Release Summary Sheet

Contract (PO) Number: 9911

Release Number: 56

Specification Number: 26936

Name of Contractor: ROSSI CONTRACTORS, INC.

City Department: DEPARTMENT OF WATER MANAGEMENT

Title of Contract: DOWM - JOC - SITE WORK

Dollar Amount of Release: $142,671.76

Release Description: DOWM - JOC - SITE WORK

Procurement Services Contact Person: BYRON WHITTAKER

Vendor Number: 1033386
Submission Date:
**CITY OF CHICAGO**  
**BLANKET RELEASE**  

**SUBJECT TO SUBCONTRACTOR CERTIFICATION**  
Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

<table>
<thead>
<tr>
<th>RELEASE DATE</th>
<th>PURCHASE ORDER</th>
<th>RELEASE NUMBER</th>
<th>SPECIFICATION NUMBER</th>
<th>VENDOR NUMBER</th>
<th>SITE NAME</th>
<th>DELIVERY DATE</th>
<th>PAGE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/30/2009</td>
<td>9911</td>
<td>56</td>
<td>26936</td>
<td>1033384</td>
<td>A</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

**DELIVER TO:**  
88-D40  
D40  
CHIEF WATER ENGINEER'S OFFICE  
1000 E OHIO ST  
CHICAGO IL 60611  
Chicago, IL

**ORDERED FROM:**  
ROSSI CONTRACTORS, INC.  
201 W LAKE ST  
(EFT)  
NORTHLAKE, IL 60164

**DELIVERY CHARGES to be PREPAID**  
TITLE TO PASS ON DELIVERY

**CONTACT:**  
312-742-3614

**PO DESCRIPTION:**  
DOWNM - JOC - SITE WORK

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**BLANKET RELEASE**

THIS SIGNED RELEASE IS YOUR AUTHORITY TO FURNISH THE SPECIFIED SUPPLIES AND/OR SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BLANKET AGREEMENT NUMBER: 9911

THIS PURCHASE IS FOR DEPARTMENT:  
88 - DEPARTMENT OF WATER MANAGEMENT

SUBMIT THE ORIGINAL INVOICE TO:  

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<table>
<thead>
<tr>
<th>PO Line</th>
<th>Ship Line</th>
<th>COMMODITY INFORMATION</th>
<th>QUANTITY</th>
<th>UOM</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>DOWNM - JOC - SITE WORK</td>
<td>71,335.88</td>
<td>USD</td>
<td>1.00</td>
<td>71,335.88</td>
</tr>
</tbody>
</table>

**SHIPMENT TOTAL:**  
71,335.88

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<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>DOWNM - JOC - SITE WORK</td>
<td>71,335.88</td>
<td>USD</td>
<td>1.00</td>
<td>71,335.88</td>
</tr>
</tbody>
</table>

**SHIPMENT TOTAL:**  
71,335.88

**RELEASE TOTAL:**  
142,671.76

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**APPROVAL:**  
[Signature]  
2/6/10

**DATE:**  
2/6/10

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Payment on this order will be made upon receipt of an original vendor invoice form referencing this order. Submit the original invoice to the department referenced above. Mark all packages and papers with the purchase number. Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase. This purchase is subject to the City of Chicago General Conditions for Supplies. Work, or Professional Consulting Services; Special Conditions, Disclosure Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.
Memorandum

TO: Jamie Rhee
Chief Procurement Officer
Department of Procurement Service

FROM: Michael J. Foley
Deputy Commissioner

SUBJECT: Override Request (Revised 1/29/10)
JOC Project No. S-09-055.A-3
SWPP Settled Water Header Expansion Joint
Repair near NN 43
Contract No. 9911
Spec. No. 26936

DATE: February 2, 2010

2/2/10
2/3/10

This project is to address, as quickly as possible, emergency repair construction work required to reduce extensive water leakage occurring at an expansion joint inside the Settled Water Header (SWH). Since a major portion of South Water Purification Plant will be shut down in order to perform these construction activities, the repairs need to be finished and complete during a low water usage time period (winter months). The requisition (Req. No. 46405) for funds on October 29, 2009 was prior to completion of a fully defined scope of work in anticipation of the then current Civil and Structural Job Order Contract (JOC) expiration date on October 31, 2009. At that time this Department had concerns that new Job Order Contracts would not be in place within the timeframe necessary for repairs to be made this winter. Repairs cannot be delayed until winter of 2011.

