety and conformance to applicable laws. The bracing, sheathing, or shoring must not be removed in one operation but must be done in successive stages to prevent overloading of the pipe during backfilling operations. Bracing, sheathing or shoring and the removal of same will not be measured for payment and will be considered incidental to the applicable line items.

Bedding

The pipe bedding must conform to the details as shown on the drawings and/or in accordance with Exhibit 3 of this Specification as determined by the Commissioner.

Laying Pipe

The Contractor must provide the necessary lines and supports to insure installation of the pipe to line and grade. The Contractor's facilities for lowering the pipe into the trench must be such that neither the pipe nor the trench must be damaged or disturbed.

The pipe laying must begin at the lowest point of the trench and continue upgrade. The lower segment of the pipe must be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes must be placed facing upgrade.

Pipe must not be laid on frozen ground. The Contractor must provide for the temporary diversion of flows in order to permit the installation of the pipe under dry conditions.

Joining Pipe

Joints must be made to form a flexible watertight seal. Gaskets must be installed according to the manufacturer's requirements. The method of joining pipe sections must be such that the ends are fully entered and the inner surfaces are reasonably flush and even.

Backfilling

Pipes must be inspected before any backfill is placed; any pipes found to be out of alignment, unduly settled, or damaged must be removed and re-laid or replaced at the Contractor's expense. Trenches must be backfilled in accordance with Exhibit 3 of this Specification.

Inspection

Prior to final acceptance of the drainage system, the Commissioner, accompanied by the Contractor, must make a thorough inspection by an appropriate method of the entire installation. Defects in material or workmanship or obstruction to the flow in the pipe system must be corrected by the Contractor without additional compensation as directed by the Commissioner.

5.38.4. Method of Measurement

The quantity of various storm drain pipe will be measured per lineal foot in place complete and accepted; measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The several classes, types, and sizes must be measured separately. All fittings must be included in the footage as typical pipe sections in the pipeline being measured. Preparation, excavation, disposal of excavation, and restoration of disturbed areas will not be measured for payment and will be considered incidental to these line items.

5.38.5. Basis of Payment

These items will be paid at the Contract unit price per lineal foot for each kind of pipe of the type, class, and size designated in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work item as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 46 – EXTRA STRENGTH VITRIFIED CLAY PIPE (ESVCP) ASTM C 700 – 15" DIAMETER, PER LF

ITEM 47 – REINFORCED CONCRETE PIPE (RCP) TYPE 3, CLASS V – 18" DIAMETER, PER LF

ITEM 48 – REINFORCED CONCRETE PIPE (RCP) TYPE 3, CLASS V – 24" DIAMETER, PER LF

ITEM 49 – REINFORCED CONCRETE PIPE (RCP) TYPE 3, CLASS V – 36" DIAMETER, PER LF

ITEM 50 – REINFORCED CONCRETE PIPE (RCP) TYPE 3, CLASS V – 48" DIAMETER, PER LF

ITEM 51 – REINFORCED CONCRETE PIPE (RCP) TYPE 3, CLASS V – 54" DIAMETER, PER LF

ITEM 52 – REINFORCED CONCRETE PIPE (RCP) TYPE 3, CLASS V – 60" DIAMETER, PER LF

5.39. Fine Aggregate Fa-2 for Pipelines – Line 53

5.39.1. Description

This item of Work will be used for encapsulating and backfilling pipelines as required during other Work or as directed by the Commissioner.

Materials

Material will be in accordance with the IDOT-SSRBC Section 1003.04 latest revisions and designated as Grade FA-2. Compaction will be 95% modified proctor density for FA-2. The Contractor will provide notification of the use of other grades, which will be at the discretion and as directed by the Commissioner.

5.39.2. Construction Methods

Equipment

All equipment necessary and required for the installation of fine aggregate FA-2 for pipelines; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

5.39.3. Method of Measurement

The quantity of fine aggregate FA-2 for pipelines will be measured per cubic yard in its final and compacted location to the appropriate designated grade complete and accepted.

5.39.4. Basis of Payment

This item will be paid at the Contract unit price per cubic yard for fine aggregate FA-2 for pipelines measured in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 53 – FINE AGGREGATE FA-2 FOR PIPELINES, PER CY

5.40. Removal and Installation of Concrete Block Wall – Line 54

5.40.1. Description

This item of Work will consist of the removal and installation of damaged interior or exterior concrete block wall sections to match existing.

5.40.2. Materials

Materials shall include interior or exterior grade concrete block(s), applicable mortar, reinforcement, insulation, etc., necessary to install or repair concrete block walls to match existing in performance and appearance.

5.40.3. Construction Methods

Equipment

All equipment necessary and required for the removal and installation of concrete block wall; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

The Contractor will coordinate area repairs with affected users, as determined by the Commissioner. The Contractor shall employ appropriate methods to minimize dust infiltration to interior spaces. The Contractor shall remove damaged sections of concrete blocks to provide the appropriate "toothed" opening for new block insertion, and grout replacement block in place. Mortar will conform to ASTM C 150 Type 1, and ASTM C 144 requirements.

At the end of each shift, as applicable, the Contractor will remove all non-essential materials, waste, and trash and leave the area in broom clean condition.

5.40.4. Method of Measurement

The quantity of removed and installed concrete block wall will be measured per square foot in place complete and accepted. Preparation, protection, curing, and sealing will not be measured for payment and will be considered incidental to this line item.

5.40.5. Basis of Payment

This item will be paid at the Contract unit price per square foot in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 54 - REMOVAL AND INSTALLATION OF CONCRETE BLOCK WALL, PER SF

5.41. Installation of Pcc Retaining Wall System – Line 55

5.41.1. Description

This item of Work will consist of excavation, installation, and backfilling for PCC Retaining Wall Systems. Reinforcing will be as determined by the Contractor in the field and as approved by the Commissioner.

5.41.2. Materials

Concrete

Concrete will meet requirements of the IDOT-SSRBC for Class SI Concrete.

Reinforcing Steel

Reinforcing steel (epoxy coated or plain reinforcing steel) will meet the requirements of this Detailed Specification as applicable, directed, and approved by the Commissioner.

Backfill Material

Backfill materials will meet the requirements of this Detailed Specification as applicable, directed, and approved by the Commissioner.

5.41.3. Construction Methods

Equipment

All equipment necessary and required for the installation of PCC retaining wall system; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

Equipment, weather limitations, form setting, underlying course preparation, mixing concrete, placing concrete, strike-off of concrete, and placement of reinforcement shall meet the requirements of section 5.19. of this Detailed Specification.

The Contractor will excavate to undisturbed ground for footing placement. Excavation and backfill will be incidental to retaining wall system installation. For sides of footing, the Contractor will place reinforcing steel per the current edition of Concrete Reinforcing Steel Institute guidelines.

The PCC retaining wall construction will begin immediately upon completion of PCC footing placement. The Contractor will erect and brace one side of wall forms. Forms will be tight, plumb, and true; adequately braced to withstand all loads without failure or excessive deflection, and allow the Commissioner to inspect forms prior to concrete placement. Forms will be tied using a manufacturer-recommended tie system which leaves exposed metal at least 1" below the concrete surface. Forming systems will be prefabricated modular panels or approved job-built systems.

After concrete placement, the Contractor will rub all exposed wall surfaces to remove any fins, surface imperfections, etc., to present a smooth and uniform appearance.

At the end of each shift the Contractor will remove all non-essential materials, waste, and trash and leave the area in broom clean condition.

Contractor Quality Control

The Contractor will choose a testing agency acceptable to the Commissioner for concrete testing.

For each 50-cubic yards of concrete or for each day's placement the Contractor's testing agency will cast four compressive strength cylinders for testing. Testing frequency will be one cylinder at 7-days, two at 14-days and one cylinder in reserve. Cast cylinders shall meet ASTM C 31, and test per ASTM C 39.

One slump test and air content test will be taken for each set of test cylinders provided.

5.41.4. Method of Measurement

The quantity of installed PCC retaining wall system will be measured per cubic yard in place complete and accepted. Preparation of subgrade and installation of sub-base per Exhibit 3; protection, curing, and sealing will not be measured for payment and will be considered incidental to this line item.

Concrete delivery tickets shall be used to confirm concrete placement quantities.

5.41.5. Basis of Payment

This item will be paid at the Contract unit price per cubic yard in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 55 – INSTALLATION OF PCC RETAINING WALL SYSTEM, PER CY

5.42. Adjustment, Installation, Removal and Replacement Of Light Bases – Lines 56-60

5.42.1. Description

These items of Work will consist of furnishing all labor, equipment, and material to perform all Work in accordance with the latest Federal Aviation Administration (FAA) standards and Advisory Circulars to adjust, install, and/or remove and replace in-pavement light bases; core, adjust, remove, and/or replace existing light bases; install Type 1 Marker light base structures; remove and replace Type 1 Marker light bases at various locations.

When directed by the Commissioner, the scope of this item includes, but is not limited to, the following:

1. The coring to various depth of existing in-pavement light bases to allow vertical adjustment, and placement of polymer patching mortar as specified and determined by the Commissioner.
2. The furnishing, constructing, installation, and making operational new in-pavement light bases, as specified and determined by the Commissioner.
3. Removal of existing, installation of new and making operational in-pavement light bases, as specified and determined by the Commissioner.
4. The furnishing, constructing, installation, and making operational new in-pavement light bases, as specified and determined by the Commissioner.

5. Removal of existing, installation of new and making operational in-pavement light bases, as specified and determined by the Commissioner.

Accessories for light bases may include, but not be limited to, base cans, conduit hubs, ground rods, miscellaneous fixture mounting and grounding hardware, handhole frames and covers, concrete and reinforcement, drain hubs and pipes, French drains where required, identification tags, and other items as required or as determined by the Commissioner.

5.42.2. Materials

General

Airport lighting equipment and materials as required by FAA specifications must have the prior approval of the Office of Airport Safety and Standards, Attention: AAS-200, FAA, 800 Independence Avenue SW, Washington, DC 20591, and will be listed in the latest issue of FAA Advisory Circular (AC) 15015345-53C or current edition, "Airport Lighting Equipment Certification Program, including Appendices 1 to 7, with current Addendum for Appendices 3 & 4. Materials covered by other reference specifications will be subject to acceptance through manufacturer's certification of compliance with the applicable AC's, as determined by a Third-Party Certifier upon request by the Commissioner.

The certified equipment list, and address list of certified airport lighting equipment manufacturers, are available on the Internet at the FAA Office of the Associate Administrator for Airports (ARP) home page via www.faa.gov.

In-Pavement Light Bases

Light Bases must conform to the requirements of AC 150/5345-42F or latest addendum, "Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories," and they must be Class IB, metallic 12" or 16" diameter; Type L-867, L-868 or latest variation(s), as shown on applicable drawings, and must be listed in AC 150/5345-53C or latest addendum. All light bases must be provided with factory installed ground lugs.

Acceptable manufacturers:

- Jacquith Industries, Inc.
- Olson Industries, Inc.
- Cooper Crouse-Hinds

Concrete

Concrete required for the construction of bases and other Work associated with this item must conform to the requirements of Exhibit 3 of this Specification using 3/4" maximum size aggregate.

Ground Rods

Ground rods must be Type 304 stainless steel, 10' long and 3/4" diameter unless otherwise directed by the Commissioner.

Frames and Covers

Handhole frames and covers for Type I Marker light bases shall be labeled "Airfield Lighting".

Acceptable manufacturers:

- Neenah Foundry Company
- East Jordan Iron Works, Inc.
- Campbell Foundry

The castings must conform to the following requirements:

- Gray iron castings; ASTM A 48
- Malleable iron castings; ASTM A 47

- Ductile iron castings; ASTM A 536
- Austempered ductile iron castings; ASTM A 897

All castings must conform to the dimensions as directed by the Commissioner and must be designed to support the loading specified. Each frame and cover must be provided with fastening members to prevent it from being dislodged by traffic but must allow easy removal for access to the structure.

Frames and covers must be rated "Heavy Duty Airport Use" a minimum 100,000-pound live load as directed by the Commissioner.

Epoxy Concrete Bonding Adhesive

The epoxy concrete bonding adhesive between old and new concrete must conform to ASTM C881, Type IV, Grade 1, Class A, B, or C and must meet the approval of the Commissioner. The class supplied must be governed by the range of temperature for which the material is to be used.

Anti-Seize Compound

Anti-seize compounds must meet the requirements of MIL-A-907E, have a temperature range from at least -65° F to +180° F, be compatible with the various metals being united, and not affected by airport deicing agents.

Polymer Patching Mortar

Patching mortar installed around in-pavement light fixtures must be a three component, 100% solids, multipurpose, high strength, non-shrink, waterproof, non-conductive, and semi-flexible polymer patching mortar. The system must combine a high-quality polymer resin and curing agent with an engineered blend of added aggregates.

Acceptable polymer patching mortar is; SSI Flexpatch by SSI Construction and Industrial Materials (www.ssicm.com), or equivalent conforming to the specification requirements and as approved by the Commissioner. Application and installation of the product must be in accordance with the manufacturer's recommendation.

Drain Pipe Conduits for Lighting Bases and Marker Light Bases

Drain pipe conduits for light bases shall be PVC Schedule 80 complying with ASTM D 1785. The conduit must be manufactured from PVC compounds that meet the applicable requirements of ASTM D 1784. Standard fittings, cleaners, and cement must be in accordance with the manufacturer's recommendation.