Bureau of Engineering Services received the request for assistance with repairs of the SWH from Bureau of Water Supply on 9/21/09 per attached e-mail. Bureau of Engineering Services began to research repair solutions, gather the necessary historical drawings, and walk the job site with SWPP personnel. Since late October this Department has been working with the Contractor and plant to clearly define the scope of work (which required coordination of a partial shutdown of the filter beds). In addition, the plant needed to identify access...
points into the SWH as well as means and procedures to shutdown and isolate the SWH area where the repairs will be made. If this shutdown could not be performed, repairs would need to be made underwater utilizing divers at additional cost. Once construction coordination with the plant's operating personnel was accomplished the Bureau of Engineering Services was able to complete and define the scope of work fully in order for the Contractor to submit a construction cost proposal. The first construction cost proposal was received 1/5/10, reviewed, with comments sent to the Contractor on 1/7/10. The second construction cost proposal (as well as final package documents) was received 1/13/10, accepted, and the SOR was sent to DPS.

The Department apologizes and understands that getting the SOR to DPS required more time than normally anticipated. Construction activities will begin as soon as the SOR is released.

If you have any questions please contact Richard Patrick at (312) 742-3614.
Disclosure of Retained Parties

A. Definitions and Disclosure Requirements
1. As used herein, the term "Contractor" means a person or entity who has any contract lease with the City of Chicago.
2. Pursuant to Executive Order 97-1, every contract and lease must be accompanied by a disclosure statement. Providing certain information and attorneys, lobbyists, accountants, consultants, subcontractors, and other persons with whom the contractor has retained or expects to retain with respect to the contract or lease. In particular, the contractor must disclose the name of each such person, his or her business address, the nature of the relationship and the amount of fees paid or estimated to be paid.
3. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
4. "Lobbyist" means any person (a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (b) any part or whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification
Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction:

   Project name: SWPP Settled Water Hdr Exp Jt Repair near NN43
   Specification, loan or other identifying number: 26936

2. Name of Contractor: Rossi Contractors, Inc.

3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below (attach additional pages if necessary):

<table>
<thead>
<tr>
<th>Name</th>
<th>BUSINESS ADDRESS</th>
<th>MBE WBE or Non</th>
<th>Relationship (attorney, lobbyist, subcontractor, etc.)</th>
<th>FEE (Indicate whether paid or estimated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Omelas Construction Company</td>
<td>12520 W. Horseshoe Drive New Lenox, IL, 60451</td>
<td>MBE</td>
<td>Subcontractor</td>
<td>$36,000.00 Est.</td>
</tr>
<tr>
<td>Rossi Contractors, Inc.</td>
<td>201 W. Lake Street Northlake, IL, 60164</td>
<td>Non</td>
<td>Subcontractor</td>
<td>$106,671.76 Est.</td>
</tr>
</tbody>
</table>

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED

4. The Contractor understands and agrees that the city may rely on the information provided herein and that providing any false, incomplete or inaccurate information shall constitute default under the contract and may result in termination of the contract or lease.

5. The Contractor understands and agrees that in any case in which the Contractor is uncertain whether a disclosure is required under the Executive order, the Contractor must either ask the city whether disclosure is required or make the disclosure.

Under the Penalties of Perjury, I certify that I am authorized to execute this Disclosure on behalf of the Contractor that the information disclosed herein is true and complete, and that no relevant information has been withheld.

_Signature_  
_Date: 01/13/10_

_Robert Rossi_  
_Name (Type or Print)  
_Vice President_
_Title_

Subscribed and sworn to before me

_13th day of January 2010_  
_Notary Public Signature_  
_Notary Public, State of Illinois_  
_My Commission Expires 9/3/2013_