Acceptable manufacturers:

- Carton
- J-M, National Pipe
- Georgia Pipe

5.42.3. Construction Methods

General

All items of Work related to the in-pavement light base removal, purchase, and installation (where applicable) of fixtures and components; de-commissioning/commissioning of electric cables for in-pavement light bases or sign fixtures will be completed by City forces or a separate utility contractor. The Contractor must coordinate with City forces or the utility contractor to ensure all required fixture or electrical Work is scheduled and completed accordingly for each Work item as specified and directed by the Commissioner.

Equipment

All equipment necessary and required for the adjustment or installation of in-pavement light bases, removal and replacement of in-pavement lighting bases, installation of Type 1 Marker light bases, and removal and replacement of Type 1 Marker bases; in accordance with these Specifications at the

specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

The Contractor shall provide coring equipment adequate in number of units and power to complete the required Work to the required dimensions and at the required rate. A concrete cutter that meets the required specifications is acceptable for coring. The Contractor shall provide appropriate standby equipment in good working order as necessary. An ample supply of core barrels shall be maintained at the site of the Work at all times during coring operations. The Contractor shall provide adequate artificial lighting facilities for night time operations as necessary. The depth and diameter of cores may vary depending upon each fixture as determined by the Commissioner. Equipment and tools necessary for handling materials and performing all parts of the Work shall be approved by the Commissioner as to design, capacity, and mechanical condition.

Electrical

The Work performed under this item must conform to the Chicago Electrical Code and the National Electrical Code. The electrical systems must be complete with all necessary accessories for the required results with the greatest assurance of protection to life and property.

The extent and general arrangement, the electrical Work will be as directed by the Commissioner. If any departures are deemed necessary by the Contractor, details of such departures and the reasons therefore will be submitted in writing as soon as practicable to the Commissioner for approval.

In general, the Contractor will perform all items of construction Work as specified and directed, and City forces or a utility contractor will perform all items of Work related to the removal, purchase and/or installation (where applicable); commissioning of electric items for light or sign fixtures. Where a utility contractor is utilized to perform the aforementioned electrical Work, the Contractor must coordinate with the utility contractor to ensure all required electrical Work is scheduled and completed accordingly for each Work item as specified and directed by the Commissioner.

Unclassified Excavation

The Contractor will excavate for the Type I Marker light base(s) and the structure(s) to the lines and grades or elevation as determined by the Contractor in the field or as directed by the Commissioner. The excavation must be of sufficient size to permit the placement of the full width and length of the structure. The elevations of the bottoms of structures, as determined by the Contractor in the field or as directed by the Commissioner, must be considered as approximate only; the Commissioner may order changes in dimensions or elevations of structure necessary to secure a satisfactory foundation to meet applicable needs.

Boulders, logs, or any other objectionable material encountered in excavation must be removed and must be legally disposed of off the Airport property. The costs for removals will be considered incidental in the unit price for the applicable pay item of this section. When concrete is to rest on a surface other than rock, special care must be taken not to disturb the bottom of the excavation, and excavation to final grade must not be made until just before the concrete or reinforcing is to be placed.

The Contractor must provide all bracing, sheathing or shoring necessary to implement and protect the excavation and the structures as required for safety or conformance to applicable laws. The cost of bracing, sheathing or shoring will not be measured for payment and will be considered incidental to this line item.

Unless otherwise provided, bracing, sheathing or shoring involved in the construction of this item will be removed by the Contractor after the completion of the structure. Removal must be performed in a manner which will not disturb or mar finished masonry, will not be measured for payment and will be considered incidental to this line item. The Contractor must place concrete and reinforcing steel only after the Commissioner has approved the depth of the excavation and the character of the foundation material.

Concrete Structures

Concrete structures must be built on prepared foundations, conforming to the dimensions and form as determined by the Contractor in the field or as directed by the Commissioner. The construction must conform to the requirements specified in Exhibit 3 of this Specification. Any reinforcement required must be placed as determined by the Contractor in the field or as directed by the Commissioner before the concrete is placed.

Placement and Treatment of Castings, Frames, and Fittings

Castings, frames, and fittings must be placed in the position as determined by the Contractor in the field or as directed by the Commissioner, and must be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, anchors or bolts must be in place and position before the concrete or mortar is placed. The unit must be brought true to line and grade and must be set in mortar beds and anchored to the masonry as determined by the Contractor in the field or as directed by the Commissioner. All units must set firm and secure.

After the frames or fittings have been set in final position and the concrete or mortar has been allowed to harden for 7-days, grates or covers must be placed and securely fastened.

Backfilling

After the structure has been completed, the area around it will be backfilled in accordance with this Specification. Backfilling must not be placed against any structure until approval has been provided by the Commissioner. In the case of concrete, such approval will not be given until the concrete has been in place a minimum of 7-days or until tests have been conducted by the Contractor's QC organization, and tested by the Contractor's approved laboratory; subject to verification by the laboratory under supervision of the Commissioner establish that the concrete has attained sufficient strength to provide a factor of safety against damage in withstanding any pressure created by the backfill or the methods used in placement.

All trenches and excavations must be backfilled within a reasonable time after the structures are installed, unless other protection of the structures is directed. The backfill material must be as specified herein. Backfill materials and compaction procedures must be acceptable to the Commissioner. In all backfilling, any compressible or destructible rubbish and refuse must be removed from the excavated space before backfilling is started.

Fine aggregate for backfill must be brought up evenly on each side of the structure. If the excavation is to be under pavement, or within 2' of the proposed, future or existing pavement edge, then placement and compaction of the fine aggregate backfill must continue until the top of subgrade is reached. If the excavation is not under or adjacent to existing, proposed or future pavement, then acceptable fill must be placed and compacted to top of subgrade.

Fine aggregate for backfill must consist of natural sand or washed crushed limestone having a FA-6 gradation conforming to IDOT-SSRBC Section 1003. Acceptable fill for backfill is defined as suitable unclassified excavation material that is nonorganic, non-decayable, and non-rubble material having a maximum dry density of not less than 98 lbs. per cubic foot. It will contain no rock, stones or broken concrete greater than 3" in the largest dimension. The material must be easily compactable to the required density and approved by the Commissioner.

If the backfill is fine aggregate backfill, it must be placed in uniform layers not greater than 8" in loose thickness and thoroughly compacted in place with suitable vibratory equipment to not less than 95% of the maximum density as determined by ASTM D 1557. Each lift of Acceptable Fill must be within +/-2% of optimum moisture content before the succeeding lift is placed. If the backfill is acceptable fill, it must be placed in uniform layers not greater than 12" in loose thickness and each layer compacted to 85% of maximum density as determined by ASTM D 1557.

Finish grading must be performed in accordance with the completed contour elevations and grades as determined by the Contractor in the field or as directed by the Commissioner, and must be made to

blend into the existing ground surfaces. All finished grading surfaces must be left smooth and free to drain. Finish grades must be brought to elevations within $\pm 0.10'$ of elevations or contours determined by the Contractor and approved by the Commissioner.

Any depression which may develop from settlement in backfilled areas within 1-year after the Work is fully completed and accepted must be corrected at the Contractor's expense. The Contractor must provide, as needed and at his own expense, additional backfill material, pavement, base replacement, permanent pavement repairs or replacement and must perform the necessary reconditioning and restoration Work to bring such depressed areas to proper grade as acceptable to the Commissioner.

Backfill compaction must be tested and monitored by the Contractor. All material and backfill operations may be subjected to testing by the Commissioner.

The suitability of compacting equipment must be acceptable to the Commissioner. Tamping rollers (generally referred to as Sheepsfoot Rollers) will be considered the proper type of equipment for compaction of cohesive soils and vibratory/mechanical tamping equipment will be applicable for compacting granular soils. In all cases, the adequacy of the equipment will be as determined by the Commissioner.

Cleaning and Restoration of the Site

After the backfill is completed, the Contractor must dispose of all surplus material, soil, and rubbish from the site, leaving the entire site free, clear, and in good condition. Surplus soil may be deposited in embankments, shoulders or as directed by the Commissioner. The Contractor must restore all disturbed areas to their original condition.

Application of Epoxy Concrete Bonding Adhesive

Where directed by the Commissioner, the epoxy concrete bonding adhesive must be uniformly applied to coat the entire surface of the concrete remaining in place prior to placement of the new concrete.

Drain Pipes and Hubs for Lighting Bases and Marker Lights Bases

The drain pipes and hubs must be installed per FAA criteria and as directed by the Commissioner.

5.42.4. Method of Measurement

Adjustment of In-Pavement Light Base

The quantity of adjustment of in-pavement light bases will be measured per each complete and accepted. This includes the coring, removal of debris, installation of polymer patching mortar, and any other required appurtenances. Protection, preparation, excavation, disposal of excavation, backfill, and restoration of disturbed areas will not be measured for payment and will be considered incidental to this line item.

Installation of In-Pavement Light Base

The quantity of in-pavement light bases with 3/4" steel cover will be measured per each complete and accepted. This includes L-868 base cans, conduit and drain hubs, drain pipe, ground rod, concrete, handhole frame and cover, hardware, steel cover, and any other required appurtenances. Protection, preparation, excavation, disposal of excavation, backfill, and restoration of disturbed areas will not be measured for payment and will be considered incidental to this line item.

Installation of Type 1 Marker Light Base

The quantity of Type 1 marker light bases with 3/4" steel cover will be measured per each complete and accepted. This includes an L-867 base can, conduit and drain hub, drain pipe, ground rod, concrete, handhole, frame and cover; hardware, steel cover, and any incidentals or other required appurtenances. Protection, preparation, excavation, disposal of excavation, backfill, and restoration of disturbed areas will not be measured for payment and will be considered incidental to this line item.

Remove and Replace Light Base

The quantity of removal and replacement for in-pavement light bases or Type I marker light bases will be measured per each complete and accepted. This includes removal of existing light base or Type I marker light base, installation of an L-868 or L-867 base can, conduit and drain hub, drain pipe, ground rod, concrete, handhole frame and cover; hardware, steel cover, and any incidentals or other required appurtenances. Protection, preparation, excavation, disposal of excavation, backfill, and restoration of disturbed areas will not be measured for payment and will be considered incidental to this line item.

Drain Pipes for Light Base Cans and Marker Light Bases

The drain pipe or hub and French drain as applicable per details shown on the applicable drawings will not be measured separately, but shall be included and incidental to the line item unit price per each in-pavement light base or Type I marker light base complete in place and accepted. This includes drain pipe or hub and French drain for in-pavement lighting base and/or Type I marker light base.

5.42.5. Basis of Payment

Adjustment of In-Pavement Light Base

This item will be paid at the Contract unit price per each core in-pavement light base in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Installation of In-Pavement Light Base

This item will be paid at the Contract unit price per each new in-pavement light base in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Installation of Type 1 Marker Light Base

This item will be paid at the Contract unit price per each new Type I marker light base in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Remove and Replace In-Pavement Light Base

This item will be paid at the Contract unit price per each removed and replaced in-pavement light base in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Remove and Replace Type 1 Marker Light Base

This item will be paid at the Contract unit price per each removed and replaced Type I marker light base in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Drain Pipes for Light Base Cans and Marker Light Bases

Payment for the furnishing and installation of drain pipes or hubs and French drains; materials and preparation, excavation, installation of drain pipe including clip-on drain covers and screens, and backfilling; all labor, equipment, and tools necessary to complete the Work will not be made separately, but will be considered incidental to the applicable line items.

Payment will be made under:

ITEM 56 – ADJUSTMENT OF IN-PAVEMENT LIGHT BASE – COMPLETE, PER EA

ITEM 57 – INSTALLATION OF IN-PAVEMENT LIGHT BASE – COMPLETE, PER EA

ITEM 58 – INSTALLATION OF TYPE 1 MARKER LIGHT BASE – COMPLETE, PER EA

ITEM 59 - REMOVE AND REPLACE IN-PAVEMENT LIGHT BASE – COMPLETE, PER EA

ITEM 60 - REMOVE AND REPLACE TYPE I MARKER LIGHT BASE – COMPLETE, PER EA

5.43. Remove and Replace Heavy Duty Trench Drains, Frames, And Grates – Line 61

5.43.1. Description

This item of Work will consist of the removal and replacement of heavy duty trench drains of various types and sizes at locations as determined by the Contractor in the field and as approved by the Commissioner. This Work may include, but not be limited to, saw cutting existing pavement, excavation, pavement and trench drain removal, proper sub-base preparation, trench drain placement, bracing, backfill, PCC placement, labor, and equipment for complete removal and replacement as determined by the Contractor in the field and as approved by the Commissioner.

5.43.2. Materials

Approved manufacturers:

- Poly Drain
- ACO
- Hubbell
- Zurn; or
- Approved equal

All heavy-duty trench drains must be rated "Heavy Duty Airport Use" a minimum 100,000-pound live load as directed by the Commissioner.

5.43.3. Construction Methods

Equipment

All equipment necessary and required for the removal and replacement of heavy duty trench drains, frames, and grates; in accordance with these Specifications at the specified locations will be on the Work site in first-class working condition and acceptable to the Commissioner before construction is permitted to start.

Areas to be repaired will be delineated by the Commissioner in advance of removal and replacement.

5.43.4. Method of Measurement

The quantity of removed and replaced heavy duty trench drains, frames, and grates will be measured per lineal foot in place complete and accepted. Protection, preparation, excavation, disposal of excavation, backfill, PCC placement, and restoration of disturbed areas will not be measured for payment and will be considered incidental to this line item.

5.43.5. Basis of Payment

This item will be paid at the Contract unit price per linear foot of heavy duty trench drains in place complete and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 61 – REMOVE AND REPLACE HEAVY DUTY TRENCH DRAINS, FRAMES, AND GRATES, PER LF

5.44. Deliver and Install Illinois Department of Transportation (Idot) Concrete Barrier Wall – Line 62

5.44.1. Description

This item of Work will consist of the purchase and placement of IDOT approved concrete barrier wall sections as directed by the Commissioner.

Materials

The purchase and placement of IDOT approved concrete barrier wall shall conform to IDOT-SSRBC Section 637.02 latest revision. Each barrier wall shall include the appropriate solar-powered obstruction light as required or as directed by the Commissioner.

Construction Methods

The Contractor will place barrier wall sections as determined and directed by the Commissioner. Units will be firmly butted together in a smooth continuous line utilizing appropriate attachment pins if required and determined by the Commissioner.

5.44.2. Method of Measurement

The quantity of delivered and installed IDOT approved concrete barrier wall will be measured per each in place complete and accepted.

5.44.3. Basis of Payment

This item will be paid at the Contract unit price per each IDOT approved concrete barrier wall in place, complete, and accepted; all labor, materials, equipment, tools, and incidentals required to complete the Work as specified or as directed by the Commissioner.

Payment will be made under:

ITEM 62 – DELIVER AND INSTALL ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) CONCRETE BARRIER WALL, PER EA

5.45. Furnish and Deliver Various Frames, Covers, and Grates – Line 63

5.45.1. Description

This item of Work will consist of furnishing and delivering various new frames, covers, and/or grates as required during other Work or as directed by the Commissioner. This item is not to be used where new frames, covers and/or grates required during other items of Work are incidental to the applicable line item.

Materials

Various frames, covers, and grates (castings) will conform to one of the following requirements as applicable:

- Gray iron castings must meet the requirements of ASTM A 48, Class 30B and 35B
- Malleable iron castings must meet the requirements of ASTM A 47
- Steel castings must meet the requirements of ASTM A 27
- Structural steel for grates and frames must conform to the requirements of ASTM A 83, Grade D
- Ductile iron castings must conform to the requirements of ASTM A 536
- Austempered ductile iron castings must conform to the requirements of ASTM A 897

Each various frame, cover or grate unit must be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

Various frames, covers, and grates must be rated "Heavy Duty Airport Use" a minimum 100,000-pound live load as directed by the Commissioner.

All castings will be thoroughly cleaned, and structural steel units must be galvanized to meet the requirements of ASTM A 1223.

Construction Methods

Construction methods must be in accordance with the applicable Work or line item(s) requiring such frames, covers, and grates as determined by the Commissioner.

5.45.2. Method of Measurement

The quantity of various frames, covers, and/or grates will be measured per each delivered, complete and accepted by the Commissioner. The various frames, covers, and/or grates will be invoiced by the Contractor at a markup over actual cost verifiable by Supplier's Invoice.

5.45.3. Basis of Payment

This item will be paid at the Contract unit price per mark-up each for various frames, covers, and/or grates complete and accepted; all incidentals required to deliver and complete the Work as specified or as directed by the Commissioner.

The Contractor will bid its percentage of mark-up per line item 63 of the proposal pages. **The mark up percentage may not exceed twelve percent (12%). The mark-up percentage will remain constant throughout the Contract term and any extension periods that the City may elect to exercise.**

Payment will be made under:

ITEM 63 - FURNISH AND DELIVER VARIOUS FRAMES, COVERS, AND GRATES, PER EA

5.46. Work Not Included in Contract Line Items but Required to Complete the Job at a Mark-Up Over Cost – Line 64

5.46.1. Description

This item will be used when labor, equipment, materials, replacement parts, components and other accessories that do not have a separate bid line item under this Contract are encountered in the performance of needed Work. The Commissioner shall provide written request to the Contractor listing the Work items and any special requirements that must be complied with by the Contractor in completing the Work in order to allow the Contractor to complete a cost proposal for approval by the Commissioner. This section may include, but not be limited to, furnishing all labor, materials, tools, and equipment required to satisfactorily complete the following possible field encountered Work elements:

- Unforeseen utility conflicts
- Demolition or installation of items not included in the line items
- Abandon storm structures
- Abandon electrical elements

The Contractor must submit a detailed written proposal estimating labor and material cost for completion of the Work to the Commissioner for review and if the proposal is accepted, the Commissioner will provide written approval in the form of a PO to the Contractor. The Contractor's proposal must be detailed and address the special requirements noted in the Commissioner's request. Items that are inclusive to complete the Work not included in Contract line items but required to complete the job at a mark-up over cost shall not be a higher unit price in detailed proposal than the cost of the Work elements Covered within these Specifications. **Upon written approval, the Contractor must proceed to complete that Work not included in contract line items but required to complete the job at a mark-up over cost, and will be compensated at five percent (5%) over the Contractor's actual costs of labor and materials to complete the Work.** The Contractor must submit with their invoice to the Commissioner, material invoices and certified payrolls as applicable for Work completed by its forces, including subcontractors, to allow processing of payment for the Work.

Where applicable and in conjunction with other work, this line item can only be used when completing Airside Concrete Maintenance and Repair and must be used only in conjunction with specified line items in this Contract. The cost of Work under this line item may not exceed 10% of the cost of the Work for which this line item is being used.

Work performed under this line item will be included in the actual value of the contract for purposes of MBE/WBE participation requirements.

A Contractor may not bid a lesser percentage markup on this line item. The dollar value of the Allowance on the Proposal Page must be added to the Base Bid by the Contractor when completing the Proposal Pages.

Where applicable and in conjunction with other work, any Work requiring payment of \$5,000 or more from this Allowance shall additionally require approval of the Chief Procurement Officer. The Contractor

is not entitled to any remaining balance from the Allowance upon completion or termination of this Contract.

5.46.2. Method of Measurement

The quantity of Work not included in Contract line items but required to complete the job at a mark-up over cost; accepted labor, equipment, material, replacement part, component or other accessory for Work will be measured for full payment based on the requisite documentation provided by the Contractor to support the amount being invoiced.

5.46.3. Basis of Payment

This item will be paid at the Contract unit price per Allowance; all costs related to Work not included in Contract line items but required to complete the job will be paid for as specified or as directed by the Commissioner.

Bid value has been included on the proposal pages. Bidder is not to remove or change figure.

Payment will be made under:

ITEM 64 – WORK NOT INCLUDED IN CONTRACT LINE ITEMS BUT REQUIRED TO COMPLETE THE JOB AT A MARK-UP OVER COST, PER ALLOWANCE

5.47. Overtime for line items 1-61 – line 65

5.47.1. Description

This item shall be used when labor, equipment, materials, replacement parts, components and other accessories under this Airside Concrete Maintenance and Repair Contract require the Contractor to work overtime. Overtime compensation only applies to all trade personnel and working foremen in direct charge of specific operations associated with the overtime Work. Pursuant to Section 5.4. of this Specification, prevailing wage rates shall be paid; labor costs should be included in price for the various repair items. **Overtime to be paid under this Allowance shall be the difference between the prevailing wage rate for overtime or holiday work and the prevailing wage rate for regular time.**

The Contractor must have written authorization of the Commissioner prior to commencing any Work that would call for payment under this Allowance. Failure to obtain authorization may result in disallowance of overtime payment.

Any Work requiring payment of \$5,000 or more from this Allowance shall additionally require approval of the Chief Procurement Officer.

The Contractor is not entitled to any remaining balance from the Allowance upon completion of individual Work items or termination of this Contract.

5.47.2. Method of Measurement

The quantity of overtime for line items 1-61; Commissioner approved overtime payment will be measured based on labor costs recorded on daily Work reports supported by Certified Payroll provided by the Contractor for trade personnel and working foremen in direct charge of specific operations associated with the overtime Work.

5.47.3. Basis of Payment

This item will be paid at the Contract unit price per Allowance; all costs for Work performed as directed and approved by the Commissioner. Invoices must be submitted with Certified Payroll, daily Work reports, and any other supporting documentation.

Bid value has been included on the proposal pages. Bidder is not to remove or change figure.

Payment will be made under:

ITEM 65 –OVERTIME FOR LINE ITEMS 1-61, PER ALLOWANCE

5.48. Exceptions

Any deviations from these Specifications must be noted on the Proposal Pages 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 a cause for the rejection of its bid.

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.

The Chief Procurement Officer hereby reserves the right to approve as an equal, or to reject as not being an equal, any item the bidder proposes to furnish which contains major or minor variations from Specification requirements but which may comply substantially therewith.

5.49. Notice from Contractor

Notices provided herein, unless expressly provided for otherwise in this Contract, will be in writing and must be delivered by United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

Originals: Commissioner of Aviation
 O'Hare International Airport
 10510 Zemke Road, Bldg. 400
 Chicago, IL 60666

With Copies to: Chief Procurement Officer
 City Hall, Room 806
 121 North LaSalle Street
 Chicago, IL 60602



CITY OF CHICAGO
Department of Procurement Services
Shannon E. Andrews, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284

Fax: 312-744-3281

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 his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"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" means 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 his 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 his or 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 6.5.3 "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 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 arbitative 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.: {Specification Number}

Project Description: {PROJECT DESCRIPTION}

(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)

[illegible]

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

- C. Which venturer will be responsible for the preparation of joint venture payrolls:

- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

[illegible]

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

Firm

Name of Non-MBE/WBE Partner

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

[NOTE TO CA—PLEASE FILL IN CORRECT VALUES/INSERT CORRECT REQUIREMENTS AS PROVIDED BY RISK THEN DELETE THIS NOTE]

The Contractor must provide and maintain for the life of this Contract and at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Contract.

7.1. Insurance to be Provided

7.1.1. Workers Compensation and Employers Liability

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

7.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$<AMOUNT> per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$<AMOUNT> with the same terms herein.

7.1.3. Automobile Liability (Primary and Umbrella)

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

Subcontractors performing work for the Contractor must maintain limits of not less than \$<AMOUNT> with the same terms herein.

7.1.4. All Risk Property

The Contractor must maintain All Risk Commercial Property Insurance covering loss or damage at full replacement cost to any City of Chicago equipment, materials, parts, or supplies while in the care, custody, and control of the Contractor as part of the Contract. The Contractor is responsible for any damage to City property at replacement cost that results from this Contract.

7.2. Additional Requirements

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as an exhibit) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. No fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Contractor must furnish Certificates Insurance of Coverage of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer. All Certificates Insurance of Coverage must be signed, dated and reference the City contract number.

The insurance 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.

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

The Contractor agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

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

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

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company and each of its separate constituent entities as named insureds.

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

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

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department 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.

City of Chicago
Catalog RFQ - No Group Lines

PU085I

RFQ Header Information

Please Respond By 2/21/2019

RFQ Number 5510

Ship To Location 085- O'HARE

For More Information Please Contact MARTELL CRAIG
3127447284

RFQ Description AIRSIDE CONCRETE MAINTENANCE AND
REPAIR AT O'HARE AND MIDWAY
INTERNATIONAL AIRPORTS

Special Instructions

Your Quote is Effective as of 2/21/2019

RFQ Status In Process

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 SERV-AVIATION

Target Market NO

Advertise Date 1/10/2019

WEB BID Edit Rules ALL

Specification 769425

Procurement Type BID

Bid Deposit Required

Compliance Officer

Compliance Type Description

	Percentage Type Desc	Required %
Minority Owned Business Enterprise	Target Percentage Rate	25.00 %
Women Owned Business Enterprise	Target Percentage Rate	5.00 %

City of Chicago
Catalog RFQ - No Group Lines

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<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
1	Work Services	9105160179	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - FULL-DEPTH BITUMINOUS/PCC PAVEMENT REMOVAL UP TO 30 CY	Cubic Yard	7000	\$	(N/A)	\$	(N/A)	
2	Work Services	9105160181	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - FULL-DEPTH PCC PAVEMENT PLACEMENT UP TO 30 CY	Cubic Yard	10000	\$	(N/A)	\$	(N/A)	
3	Work Services	9105160182	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - FULL-DEPTH BITUMINOUS/PCC PAVEMENT REMOVAL - 30 TO 100 CY	Cubic Yard	12000	\$	(N/A)	\$	(N/A)	
4	Work Services	9105160183	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - FULL-DEPTH PCC PAVEMENT placement - 30 to 100 CY	Cubic Yard	16000	\$	(N/A)	\$	(N/A)	
5	Catalog Line	91051.16	91051.16	AIRSIDE CONCRETE MAINTENANCE AND REPAIR - PLACEMENT OPF HIGH EARLY STRENGTH PCC AND/OR BATCH PLANT SURCHARGE	Allowance	\$ 250000	(N/A)	(N/A)	\$250000		
6	Work Services	9105160186	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - REMOVAL OF BITUMINOUS / PCC SIDEWALK	Cubic Yard	1000	\$	(N/A)	\$	(N/A)	
7	Work Services	9105160187	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - INSTALLATION OF PCC SIDEWALK	Cubic Yard	2000	\$	(N/A)	\$	(N/A)	
8	Work Services	9105160132	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - GEOTEXTILE FABRIC FOR GROUND STABILIZATION	Square Yard	5000	\$	(N/A)	\$	(N/A)	
9	Work Services	9105160131	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - CEMENT TREATED PERMEABLE BASE	Cubic Yard	1000	\$	(N/A)	\$	(N/A)	
10	Work Services	9105160188	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - REMOVAL OF COMBINATION CONCRETE CURB AND GUTTER B6.12	Linear Foot	2000	\$	(N/A)	\$	(N/A)	
11	Work Services	9105160008	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - INSTALLATION OF COMBINATION CONCRETE CURB AND GUTTER, B6.12	Linear Foot	2000	\$	(N/A)	\$	(N/A)	
12	Work Services	9105160009	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - PAVEMENT REMOVAL AND REPLACEMENT WITH ELASTOMERIC CONCRETE	Cubic Feet	5000	\$	(N/A)	\$	(N/A)	

City of Chicago
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<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
13	Work Services	9105160011	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - PAVEMENT REMOVAL AND REPLACEMENT WITH MODIFIED RAPID STRENGTH EPOXY REPAIR MORTAR	Cubic Feet	10000	\$	(N/A)	\$	(N/A)	
14	Work Services	9105160012	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - UNCLASSIFIED EXCAVATION - ON-SITE	Cubic Yard	5000	\$	(N/A)	\$	(N/A)	
15	Work Services	9105160013	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - UNCLASSIFIED EXCAVATION - OFF-SITE	Cubic Yard	3000	\$	(N/A)	\$	(N/A)	
16	Work Services	9105160014	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - UNCLASSIFIED EXCAVATION -CONTAMINATED MATERIAL	Cubic Yard	10000	\$	(N/A)	\$	(N/A)	
17	Work Services	9105160018	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - CONTRACTOR PROVIDED AGGREGATE BASE COURSE, CA-6	Cubic Yard	500	\$	(N/A)	\$	(N/A)	
18	Work Services	9105160019	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - OWNER PROVIDED RECYCLED AGGREGATE BASE COURSE - O' HARE ONLY	Cubic Yard	5000	\$	(N/A)	\$	(N/A)	
19	Work Services	9105160021	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - OWNER PROVIDED RECYCLED AGGREGATE BASE COURSE , CA-7	Cubic Yard	5000	\$	(N/A)	\$	(N/A)	
20	Work Services	9105160189	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - OWNER PROVIDED RECYCLED AGGREGATE CAPPING O'HARE ONLY	Cubic Yard	3000	\$	(N/A)	\$	(N/A)	
21	Work Services	9105160022	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - 8 INCH DIAMETER SCHEDULE 80 STEEL PIPE BOLLARD	Each	125	\$	(N/A)	\$	(N/A)	
22	Work Services	9105160191	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - 12 INCH DIAMETER SCHEDULE 80 STEEL PIPE BOLLARDS	Each	125	\$	(N/A)	\$	(N/A)	
23	Work Services	9105160023	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - UNDERDRAIN PIPE - 8" PVC PERFORATED	Linear Foot	1000	\$	(N/A)	\$	(N/A)	
24	Work Services	9105160024	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - UNDERDRAIN PIPE - 8" PVC NON-PERFORATED	Linear Foot	1000	\$	(N/A)	\$	(N/A)	
25	Work Services	9105160026	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - UNDERDRAIN PIPE - 12" PVC PERFORATED	Linear Foot	200	\$	(N/A)	\$	(N/A)	

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<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
26	Work Services	9105160027	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - UNDERDRAIN PIPE - 12" PVC NON-PERFORATED	Linear Foot	200	\$	(N/A)	\$	(N/A)	
27	Work Services	9105160028	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - STRUCTURE ADJUSTMENT (MANHOLES, HANDHOLES, INLETS AND CATCH BASINS)	Each	50	\$	(N/A)	\$	(N/A)	
28	Work Services	9105160048	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - PRECAST CONCRETE STRUCTURE ADJUSTMENTS - MANHOLE	Each	25	\$	(N/A)	\$	(N/A)	
29	Work Services	9105160049	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - PRECAST CONCRETE STRUCTURE ADJUSTMENTS - HANDHOLE	Each	25	\$	(N/A)	\$	(N/A)	
30	Work Services	9105160051	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - PRECAST CONCRETE STRUCTURE ADJUSTMENTS - INLET	Each	25	\$	(N/A)	\$	(N/A)	
31	Work Services	9105160052	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - PRECAST CONCRETE STRUCTURE ADJUSTMENTS - CATCH BASIN	Each	80	\$	(N/A)	\$	(N/A)	
32	Work Services	9105160053	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - RECONSTRUCTION OF PRECAST CONCRETE STRUCTURE	Each	20	\$	(N/A)	\$	(N/A)	
33	Work Services	9105160192	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - INSTALLATION OF PRECAST CONCRETE STRUCTURES - 48" - 60" MANHOLE, COMPLETE	Each	12	\$	(N/A)	\$	(N/A)	
34	Work Services	9105160193	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - INSTALLATION OF PRECAST CONCRETE STRUCTURES - 72" - 84" MANHOLE, COMPLETE	Each	12	\$	(N/A)	\$	(N/A)	
35	Work Services	9105160194	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - INSTALLATION OF PRECAST CONCRETE STRUCTURES - 96" - MANHOLE, COMPLETE	Each	6	\$	(N/A)	\$	(N/A)	
36	Work Services	9105160196	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - INSTALLATION OF PRECAST CONCRETE STRUCTURES - INSPECTION HOLE COMPLETE	Each	10	\$	(N/A)	\$	(N/A)	
37	Work Services	9105160199	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - INSTALLATION PRECAST CONCRETE STRUCTURES - 3' X 3' OR 4' X 4' CATCH BASIN, COMPLETE	Each	12	\$	(N/A)	\$	(N/A)	

Spec# 769425

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Catalog RFQ - No Group Lines

PU085I

<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
38	Work Services	9105160202	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - PRECAST CONCRETE STRUCTURES - 5' X 5' OR 6' X 6' CATCH BASIN, COMPLETE	Each	10	\$	(N/A)	\$	(N/A)	
39	Work Services	9105160203	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - INSTALLATION OF PRECAST CONCRETE STRUCTURES - 24" X 36" INLET, COMPLETE	Each	10	\$	(N/A)	\$	(N/A)	
40	Work Services	9105160204	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - ADJUSTMENT OF FUEL HYDRANT PIT COMPLETE	Each	10	\$	(N/A)	\$	(N/A)	
41	Work Services	9105160206	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - REMOVAL OF FUEL HYDRANT PIT COMPLETE	Each	10	\$	(N/A)	\$	(N/A)	
42	Work Services	9105160207	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - INSTALLATION OF FUEL HYDRANT PIT COMPLETE	Each	10	\$	(N/A)	\$	(N/A)	
43	Work Services	9105160208	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - REMOVAL OF FUEL HYDRANT PIT LINE - 6" OR 8" COMPLETE	Linear Foot	1000	\$	(N/A)	\$	(N/A)	
44	Work Services	9105160209	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - INSTALLATION OF FUEL HYDRANT PIT LINE - 6" COMPLETE	Linear Foot	500	\$	(N/A)	\$	(N/A)	
45	Work Services	9105160211	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - INSTALLATION OF FUEL HYDRANT PIT LINE - 8" COMPLETE	Linear Foot	500	\$	(N/A)	\$	(N/A)	
46	Work Services	9105160034	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - EXTRA STRENGTH VITRIFIED CLAY PIPE (ESVCP) ASTM C 700 - 15"	Linear Foot	250	\$	(N/A)	\$	(N/A)	
47	Work Services	9105160036	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - EXTRA STRENGTH VITRIFIED CLAY PIPE (ESVCP) ASTM C 700 - 18" DIAMETER	Linear Foot	250	\$	(N/A)	\$	(N/A)	
48	Work Services	9105160212	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - REINFORCED CONCRETE PIPE (RCP) TYPE 3, CLASS V - 24" DIAMETER	Linear Foot	250	\$	(N/A)	\$	(N/A)	

Spec# 769425

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49	Work Services	9105160213	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - REINFORCED CONCRETE PIPE (RCP) TYPE 3, CLASS V - 36" DIAMETER	Linear Foot	250	\$	(N/A)	\$	(N/A)	
50	Work Services	9105160214	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - REINFORCED CONCRETE PIPE (RCP) TYPE 3, CLASS V - 48" DIAMETER	Linear Foot	200	\$	(N/A)	\$	(N/A)	
51	Work Services	9105160216	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - REINFORCED CONCRETE PIPE (RCP) TYPE 3, CLASS V - 54" DIAMETER	Linear Foot	200	\$	(N/A)	\$	(N/A)	
52	Work Services	9105160217	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - REINFORCED CONCRETE PIPE (RCP) TYPE 3, CLASS V - 60" DIAMETER	Linear Foot	100	\$	(N/A)	\$	(N/A)	
53	Work Services	9105160133	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - FINE AGGREGATE FA2 FOR FUEL LINES	Cubic Yard	300	\$	(N/A)	\$	(N/A)	
54	Work Services	9105160136	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - REMOVE AND REPLACE CONCRETE BLOCK WALL	Square Foot	2500	\$	(N/A)	\$	(N/A)	
55	Work Services	9105160134	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - INSTALLATION OF PCC RETAINING WALL SYSTEM	Cubic Yard	100	\$	(N/A)	\$	(N/A)	
56	Work Services	9105160218	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - VARIOUS STORM DRAIN PIPE - ADJUSTMENT OF IN-PAVEMENT LIGHT BASE, COMPLETE	Each	30	\$	(N/A)	\$	(N/A)	
57	Work Services	9105160137	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - INSTALLATION OF IN-PAVEMENT LIGHT BASE, COMPLETE	Each	10	\$	(N/A)	\$	(N/A)	
58	Work Services	9105160138	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR -INSTALLATION OF TYPE 1 MARKER LIGHT BASE, COMPLETE	Each	10	\$	(N/A)	\$	(N/A)	
59	Work Services	9105160139	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - REMOVE AND REPLACE IN-PAVEMENT LIGHT BASE, COMPLETE	Each	20	\$	(N/A)	\$	(N/A)	

City of Chicago
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<u>Line No</u>	<u>Line Type</u>	<u>Item</u>	<u>Category</u>	<u>Commodity Desc</u>	<u>UOM</u>	<u>Estimated Usage</u>	<u>Price</u>	<u>Discount or Markup %</u>	<u>Extended Price</u>	<u>Catalog # / ID, Date and Mfr</u>	<u>Comments</u>
60	Work Services	9105160141	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - REMOVE AND REPLACE TYPE 1 MARKER LIGHT BASE, COMPLETE	Each	10	\$	(N/A)	\$	(N/A)	
61	Work Services	9105160142	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - REMOVE AND REPLACE HEAVY DUTY TRENCH DRAINS, FRAMES AND GRATES	Linear Foot	4000	\$	(N/A)	\$	(N/A)	
62	Work Services	9105160143	91051	AIRSIDE CONCRETE, MAINTENANCE & REPAIR - DELIVER AND INSTALL IDOT CONCRETE BARRIER WALL	Each	200	\$	(N/A)	\$	(N/A)	
63	Catalog Line	91051.01	91051.01	AIRSIDE CONCRETE MAINTENANCE AND REPAIR - FURNISH AND DELIVER VARIOUS FRAMES, COVERS AND GRATES AT A MARK UP OVER COST, VERIFIABLE BY SUPPLIER'S INVOICE	Mark Up	\$ 125000	(N/A)		\$		
64	Catalog Line	91051.04	91051.04	AIRSIDE CONCRETE MAINTENANCE AND REPAIR - WORK NOT INCLUDED IN CONTRACT LINE ITEMS BUT REQUIRED TO COMPLETE JOB AT A MARK UP OVER COST	Allowance	\$ 3267460	(N/A)	5%	\$3267460		
65	Catalog Line	91051.09	91051.09	AIRSIDE CONCRETE MAINTENANCE AND REPAIR - OVERTIME FOR ITEMS 1 - 61	Allowance	\$ 326746	(N/A)	N/A	\$326746		

Total Price \$

ARTICLE 10. BIDDER CONTACT INFORMATION

Person to contact regarding bid:

Name: _____ Phone: _____

Address: _____

Indicate if you are:

Manufacturer: YES _____ NO _____

Exclusive dealer/distributor/reseller*: YES _____ NO _____

Authorized dealer/distributor/reseller*: YES _____ NO _____

* If an exclusive or authorized distributor of the proposed manufacturer, bidder must attach to the bid current written documentation from the proposed manufacturer verifying bidder's status.

Manufacturer's name: _____

Address: _____

Phone: (_____) _____

Location of facility where inventory maintained: _____

Bid Line: _____

Proposed Manufacturer and Model Number: _____

Exceptions (explain): _____

CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 4%, 6%, or 8%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC"), is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid.

1. Of the three following bid preference options from 2-92-412, check the one option that Bidder qualifies for and wishes to apply to this Bid:
() 4% Bidder is a City-based business.
() 6% Bidder meets 4% requirements and majority of Prime Contractor's employees are City resident employees and if applicable are not counted towards work hours required by Section 2-92-330.
() 8% Bidder meets 6% requirements and majority of Prime Contractor's City resident employees are residents of a socio-economically disadvantaged area and are not counted towards work hours required by Section 2-92-330.
2. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412? () Yes () No
3. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago? () Yes () No
3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago?
() Yes () No
4. Street address of business location within the City of Chicago (P.O. address not accepted):

5. Describe the business activities are carried out at the location listed above: _____

6. How many full-time regular employees are currently employed at the location listed above? _____
7. How many full-time regular employees at the location listed above are "City resident employees," as that term is defined in this bid solicitation and MCC 2-92-412? _____ (for 6% and 8% preferences only)
8. How many of Bidder's full-time City resident employees identified above are residents of a socio-economically disadvantaged area, as that term is defined in this bid solicitation and MCC 2-92-412? _____ (for 8% preference only)
9. Total number of full-time regular employees employed at all locations worldwide? _____
10. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, 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 Bidder (Print or Type): _____

Signature of Authorized Officer (Sign): _____ Date: _____

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)

Bidder's Commitment to Provide Locally Manufactured Goods Affidavit

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Manufacturer's Affidavit of Local Manufacturing* for each local manufacturer from which goods will be sourced, if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in MCC 2-92-412 will not be allocated to the same bid.

Unless otherwise provided in the applicable bid solicitation, in order for an item to be considered Locally Manufactured Goods, more than 50% of the value of the item must be derived from manufacturing activities that occur within a city-based manufacturer's facility located within the City of Chicago.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____ Specification #: _____
2. The value of Locally Manufactured Goods (as defined in MCC 2-92-410 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

() 25% to 49%-- 1% incentive () 50% to 74%-- 1.5% incentive () 75% or greater-- 2% incentive
3. Identify the bid lines under which Locally Manufactured Goods will be provided and their value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	Locally Manufactured Item(s) to be provided	Manufacturer*	Value of Item(s)
			\$
			\$
			\$
TOTAL:			\$

*Bidder must provide *Manufacturer's Affidavit of Local Manufacturing* for each manufacturer listed.

Bidder understands that if it fails to supply the committed percentage of Locally Manufactured Goods, under MCC 2-92-410 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied.

Bidder understands that it may be required to produce records to the chief procurement officer 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 bidder, 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 Bidder: _____
(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)

LOCAL MANUFACTURING AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. If goods will be manufactured by multiple manufacturers or at multiple facilities in the City of Chicago, submit an affidavit for each. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract Title: _____ Specification #: _____
Bidder/Contractor Name: _____
2. Is manufacturer a "City-Based Manufacturer" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410? () Yes () No
3. Street address of manufacturing facility location within the City of Chicago (P.O. address not accepted):

4. Describe the manufacturing activities carried out at the location listed above: _____

5. List the goods to be manufactured at this facility manufacturer is prepared to provide to Bidder/Contractor, describe the production steps performed at the facility in the manufacture of each item, and the percentage of the item's value derived from manufacturing activities at this facility, and attach a catalog page, cut sheet, or product specification for each item:
Item: _____ Production steps: _____ % of value
Item: _____ Production steps: _____ % of value
6. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Locally Manufactured Goods Incentive is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago.

The Bidder/Contractor understands that it may be required to produce records to the chief procurement officer 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 bidder, 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 Manufacturer: _____
(Print or Type)

Signature of Manufacturer 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)

ELIGIBLE BUSINESS FOR BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

If this is a competitively bid Contract funded in whole by City funds, an Eligible Business preference for alternatively powered vehicles may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be non-Eligible Businesses.

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? () Yes () No

2. Street address of principal place of business: _____

3. How many total vehicles, as defined in the Terms and Conditions, "Bid Incentive for Alternatively Powered Vehicles," are currently owned, operated, leased or otherwise controlled by bidder?

Line 3(a): _____

4. How many of bidder's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles _____

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) _____ %

5. How many of bidder's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternatively Powered Vehicles?

Line 5(a): number of vehicles _____

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) _____ %

Bidder understands that it may be required to produce records to the chief procurement officer 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 bidder, 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 Bidder: _____
(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)

Veteran-Owned Small Local Businesses And Eligible Joint Ventures Affidavit

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-950 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. In some circumstances application of this incentive will affect counting MBE or WBE participation when the small local business involved in claiming the incentive is an MBE or WBE, please consult DPS regulations. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder a "veteran-owned small local business" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-920?
() Yes () No If Yes, attach the bidder's current City of Chicago VBE certification letter and skip to #7 below.
2. Is bidder an "eligible joint venture" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-920?
() Yes () No
3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-920?
() Yes () No
4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in MCC 2-92-920?
() Yes () No
5. Is the veteran-owned business identified in #4 above an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?
() Yes () No

If yes, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-920.

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-
6. Is the veteran-owned business identified in #4 above certified by either: (i) the City as a veteran-owned small local business pursuant to MCC 2-92-930; (ii) the County of Cook as a veteran business enterprise; (iii) the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business or a veteran-owned small business? If yes to any of the above, please provide appropriate documentation.

() Yes () No

7. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

8. Provide address of the veteran-owned business, including the County in which it is located. _____

County: _____

Bidder understands that it may be required to produce records to the chief procurement officer 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 bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Bidder must complete the applicable signature line(s) on the following page.

Veteran-Owned Small Local Businesses AND ELIGIBLE JOINT VENTURES Affidavit – signature page

Required Signature for All Applicants

Name of Veteran-Owned Business: _____

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____

(Signature)

Title of Signatory: _____

(Print or Type)

Additional Required Signatures for Eligible Joint Venture Applicants

Name of Joint Venture (for eligible joint ventures only): _____

(Print or Type)

Name of SBE (for eligible joint ventures only): _____

(Print or Type)

Signature of Authorized Officer for SBE (for eligible joint ventures only): _____

(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)

Bidder's Commitment To Utilize Business Enterprises Owned By People With Disabilities (BEPD)

The BEPD Incentive as described in Section 2-92-337 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____
Specification #: _____

2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

() 2% to 5%-- 1% incentive () 6% to 9%-- 2% incentive

() 10% to 13%-- 3% incentive () 14% or greater-- 4% incentive

Bidder understands that if it fails to utilize the committed percentage of BEPD subcontractors, under MCC 2-92-337 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of BEPD subcontractors throughout the duration of the contract period.

Bidder 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 bidder, 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 Bidder: _____
(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)

Affidavits

Mentoring Program Bid Preference Affidavit

The Mentoring Program bid preference as described in Section 2-92-535 of the Municipal Code of Chicago ("MCC") is applicable to contracts having an estimated value of \$100,000 or more.

A bid preference of **1 percent** of the contract base bid is available to qualified bidders that are prime contractors that have entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement. The bid preference is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidder must submit this form, and a copy of either its mentoring agreement or a subcontractor-to-subcontractor mentoring agreement, with the bid if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be eligible for this bid preference. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

Contract title: _____

Specification #: _____

Bidder understands that if it fails to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which this bid preference was taken into consideration in awarding of a contract, Bidder shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Bidder can demonstrate that due to circumstances beyond the Bidder's control, Bidder for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the contract period.

Bidder 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 bidder, 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 Bidder: _____

(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)

Bidder's Commitment To Encourage Diverse Management and Workforce

The Bid Incentive to Encourage Diverse Management and Workforce as described in Section 2-92-407 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____
Specification #: _____

2. The total percentage of Diverse Management (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Management?

() 10% to 20% -- 0.5% incentive

() Greater than 20% to 40% -- 2% incentive

() Greater than 40% -- 4% incentive

3. The total percentage of Diverse Workforce (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Workforce?

() 10% to 20% -- 2% incentive

() Greater than 20% to 40% -- 4% incentive

() Greater than 40% -- 6% incentive

Bidder may qualify for and apply both the diverse management and diverse workforce bid incentives.

Bidder understands that if it fails to retain the committed percentage of Diverse Management and/or Workforce, under MCC 2-92-407 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of Diverse Management and/or Workforce throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided.

Signature page follows.

Signature Page For Bidder's Commitment To Encourage Diverse Management And Workforce

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, 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 Bidder: _____

(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)

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 _____ 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 _____ 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 _____ 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 _____ 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.: _____

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: _____

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

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

Exhibit 1: Insurance Certificate of Coverage

Named Insured: _____
Address: _____
(Number and Street)

(City) (State) (ZIP)

Specification #: _____
RFP: _____
Project #: _____
Contract #: _____

Description of Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker=s Compensation and Employer=s Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- Each Insurance policy required by this agreement, excepting policies for worker=s compensation and professional liability, will read: AThe City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.@
- The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured
City of Chicago
Procurement Department
121 N. LaSalle St., #806
Chicago, IL 60602

Signature of Authorized Rep. _____
Agency/Company: _____
Address _____
Telephone _____

For City use only

Name of City Department requesting certificate: (Using Dept.) _____
Address: _____ ZIP Code: _____ Attention: _____

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: _____

Specification #: _____

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment 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: TECHNICAL SPECIFICATIONS

SEE ATTACHED BELOW

EXHIBIT - 3

TRENCH BACKFILLING **SECTION P-157**

(Instruction to Consultants: The Master Specification must only be considered to be general guidelines as it is not prepared for a Specific Project. If the items described in the Master Specification do not match the items actually going to be used in a Specific Project, then the Consultant must add new text or modify the existing text so that the final specification is fully coordinated and consistent with the Contract Drawings. The Master Specification must not be considered complete. Additions and deletions necessary to make it project specific are required from the Consultant. Items that are not part of the scope of the Specific Project must be deleted.

The Consultant must add to and/or delete paragraphs, items, etc. to the Master Specification section as required by the scope and nature of the Specific Project. The general format and general statements of the various sections must remain unchanged. The Consultant must modify and finalize the footer to identify the Specific Project as to name of project, project number, and issued for issue date.)

PART 1 DESCRIPTION

1.01 GENERAL:

- A. This Section must consist of furnishing, transporting and placing stabilization stone, bedding material, fine aggregate for trench backfill and acceptable fill material for all trenches (pipes or duct banks) and structure excavations. The work under this Section is subject to the requirements of the Contract Documents.

PART 2 MATERIALS

2.01 MATERIALS:

- A. Fine aggregate for trench backfill must consist of natural sand or washed crushed limestone having a FA-6 gradation conforming to Section 1003 of the Standard Specifications for Road and Bridge Construction (S.S.R.B.C.), Illinois Department of Transportation, latest edition.
- B. Acceptable Fill must be as defined in Section P-152.1.03.A.1.a.
- C. Bedding Material, except for cathodically protected pipes, must be gravel, crushed gravel, crushed stone, or crushed recycled concrete having a CA-11 gradation conforming to Section 1004 of the Standard Specifications for Road and Bridge Construction (S.S.R.B.C.), Illinois Department of Transportation, latest edition. Bedding Material for

cathodically protected (coated and wrapped) pipes must be pea gravel having a CA-16 gradation.

- D. Stabilization Stone must be crushed stone or crushed recycled concrete having CA-1 gradation conforming to Section 1004 of the S.S.R.B.C., latest edition.
- E. CA-11 or CA-1 crushed recycled concrete must be produced on site by the Contractor by crushing Portland cement concrete from O'Hare stockpiles only. They must be crushed from clean rubble obtained from pavement removal or foundations from O'Hare Airport projects. Refer to relevant provisions of Section 02245 Recycled Crushed Concrete and Asphalt.
- F. Where required in the Drawings, geotextile filter fabric must comply with the requirements of Section P-629.

PART 3 CONSTRUCTION METHODS

3.01 METHODS:

- A. All trenches and excavations must be backfilled within a reasonable time after the pipes are installed, unless other protection of the pipe is directed. The backfill material must be as specified herein. Backfill materials and compaction procedures must be acceptable to the Commissioner. In all backfilling, any compressible or destructible rubbish and refuse must be removed from the excavated space before backfilling is started, except that sheeting and bracing must be left in place or removed as the work progresses as specified or directed.
- B. Trench excavated with sloped or benches wall must be backfilled for the full width of the trench, as herein specified.
- C. All backfill materials must be placed longitudinally along the trench. The backfill material must be brought up evenly on each side of the pipe or duct.

3.02 TRENCH STABILIZATION:

- A. If the Commissioner finds that the materials encountered at the elevations specified are unstable and not suitable or in case it is found desirable or necessary to go to an additional depth, the excavation must be carried to such additional depth as the Commissioner may direct in writing. The Contractor must refill such excavated space with Stabilization Stone. Stabilization Stone must be compacted to a firm but slightly yielding condition.

3.03 BEDDING:

- A. The pipe laid in trenches must be bedded in accordance with the details shown on the Plans. Bedding material must be as shown, specified or directed. Bedding must be to a minimum of spring line of the pipe. The bedding material must be placed over the stabilization stone or trench subgrade as applicable.

3.04 TRENCH BACKFILL:

- A. The fine aggregate for trench backfill must be brought up evenly on each side of the pipe or structure to an elevation 1 foot over the top of the pipe. If the trench is to be under pavement, or within 2 feet of the proposed, future or existing pavement edge, then placement and compaction of the fine aggregate trench backfill must continue until the top of subgrade is reached. If the trench is not under, or adjacent to, existing, proposed or future pavement, then acceptable fill must be placed and compacted from an elevation 1 foot over the top of the pipe to top of subgrade.

3.05 MATERIALS PLACEMENT:

- A. Material used as stabilization, bedding and fine aggregate trench backfill to 1 foot over the top of the pipe must be placed by hand in uniform layers not greater than 8 inches in loose thickness and thoroughly compacted in place. Special care must be taken to secure thorough compaction under the haunches and at the sides of the pipe.
- B. Each layer of bedding material and fine aggregate trench backfill to 1 foot over the top of the pipe must be thoroughly tamped and compacted in place with vibratory methods to not less than 90% of maximum dry density as determined by ASTM D 1557.
- C. If the backfill placed from 1 foot above the pipe is fine aggregate trench backfill, it must be placed in uniform layers not greater than 9 inches in loose thickness and thoroughly compacted in place with suitable equipment to not less than 95% of the maximum density as determined by ASTM D 1557. Each lift of Acceptable Fill must be within $\pm 2\%$ of optimum moisture content before the succeeding lift is placed. If the backfill is Acceptable Fill it must be placed in uniform layers not greater than 12 inches in loose thickness and each layer compacted to 85% of maximum density as determined by ASTM D 1557.

- D. The suitability of compacting equipment will be defined per Section P-152.2.08.

3.06 FINISH GRADES:

- A. Finish grading must be performed in accordance with the completed contour elevations and grades shown and must be made to blend into the existing or plan ground surfaces. All finished grading surfaces must be left smooth and free to drain. Finish grades must be brought to elevations within plus or minus 0.10 foot of elevations or contours shown.
- B. The top 4 inches of trench fill in areas to be landscaped must be topsoil in accordance with Section T-905.
- C. Where necessary or where shown, finish grading must be extended to insure that water will be carried off and the site area left smooth and free from depressions holding water.
- D. Movement of construction machinery over a pipe or trench must be at the Contractor's risk. Any pipe damaged thereby must be replaced at the expense of the Contractor.
- E. Any depression which may develop from settlement in backfilled areas within 1 year after the work is fully completed and accepted must be the responsibility of the Contractor. The Contractor must provide, as needed, at his own expense, additional backfill material, pavement base replacement, permanent pavement repairs or replacement and must perform the necessary reconditioning and restoration work to bring such depressed areas to proper grade as acceptable to the Commissioner.

3.07 TESTING:

- A. Trench backfill compaction must be tested and monitored by the Contractor a minimum of 1 test per 100 linear feet of trench, each lift, a minimum of 3 tests per lift, or as directed by the Commissioner. All material and backfill operations must be subjected to testing by the Commissioner with the assistance of the Contractor.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 MEASUREMENT AND PAYMENT:

- A. No separate measurement or payment will be made for items described in this Section of the Specifications. All costs for this work will be considered included in the unit prices for the pay items requiring the various work items delineated in this Specification Section.

END OF SECTION P-157

EXHIBIT - 3

JOINT SEALING FILLER SECTION P-605

(Instruction to Consultants: The Master Specification must only be considered to be general guidelines as it is not prepared for a Specific Project. If the items described in the Master Specification do not match the items actually going to be used in a specific Project, then the Consultant must add new text or modify the existing text so that the final Specification is fully coordinated and consistent with the Contract Drawings. The Master Specification must not be considered complete. Additions and deletions necessary to make it Project specific are required from the Consultant. Items that are not part of the scope of the Specific Project must be deleted.

The Consultant must add to and/or delete paragraphs, items, etc. to the Master Specification Section as required by the scope and nature of the Specific Project. The general format and general statements of the various sections must remain unchanged. The Consultant must modify and finalize the footer to identify the Specific Project as to name of Project, Project number, and issued for issue date.)

PART 1 DESCRIPTION

1.01 GENERAL

- A. This item consists of providing and installing a resilient and adhesive joint sealing filler to effectively seal joints and cracks in pavements. The work under this Section is subject to the requirements of the Contract Documents.

PART 2 MATERIALS

2.01 JOINT SEALING MATERIALS

- A. The joint sealing materials must conform to one or more of the following types, as required by these Specifications and the details as shown on the Project Plans:
 - 1. Silicone Sealants: Joint sealant will be a one-part silicone material that cures to low-modulus rubber upon exposure to atmospheric moisture. The sealant must be recommended by its manufacturer for sealing portland cement concrete, bituminous and asphaltic Airport pavements. The cured material must be capable of withstanding repeated cyclic movements of 100-percent extension and 50-percent compression without permanent damage or failure. Cyclic movement test must be similar to ASTM C 719 or as approved by the Commissioner.

2. For Portland cement concrete-bituminous pavement joints, the joint sealant (Type A) must be manufactured by Dow, D.S. Brown, or Craico. For Portland cement concrete - Portland cement concrete pavement construction and expansion joints, the joint sealant (Type B) must be manufactured by Dow, D.S. Brown, or Craico.

TABLE I
Sillcock Sealant Requirements

Test Method	Test	Type A Sealant Requirements	Type B Sealant Requirements
<u>As Supplied</u>			
MIL-S-8852	Flow, maximum	Self Leveling	Nil
ASTM D-1475	Specific Gravity	1.1-1.4	1.15-1.52
ASTM C-1183	Extrusion Rate, Type S, ml/minute, minimum	50	50
ASTM C-679	Maximum Tack Free Time, minutes	120	90
<u>Upon Complete Cure¹</u>			
ASTM D-2240	Durometer	20-85 (Shore D)	10-25 (Shore A)
ASTM D-412, Die C	Joint Modulus at 150% elongation, maximum psi	30	45
ASTM D-412, Die C	Elongation, minimum %	800	800
ASTM D-5329	Tensile Adhesion, min. % elongation	500	500
<u>Performance²</u>			
ASTM C-719	Movement, 10 cycles at +100/-50%	No Failure	No Failure

¹Sample cured 21 days at 77 degrees F \pm 2 degrees F (25 degrees \pm 1 degrees C) and 50% \pm 5% relative humidity. Proper joint design and proper joint preparation are necessary for maximum performance.

²Specimens cured 28 days at 77 degrees F \pm 2 degrees and 50% \pm 5% relative humidity with no other conditioning prior to testing.

3. **Neoprene Compression Seals:** The Contractor must furnish and install jet fuel resistant neoprene compression seals as manufactured by the D.S. Brown Company, Watson Bowman and Acme, or American Highway Technologies, in joints in concrete pavements. A detail of the installation is shown on the Plans Pavement Joint Details. The manufacturer must certify that the preformed seal must exert a minimum pressure of 3.0 pounds per square inch when compressed to 80 percent of nominal width and a maximum of 25.0 pounds per square inch when compressed to 50 percent of nominal width.

- B. **Backer Rods:** Preformed backer rod must be installed in all pavement construction, expansion and contraction joints as shown in the Plans. Rods must be approved, non-moisture absorbing, non-gassing, extruded, closed-cell polyethylene foam or reticulated closed cell extruded polyolefin foam. Rods must be of a sufficient diameter to support the sealant in the joint without leakage until it has cured. Backup materials must be compatible with the sealant, will not adhere to the sealant, must be compressible without extruding the sealant until the sealant cures, and must recover to maintain contact with the joint faces when the joint is open.
- C. **Lubricant:** Lubricant for installation of preformed joint seal must be one-component polychloroprene compound containing only soluble phenolic resins blended together with anti-oxidants and acid acceptors in aromatic hydrocarbon solvent mixture and must meet the following requirements:

	Requirements	ASTM
Average weight per gallon, pounds	7.8	
Solids content, percent by weight	22 - 28	D1644, Method A
Film strength, psi	2,300 min.	D412
Elongation, percent	750 min.	D412

1. Each shipment of lubricant must be delivered to the jobsite in the manufacturer's original sealed container. Each container must be marked with the manufacturer's name, batch or lot number, and the date of manufacture and must be accompanied by the manufacturer's certification stating that the lubricant meets the requirements of the Specification.
2. This lubricant must be stored at a temperature between 50 degrees Fahrenheit and 80 degrees F and must be used within 270 days of its manufacture.

- D. **Primer:** Contractor must use an appropriate primer as recommended by the manufacturer. Primer must be compatible with the sealant and backer rod, and either manufactured by and/or approved by the sealant manufacturer.

2.02 PRELIMINARY MATERIAL ACCEPTANCE

- A. **Samples of all materials** Contractor proposes for use and copies of the manufacturer's recommendations for mixing and installation must be submitted to the Commissioner for approval at least forty (40) days before use.

2.03 ACCEPTANCE SAMPLING

- A. Each lot or batch of sealant or primer must be delivered to the job site in the manufacturer's original sealed container. Each container must be labeled to include the following:
 - 1. Name of Material
 - 2. Manufacturer's Name
 - 3. Manufacturer's Lot Number
 - 4. Shelf Life
 - 5. Mixing Instructions
 - 6. Storage Instructions
- B. No sealant with expired shelf life will be installed.

PART 3 CONSTRUCTION METHODS

3.01 TIME OF APPLICATION

- A. As soon after completion of the curing period as feasible, Contractor must seal joints. Do not seal joints prior to seven days of moisture free drying after placement, or per minimum manufacturer's recommendation. Except as the Commissioner may otherwise approve, Contractor must complete joint sealing before the pavement is opened to traffic including construction equipment, and in any event within 30 days after curing. The joints must be sealed immediately following the final cleaning period or as soon thereafter as weather conditions allow. At the time of application of the sealing filler materials, the atmospheric and pavement temperature must be above 40 degrees F, and the weather will not be rainy or foggy. The temperature requirement may be waived only when so directed by the Commissioner. Sealing must be performed only during daylight hours.
- B. A qualified representative of each sealant manufacturer must be present at the work site during start of sealing operations to insure adequate workmanship and inspection of the sealing operation.
- C. At a temperature of 75 degrees F (24 degrees C) and 50 percent relative humidity, silicone sealant must cure to a tack-free surface in about two hours. At a temperature of 40 degrees F (4 degrees C) the tack-free time must be about 4 hours.
- D. If the Contractor needs to use the sealed pavement for construction traffic before placement of the sealing filler materials, and if the Commissioner concurs in such use, the Contractor must temporarily fill

the joints with a jute or nylon rope immediately after the joint is sawed. The rope must be slightly larger than the joint and must be forced into the joint so that the top of the rope is 1/8 inch below the pavement surface. The rope must be removed immediately before cleaning.

3.02 EQUIPMENT

- A. All equipment necessary for the proper construction of this work must be on the Project in first-class working condition. The equipment must be as recommended by the sealant manufacturer and will be approved by the Commissioner before construction is permitted to start. Air compressors must be equipped with suitable traps capable of removing all free water and oil from the compressed air and must be capable of furnishing air with a pressure greater than 90 psi at 150 ft³/min. Teflon-lined hoses will be required for silicone sealant application equipment.

3.03 PREPARATION OF JOINTS

- A. After final joint sawing is complete and immediately before sealing, the joints must be thoroughly cleaned of all resulting cement slurry, laitance, curing compound and other foreign material. Cleaning must be accomplished by sandblasting or by high pressure water blasting. Upon completion of cleaning, the joints must be blown out with compressed air. During all operations, Contractor must exercise care not to damage or remove the filler material in expansion joints. No airborne dust will be allowed.

3.04 INSTALLATION OF SEALANT

- A. Joints must be inspected for proper width, depth, alignment, and preparation, and will be approved by the Commissioner before sealing is allowed. Sealing filler materials must be installed according to the manufacturers' recommendations and the following requirements.
- B. Silicone Sealants: Before sealing the joints, the Contractor must demonstrate that the equipment and procedures for preparing, mixing, and placing the sealing materials must produce a satisfactory joint seal. This must include the preparation of two small batches of sealant and the application of the resulting material.
 - 1. To ensure that superior workmanship is achieved throughout the Work, the Contractor must construct tests as follows before commencing the Work. To evaluate workmanship of each of the Contractor's specific joint sealing crews, each will construct a test section at a location approved by the Commissioner. When the test sites are completed to the satisfaction of the

Commissioner, the Contractor must be notified to proceed with the specifically approved crews in completing the work.

2. To maintain an acceptable level of productivity and quality, the Contractor must complete the remaining work with the same crew members comprising the specifically approved crews. The Contractor must submit notice to the Commissioner if any personnel changes to the specifically approved crews are anticipated or experienced. If at any time during the construction of the work after a personnel change has been made, the Commissioner believes the workmanship has diminished and notifies the Contractor, the crew must halt construction. The Contractor must then reinstate the original specifically approved crews or must perform another test area to qualify the new crew. Upon a successful subsequent test section and approval of the new crew, the Contractor may proceed with the construction.
 3. Sequence of backer rod installation and the primer application must be according to the sealant manufacturer's instructions. After the final cleaning with compressed air, the backer rod must be installed to the depth shown on the Plans by means of an approved roller device that ensures consistent, uniform placement. The backer rod must be butted tightly together at joint intersections, not allowing joint sealant to flow past the rod into the joint.
 4. The joint faces must be clean and dry when the sealant is applied. The sealant must be applied directly from the original drums as received at the site. The sealant must be applied in a continuous operation, with an approved mechanical device that will force the sealant to the bottom of the joint and completely fill the joint without spilling the material on the surface of the pavement. Any sealant spilled on the surface of the pavement must be removed immediately. The sealant must adhere to the joint surfaces and fill the joints uniformly solid without formation voids. Sealant that does not bond to the joint walls, contains voids, or fails to set to a tack-free condition will be rejected and replaced by the Contractor at no additional cost to the Owner.
- C. **Preformed Elastomeric Joint Seals:** Preformed joint sealer must be placed using equipment capable of installing the sealer in the upright position, without cutting, nicking, distorting, or otherwise damaging the seal. Lubricant must be applied to the concrete or preformed seal, or both, and the seal must be installed in a substantially compressed condition and at the depth below the surface of the pavement as shown in the Plans. The method of installation must be such that the

joint sealer must not be stretched more than 4 percent of the minimum theoretical length, or compressed more than 2 percent. The method of installation must be checked for stretching or compression, using transverse joint sealer. The check must consist of installing sealer in five joints of at least 25 feet in length, removing the sealer immediately after installation, and checking the length. This check may be modified by premarking or precutting the sealer to length prior to installation if this is compatible with the equipment being used. If the measured length of any of these five sealers indicated that the sealer is stretched or compressed beyond these limits, the installation must be modified to correct the situation. Once satisfactory sealing operations have started, one joint length per every hundred must be removed and checked. If the limits are exceeded, the joint sealers on either side should be removed until the condition disappears. The affected joints must be resealed in a satisfactory manner at no cost to the owner, and the method of installation must be checked again for satisfactory procedure. The seal must be installed and must be cut at the joint intersections for continuous installation of the seal in the transverse joints.

3.06 WARRANTY

- A. The General Contractor must warrant, in writing, the entire joint sealing installation, regardless of installation conditions, for a period of five (5) years after the Project is substantially complete. The warranty must specifically state the sealant must prevent infiltration of water or other material through the joint under normal usage, will not flow, have loss of bond (adhesive failure), blister, crack, or lose its resiliency. Upon receipt of notice from the Commissioner of defects at any time within five years from the date of final acceptance, the Contractor must repair or replace any defective material or workmanship in a manner satisfactory and acceptable to the Commissioner.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. No measurement or direct payment will be made for joint sealing filler. All costs of furnishing materials, preparation, delivery, labor, and installation, equipment, tools, certification and all work necessary to complete this item, including but not limited to all saw cutting, will be considered subsidiary to and included in the price paid for Section P-623 Sawcut and Seal for the pavement adjacent to the joint.

END OF SECTION P-605

EXHIBIT - 3

STRUCTURAL PORTLAND CEMENT CONCRETE SECTION P-610

(Instruction to Consultants: The Master Specification must only be considered to be general guidelines as it is not prepared for a Specific Project. If the items described in the Master Specification do not match the items actually going to be used in a Specific Project, then the Consultant must add new text or modify the existing text so that the final specification is fully coordinated and consistent with the Contract Drawings. The Master Specification must not be considered complete. Additions and deletions necessary to make it project specific are required from the Consultant.

The Consultant may modify the Master Specification section as required by the scope and nature of the Specific Project. The general format and general statements of the various sections must remain unchanged. The Consultant must modify and finalize the footer to identify the Specific Project as to name of project, project number, and issued for/issue date.)

PART 1 DESCRIPTION

1.01 GENERAL

- A. This item must consist of either plain or reinforced cast-in-place structural Portland cement concrete and precast concrete structures, prepared and constructed in accordance with these Specifications, at the locations and of the form and dimensions shown on the Drawings. The work under this Section is subject to the requirements of the Contract Documents. Work under this Section is subject to full-time Quality Control surveillance.

1.02 SUBMITTALS

- A. Mix designs
- B. Submit concrete mix designs prepared by an independent testing laboratory meeting the requirements of ASTM C1077 in accordance with ACI 301 "Specifications for Structural Concrete".
- C. Shop Drawings
- D. Structural concrete structure details including reinforcing steel
- E. Test Reports
- F. Submit material test reports and certifications where referenced in this Specification.

1.03 QUALITY ASSURANCE

- A. Quality Control is the responsibility of the Contractor. Quality Assurance will be at the discretion of the Commissioner.

PART 2 MATERIALS

2.01 GENERAL

- A. Only approved materials, conforming to the requirements of these Specifications, must be used in the work. The source of supply of each of the materials must be approved by the Commissioner before delivery or use is started. Representative preliminary samples of the materials must be submitted by the Contractor, when required, for examination and test. Materials must be stored and handled to insure the preservation of their quality and fitness for use and must be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed therein.
- B. In no case will the use of pit-run or naturally mixed aggregates be permitted. Naturally mixed aggregate must be screened and washed, and all fine and coarse aggregates must be stored separately and kept clean. The mixing of different kinds of aggregates from different sources in one storage pile or alternating batches of different aggregates will not be permitted.
- C. Reactivity: Aggregates (coarse and fine) must be tested for deleterious reactivity with alkalis in the cement, which may cause excessive expansion of the concrete. Tests of coarse and fine aggregate must be made in accordance with ASTM C1260 and C1567 by an independent test laboratory that meets the requirements of ASTM C1077. If the expansion of the coarse or fine aggregate test specimens, tested in accordance with ASTM C1260, does not exceed 0.10% at 28 days (30 days from casting), the coarse or fine aggregates shall be accepted. If the expansion at 28 days is greater than 0.10%, test specimens must be made in accordance with ASTM C1567 using all components (e.g. coarse aggregate, fine aggregate, cementitious materials, and/or specific reactivity reducing chemicals) in the proportions proposed for the mixture design. If the expansion of the proposed mixture design test specimens, tested in accordance with ASTM C1567 does not exceed 0.10% at 28 days, the aggregates will be accepted. If the expansion of the proposed mixture design test specimens is greater than 0.10% at 28 days, the aggregates will not be accepted unless adjustments to the mixture design can reduce the expansion to less than 0.10% at 28 days, or new aggregates must be

evaluated and tested.

- D. As verification of the Contractor's work, the City may conduct inspections and tests simultaneous to and/or subsequent to those tests described in this specification.

2.02 COARSE AGGREGATE

- A. The coarse aggregate for concrete must meet the requirements of IDOT SSRBC Section 1004.
- B. Coarse aggregate must be well graded from coarse to fine and must meet one of the gradations shown in Table 1, using ASTM C 136. Independent certified test results not more than 30 days old must be submitted.

TABLE 1
Gradation for Coarse Aggregate

Sieve Designation (square openings)	Percentage by Weight Passing Sieves				
	1-1/2"	1"	3/4"	1/2"	No. 4
No. 4 to 3/4 in.	—	100	95-100	45-70	5-15
No. 4 to 1 in.	100	90-100	—	35-60	0-10

2.03 FINE AGGREGATE

- A. The fine aggregate for concrete must meet the requirements of IDOT SSRBC Section 1003.
- B. The fine aggregate must be well graded from fine to coarse and must meet the requirements of Table 2, when tested in accordance with ASTM C 136. Independent certified test results not more than 30 days old must be submitted.

TABLE 2
Gradation for Fine Aggregate

Sieve Designation (square openings)	By Weight Passing Sieves
Sieve	Percentage
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 16 (1.18 mm)	45-80
No. 30 (0.60 mm)	25-55
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

- C. Blending will be permitted, if necessary, in order to meet the gradation requirements for fine aggregate. Fine aggregate deficient in the percentage of material passing the No. 50 mesh sieve may be accepted, provided that such deficiency does not exceed 5% and is remedied by the addition of pozzolanic or cementitious materials other than Portland cement, as specified in 610-2.06 on admixtures, in sufficient quantity to produce the required workability as acceptable to the Commissioner.

2.04 CEMENT

- A. Cement must conform to the requirements of ASTM C-150 Type I. See Paragraph 610-3.02 for the required amount of cement.
- B. The Contractor must furnish vendors' certified test reports for each carload, or equivalent, of cement shipped to the Project. The report must be delivered to the Commissioner before permission to use the cement is granted. All such test reports may be subject to verification by testing sample materials received for use on the Project.

2.06 WATER

- A. The water used in concrete must be free from sewage, oil, acid, strong alkalis, vegetable matter, clay and loam. If the water is of questionable quality, it must be tested in accordance with AASHTO T26. Water known to be of potable quality (from public distribution system) may be used without testing.

2.06 ADMIXTURES

- A. The use of any material added to the concrete mix must be acceptable to the Commissioner. Before acceptance of any material, the Contractor must be required to submit the results of complete physical and chemical analyses made by an acceptable testing laboratory. Subsequent tests may be made of samples taken by the Commissioner from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that accepted.
- B. Pozzolanic admixtures must have fly ash meeting the requirements of ASTM C618.
- C. Ground Granulated Blast Furnace (GGBF) slag cement may be permitted at the Contractor's option. GGBF slag must conform to ASTM C989, Grade 100 or 120. GGBF must be used only at a rate between 25 and 40 percent of the total cementitious material by mass.
- D. Air-entraining admixtures must meet the requirements of ASTM C260. Air-entraining admixtures must be added at the mixer in the amount necessary to produce the specified air content. The air-entrainment agent and any water reducer admixture must be compatible.
- E. Water-reducing, set-controlling admixtures must meet the requirements of ASTM C494, Type A, water-reducing or Type D, water-reducing and retarding.
- F. Water-reducing admixtures must be added at the mixer separately from air-entraining admixtures in accordance with the manufacturer's printed instructions.

2.07 PREMOLDED JOINT MATERIAL

- A. Premolded joint material for expansion joints must meet the requirements of ASTM D1751 or ASTM D1752.

2.08 JOINT FILLER

- A. Filler for joints must meet the requirements of Section P-805, unless otherwise specified or shown on the Drawings.

2.09 STEEL REINFORCEMENT

- A. Reinforcing must consist of deformed reinforcement bars conforming to the requirements of ASTM A615 Grade 60.

- B. Welded Steel wire fabric must conform to ASTM A1064.

2.10 COVER MATERIALS FOR CURING

- A. Curing materials must conform to one of the following Specifications:
- B. Waterproof Paper for Curing Concrete - ASTM C171.
- C. Polyethylene Sheeting for Curing Concrete - ASTM C173.
- D. Liquid Membrane-Forming Compounds for Curing Concrete - ASTM C309, Type 2.

PART 3 CONSTRUCTION METHODS

3.01 GENERAL

- A. The Contractor must furnish all labor, materials, and services necessary for, and included in the completion of all work as shown on the Drawings and specified herein. All machinery and equipment owned or controlled by the Contractor, which the Contractor proposes to use on the work, must be of sufficient size to meet the requirements of the work, and must be such as to produce satisfactory work; all work will be subject to inspection and acceptance by the Commissioner.

3.02 CONCRETE COMPOSITION

- A. Cast-in-place concrete must develop a minimum compressive strength of 4,000 pounds per square inch in 28 days, except as otherwise noted on the Plans or in the Specifications, as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete must contain not less than 535 pounds of total cementitious materials per cubic yard (318 kg per cubic meter). The concrete must contain 6 percent of entrained air, plus or minus 1 percent, as determined by ASTM C231. The concrete must have a slump of not more than 4 inches (10 cm) as determined by ASTM C143. For placement where workability may require a slump higher than 4 inches, the Contractor may adjust the slump upwards subject to the mix not exceeding a water/cement ratio of 0.45 and that batch weights are obtained from the concrete supplier and the Contractor QC organization conducts calculations to ensure that the water/cement ratio is not exceeded, subject to the approval by the Commissioner on a case-to-case basis.
- B. The Contractor must employ, at the Contractor's expense, an independent quality control testing laboratory that meets the requirements of ASTM C1077 and approved by the Commissioner, to

design the mix for each type of concrete required in accordance with the Specifications and Drawings. Mix designs prepared by concrete manufacturers must be tested and verified by the quality control testing laboratory for conformity with the Specifications and submitted to the Commissioner for review. No concrete will be placed until the mix design and 28 day strength test results are submitted and accepted by the Commissioner.

3.03 ACCEPTANCE SAMPLING AND TESTING

- A. Cast-in-place concrete for each structure will be accepted on the basis of the compressive strength specified in Paragraph 3.02. The concrete must be sampled in accordance with ASTM C172. Compressive strength specimens must be made by the Contractor in accordance with ASTM C31. Tests for slump (ASTM C143), air content (ASTM C231), and temperature (ASTM C1064) must be made by the Contractor on the first load and last load and for every 50 cubic yards of each days placement of concrete. Compressive strength specimens (1 cylinder to be tested at 7 days, 1 at 14 days, 2 at 28 days) must be casted by the Contractor in accordance with ASTM C31, for each 100 cubic yards placed with a minimum of one set per day's placement.
- B. The Contractor must make and initially cure and store the test specimens in accordance with ASTM C31. The Contractor must transport and deliver the test specimens to the Commissioner's laboratory for testing. A Chain of Custody form provided by the Commissioner must be used. The Contractor must be responsible for developing a system of recording the initial curing temperatures and this data must be sent to the Commissioner's laboratory with the test specimens. The Commissioner will make the actual tests on the specimens in accordance with ASTM C39 at no expense to the Contractor.

3.04 PROPORTIONING AND MEASURING DEVICES

- A. When package cement is used, the quantity for each batch must be equal to one or more whole sacks of cement. The aggregates must be measured separately by weight. If aggregates are delivered to the mixer in batch trucks, the exact amount for each mixer charge must be contained in each batch compartment. Weighing boxes or hoppers must be approved by the Commissioner and must provide means of regulating the flow of aggregates into the batch box so that the required and exact weight of aggregates can be readily obtained.

3.06 CONSISTENCY

- A. The consistency of the concrete must be checked by the slump test specified in ASTM C143.

3.06 MIXING

- A. Concrete may be mixed at the construction site, at a central point, and/or wholly or in part in truck mixers. The concrete must be mixed and delivered in accordance with the requirements of ASTM C94.

3.07 MIXING CONDITIONS

- A. The concrete must be mixed only in quantities required for immediate use. Concrete must not be mixed while the air temperature is below 40 degrees F (4 degrees C) without permission of the Commissioner. If permission is granted for mixing under such conditions, aggregates or water, or both, must be heated and the concrete must be placed at a temperature not less than 50 degrees F (10 degrees C) nor more than 90 degrees F (32 degrees C). The Contractor must be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and must replace such work at his or her expense.
- B. No retempering of concrete by adding water or any other material is permitted.
- C. The delivery of concrete to the job must be in such a manner that batches of concrete will be deposited at uninterrupted intervals.

3.08 FORMS

- A. Concrete must not be placed until all the forms and reinforcements have been inspected and acceptable to the Commissioner. Forms must be of suitable material and must be of the type, size, shape, quality, and strength to build the structure as designed on the Plans. The forms must be true to line and grade and must be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The Contractor must bear responsibility for their adequacy. The surfaces of forms must be smooth and free from irregularities, dents, sags, and holes.
- B. The internal ties must be arranged so that, when the forms are removed, no metal will show in the concrete surface or discolor the surface when exposed to weathering. All forms must be wetted with water or with a nonstaining mineral oil which must be applied shortly

before the concrete is placed. Forms must be constructed so that they can be removed without injuring the concrete or concrete surface. The forms must not be removed from vertical faces, walls, slender columns, and similar structures before the expiration of at least 30 hours; forms supported by falsework under slabs, beams, girders, arches, and similar construction must not be removed until tests indicate that at least 60% of the design strength of the concrete has developed.

3.09 PLACING REINFORCEMENT

- A. All reinforcement must be accurately placed, as shown on the Plans, and must be firmly held in position during concreting. Bars must be tied at all intersections except where the center to center dimension is less than 1 foot in each direction, in which case alternate intersections may be tied. The reinforcement must be supported by approved metal chairs. Shop Drawings, lists, and bending details must be supplied by the Contractor when required.

3.10 EMBEDDED ITEMS

- A. Before placing concrete, any items that are to be embedded must be firmly and securely fastened in place as indicated. All such items must be clean and free from coating, rust, scale, oil, or any foreign matter. The embedding of wood must be avoided. The concrete must be spaded and consolidated around and against embedded items.
- B. Notify other trades involved in ample time to perform their work.

3.11 PLACING CONCRETE

- A. All concrete must be placed during daylight, unless otherwise approved. The concrete must not be placed until the depth and character of foundation, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved. Concrete must be placed as soon as practical after mixing and in no case later than 60 minutes after water has been added to the mix. The method and manner of placing must be such to avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes must be used as an aid in placing concrete when necessary. Dropping the concrete a distance of more than 5 feet, or depositing a large quantity at one point, will not be permitted. Concrete must be placed upon clean, damp surfaces, free from running water, or upon properly consolidated soil.

- B. The concrete must be compacted with suitable mechanical vibrators operating within the concrete. When necessary, vibrating must be supplemented by hand spading with suitable tools to assure proper and adequate compaction. Furnish a spare, working vibrator on the job site whenever concrete is placed. Consolidate concrete slabs greater than 4 inches in depth with highly frequency mechanical vibrating equipment supplemented by hand spading and tamping. Consolidate concrete slabs 4 inches or less in depth by wood tampers, spading and setting with a heavy leveling straightedge. Operate internal vibrators with vibratory element submerged in the concrete, with a minimum frequency of not less than 8000 cycles per minute. Do not use vibrators to transport the concrete in the forms. Penetrate the previously placed lift with the vibrator when more than one lift is required. Use external vibrators on the exterior surface of the forms when internal vibrators do not provide adequate consolidation of the concrete.
- C. Vibrators must be manipulated so as to work the concrete thoroughly around the reinforcement and embedded fixtures and into corners and angles of the forms. The vibration at any joint must be of sufficient duration to accomplish compaction but must not be prolonged to the point where segregation occurs. Concrete deposited under water must be carefully placed in a compact mass in its final position by means of a tremie, a closed bottom dump bucket, or other approved method and must not be disturbed after being deposited.

3.12 CONSTRUCTION JOINTS

- A. When the placing of concrete is suspended, necessary provisions must be made for joining future work before the placed concrete takes its initial set. For the proper bonding of old and new concrete, such provisions must be made for grooves, steps, keys, dovetails, reinforcing bars or other devices as may be prescribed. The work must be arranged so that a section begun on any day must be finished during daylight of the same day. Before depositing new concrete on or against concrete which has hardened, the surface of the hardened concrete must be cleaned by a heavy steel broom, roughened slightly, wetted, and covered with a neat coating of cement paste or grout.

3.13 EXPANSION JOINTS

- A. Expansion joints must be constructed at such points and dimensions as indicated on the Drawings. The premolded fillers must be cut to the same shape as the surfaces being joined. The filler must be fixed firmly against the surface of the concrete already in place so that it will not be displaced when concrete is deposited against it.

3.14 DEFECTIVE WORK

- A. Any defective work disclosed after the forms have been removed must be immediately removed and replaced. If any dimensions are deficient, or if the surface of the concrete is bulged, uneven, or shows honeycomb, which in the opinion of the Commissioner cannot be repaired satisfactorily, the entire section must be removed and replaced at the expense of the Contractor.

3.15 SURFACE FINISH

- A. All exposed concrete surfaces must be true, smooth and free from open or rough spaces, depressions, or projections greater than $\frac{1}{4}$ -inch of the proposed finish. The concrete in horizontal plane surfaces must be brought flush with the finished top surface at the proper elevation and must be struck-off with a straightedge and floated. Mortar finishing will not be permitted, nor must dry cement or sand-cement mortar be spread over the concrete during the finishing of horizontal plane surfaces.
- B. When directed, the surface finish of exposed concrete must be a rubbed finish. If forms can be removed while the concrete is still green, the surface must be pointed and wetted and then rubbed with a wooden float until all irregularities are removed. If the concrete has hardened before being rubbed, a carborundum stone must be used to finish the surface. When approved, the finishing can be done with a rubbing machine. Surfaces subject to foot traffic must have a broom finish.

3.16 CURING AND PROTECTION

- A. All concrete must be properly cured and protected by the Contractor. The work must be protected from the elements, flowing water, and from defacement of any nature during the building operations. The concrete must be cured as soon as it has sufficiently hardened by covering with an approved material. Membrane-forming curing compound must be applied in accordance with the manufacturer's recommendations. Water-absorptive coverings must be thoroughly saturated when placed and kept saturated for a period of at least 3 days. All curing mats or blankets must be sufficiently weighted or tied down to keep the concrete surface covered and to prevent the surface from being exposed to currents of air or blown about due to the blast of jet engines. Where wooden forms are used, they must be kept wet at all times until removed to prevent the opening of joints and drying out of the concrete. Traffic or loading must not be allowed on concrete surfaces for 7 days after the concrete has been placed. If the

Contractor seeks permission from the Commissioner to place traffic or load before 7 days, the Contractor QC and Contractor's laboratory must make and break additional cylinders for this purpose, subject to verification by the Commissioner.

3.17 DRAINS OR DUCTS

- A. Drainage pipes, conduits, and ducts that are to be encased in concrete must be installed by the Contractor before the concrete is placed. The pipe must be held rigidly so that it will not be displaced or moved during the placing of the concrete.

3.18 HOT AND COLD WEATHER PROTECTION

- A. The Contractor will not be entitled to additional compensation for satisfying the hot weather or cold weather placement requirements below.
- B. The Contractor must place concrete in accordance with ACI 305R Hot Weather Concreting and ACI 306.1 Standard Specification for Cold Weather Concreting.
- C. If concrete is placed where the weather is such that the temperature of the concrete could exceed 90 degrees Fahrenheit, the Contractor must employ effective means such as pre-cooling of aggregates or using ice as necessary to maintain the temperature of concrete below 90 degrees Fahrenheit as it is placed.
- D. When concrete is placed at temperatures below 40 degrees F (4 degrees C), the Contractor must provide satisfactory methods and means to protect the mix from injury by freezing. The aggregates, or water, or both, must be heated in order to place the concrete at temperatures between 50 degrees and 90 degrees F. Snow, ice, and frost must be removed from the surfaces, including reinforcement against which concrete is to be placed. Before beginning concrete placement, the subgrade must be thawed.
- E. Calcium chloride must not be used in the concrete mix. After the concrete has been placed, the Contractor must provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 50 degrees F (10 degrees C) until at least 80% of the designed strength has been attained.
- F. The Contractor must submit detailed procedures for production, transportation, placement, protection curing, testing and temperature

monitoring of concrete during hot or cold weather. The Hot or Cold Weather Concreting Plan must include procedures to be implemented upon abrupt changes in weather conditions or equipment failures.

3.19 FILLING JOINTS

- A. All joints which require filling must be thoroughly cleaned, and any excess mortar or concrete must be cut out with proper tools. Joint filling must not be started until after final curing and must be done only when the concrete is completely dry. The cleaning and filling must be carefully done with proper equipment and in a manner to obtain a neat looking joint free from excess filler.

3.20 PRECAST CONCRETE

- A. At the option of the Contractor and subject to the approval by the Commissioner, some cast-in-place structures such as manholes, handholes, and drainage structures may be substituted with precast concrete. If precast concrete is adopted, it will be subject to the requirements of the applicable portions of Sections 504, 1020, and 1042 or other Sections or articles cited elsewhere in this Specifications of the following:
 - 1. "Standard Specifications for Road and Bridge Construction" (SSRBC) prepared by the Illinois Department of Transportation, latest edition. The SSRBC is referred to in the following Articles as the "Standard Specifications" and as except as may be otherwise stated, the work to be done under Precast Concrete must conform to the requirements of said "Standard Specifications".
 - 2. Where the "Standard Specifications" refer to "Engineer", it will be understood to mean "Commissioner".
 - 3. Where the "Standard Specification refer to "Engineer" for required tests and inspections, it will be understood to mean "Contractor".
 - 4. Standard Specifications articles referring to "Method of Measurement" and "Basis of Payment" are not applicable.
- B. Precast concrete materials must meet the requirements of Article 504.02 as applicable and equipment must meet the requirements of Article 504.03.

- C. The precast unit manufacturer must have a minimum of 5 years experience in producing precast/precast prestressed units and must have a current Prestressed Concrete Institute quality program certification which demonstrates its registration to the ISO 9002 standard or approved equal. A copy of the certification must be submitted to the Commissioner for review.
- D. Concrete materials must be combined so as to produce a concrete meeting all the requirements specified in Articles 1020.04, 1020.05, and 1042.03 for Class PC Concrete (Mix design compressive strength of 4,500 psi minimum at 28 days) for precast structures. Other concrete mix designs proposed by the Contractor must be submitted for review and approval by the Commissioner. Aggregates must conform to the requirements of Articles 1003.02 and 1004.02 with the exception of gradation. It will be the Contractor's responsibility to determine the proportions of the materials for the concrete, and to exercise quality control with respect to the mixture, so that each batch of concrete entering into the members will meet the requirements specified. Batches of concrete not meeting the requirements as to slump and entrained air content will be rejected.
- E. Before the work begins, the Contractor must furnish the Commissioner a listing of the name, source, brand or type and/or supplier for each of the materials, and must secure the Commissioner's approval of the proportions of cement, fine aggregate, coarse aggregate, admixtures and water the Contractor proposes to use.
- F. Precast construction requirements must be in accordance with the applicable provisions of Articles 504.05 and 504.06.
- G. Slump, air content, and strength tests for precast concrete must be in accordance to the applicable provisions of Articles 1020.07, 1020.08, and 1020.09, respectively. Certified concrete test results must be submitted in a timely manner by the Contractor for review of the Commissioner. Handling, measuring, batching, and mixing of precast concrete must be in accordance with Articles 1020.10 and 1020.11. The Director reserves the right to inspect and witness the manufacture of the precast units and the testing of concrete samples.
- H. Precast sections must be installed in horizontal courses. The units must be laid in mortar, sealed with external sealing bands, or sealed using mortar joint sealer. When mastic joint sealer is used, the material shall completely fill the joint after the units have been brought together. All precast units shall be installed on a 6" thick sand cushion of FA-6 compacted to 95% Modified Proctor ASTM D1557, or as shown on the Drawings.

- I. Special Requirements for ComEd Precast Manholes and Accessories
- ComEd prefers the use of precast manholes (ComEd Standard C4381) wherever possible. ComEd precast manholes can only be ordered and furnished from an approved ComEd vendor. Installation of precast ComEd manholes must comply with ComEd Standard C4381. Refer to CE-100, Commentary on ComEd Standards for Utility Manholes, Ductbanks, and Equipment Foundations at the CDA.

PART 4 METHOD OF MEASUREMENT

4.01 MEASUREMENTS

- A. Cast-in-place and precast Portland Cement concrete, either plain or reinforced, and the reinforcing steel will not be measured separately for payment but will be included in the unit of measurement for manholes, handholes, catch basins, and marker light bases.

PART 5 BASIS OF PAYMENT

5.01 PAYMENTS

- A. Payment for Cast-in-Place and Portland cement concrete, either plain or reinforced, will be made at the Contract unit price for designated item and unit of measurement, including but not limited to: manholes, handholes, catch basins, and marker light bases. Reinforcing steel will not be paid for separately but will be included in the unit price bid for the designated item.

(Edit Note to Designer: Measurement and payment to be edited as required by the final design requirements.)

END OF SECTION P-610

EXHIBIT 4: CONTRACTORS PERFORMANCE & PAYMENT BOND

SEE ATTACHED BELOW

***RIDER ATTACHED**
CONTRACTORS PERFORMANCE & PAYMENT BOND

Know All Men By these Presents, That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of
lawful money of the United States, for the payment of which sum of money,
well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Sealed with our seals and dated this day of A.D., 20____

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing
contract No. And Specification No. all in conformity with said contract, for,

S P E C I M E N

The said contract is incorporated herein reference in its entirety, including without limitation, any and all indemnification provisions.

*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, cost and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person or damage to real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Chief Procurement Officer, and /or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the Chief Procurement Officer shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its ability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, cost or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which in anywise result from any injuries to, or death of any person, or damage to any real or personal property, arising or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgment thereon, render against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago, for his use and

benefit, and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved _____, 20 ____ (Seal)

Chief Procurement Officer

(Seal)

(Seal)

(Seal)

Approved as to form and legality:

(Seal)

Assistant Corporation Counsel

(Seal)

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.