JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT
For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with ITT A-C PUMP for the product and/or services described herein.

This is a request for (One-Time Contractor Requisition # copy attached) or Term Agreement or Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the (Attach List) Pre-Assigned Specification No. Pre-Assigned Contract No.

(Program Name)

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT
Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: __________________________

Specification #: __________________________

Mod. #: __________________________

Company or Agency Name: __________________________

Contract or Program Description: __________________________

Attach List, if multiple)

Originator Name: __________________________

Telephone: __________________________

Signature: __________________________

Date: __________________________

RETURN TO DEPT: __________________________

DISAPPROVED

() PROCUREMENT HISTORY


() ESTIMATED COST

() SCHEDULE REQUIREMENTS

ITT A-C PUMP IS THE SOLE SOURCE FOR TECHNICAL INFORMATION CONCERNING ALLIS-CHALMERS PUMPS

() EXCLUSIVE OR UNIQUE CAPABILITY

ITT A-C PUMP (FORMERLY ALLIS-CHALMERS) IS THE SOLE SOURCE FOR GENUINE O.E.M. PUMPS AND PARTS FOR ALLIS-CHALMERS PUMP PRODUCTS.

() OTHER

APPROVED BY: __________________________

DATE: __________________________

BOARD CHAIRPERSON DATE: __________________________
ATTACHMENT

Justification for Non-Competitive Procurement
ITT Allis Chambers
Procurement Contract

Procurement History

The Low Lift Pumps at the South Water Purification Plant were repaired and serviced using emergency tradesmen and services terms agreements or other middlemen. This method is no longer available and cost the Water Department generally between 10% to 25% more. The Water Department also in the past has procured these services using the bid process, but because the scope of work is very hard to determine (until pumps are taking apart) and bidders were not the original equipment manufacturers, this cost the Water Department approximately 2 to 3 times as much. This method also took years to expedite.

Schedule Requirements

The proposed contract shall be for a two(2) year period with ITT A-C Pump for repair services and parts for ITT A-C Low Lift Pumps and Wash Water Pumps.

Exclusive or Unique Capability

ITT A-C Pump is the original equipment manufacturer (OEM) of all the Low Lift Pumps and Wash Water Pumps at the South Water Purification Plant. The Low Lift Pumps at SWPP are very unique, because of their mere size and capacities. The Low Lift Pumps pumping capacities are between 50 to 180 million gallons per day. Because ITT A-C Pump is the OEM, they possess all OEM design drawings, OEM pump specifications, OEM parts specifications, technical records, patents, etc. They are the manufacturer of all renewal parts and materials. They will provide OEM warranties for all repairs and parts.

The past practice of using the few other pump repair companies has proven to be unacceptable. Since the other pump repair companies are dependent on ITT A-C Pump for all drawing, specifications, technical records, patents, etc. ITT A-C Pump has the right of refusal and could charge their competitors considerably more for exclusive information and parts.
# CITY OF CHICAGO
## PURCHASE REQUISITION

**REQUISITION:** 28853  
**PAGE:** 1  
**DEPARTMENT:** 88 - DEPARTMENT OF WATER MANAGEMENT  
**PREPARER:** Gigi Coleman Brooms  
**NEEDED:**  
**APPROVED:** 7/13/2006

---

### REQUISITION DESCRIPTION

REPAIRS & PUMP PARTS FOR ITT A-C PUMP SOLE SOURCE  
**SPECIFICATION NUMBER:** 49028

### COMMODITY INFORMATION

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**REQUESTED BY:** Gigi Coleman Brooms

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Requisitions prepared incorrectly will be returned to the using department.
**CITY OF CHICAGO**  
PURCHASE REQUISITION

**DELIVER TO:**

D08  
PUMPING STATION OPERATION DIV.  
ADMINISTRATION/CRIBS  
CHICAGO, ILLINOIS 60611, IL

**REQUISITION:** 28853  
**PAGE:** 2  
**DEPARTMENT:** 88 - DEPARTMENT OF WATER MANAGEME  
**PREPARER:** Gigi Coleman Brooms  
**NEEDED:**  
**APPROVED:** 7/13/2006

**REQUISITION DESCRIPTION**  
REPAIRS & PUMP PARTS FOR ITT A-C PUMP SOLE SOURCE  
SPECIFICATION NUMBER: 49028

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Requisitions prepared incorrectly will be returned to the using department.
Date: March 1, 2006

To: The City of Chicago  
   Contract Division  
   Department of Water Management  
   333 S. State Street  
   Chicago, IL 60604  
   Attn: Ms. Molly Longanecker  
   Fax: 312-747-7078  
   Voice: 312-747-1684

From: James D. Peterson  
      Manager, Project Engineering

Copy: Cynthia Guerrerro,  
      Fax 312-742-1124

Subject: Sole Source for Genuine  
          Allis-Chalmers Pumps and Parts

Ms. Longanecker,

In response to your request for a Sole Source letter, please note that ITT A-C Pump (formerly Allis-Chalmers), an ITT Company, is the sole source for Genuine OEM Pumps and Parts for Allis-Chalmers pump products. We designed and manufactured all of the Pumps and Parts that use to be brand named as Allis-Chalmers. Please direct all of your correspondence to our factory address as follows:

ITT A-C Pump  
N27 W23293 Roundy Dr.  
Pewaukee, WI 53072

Sincerely,

Jim Peterson
June 24, 2004

ITT Industries
N27 W23293 Roundy Drive
Pewaukee, WI 53072

Attn: Mr. James Peterson

Subject: Parts and Service for ITT A-C
Low Lift Pumps and Wash Water Pumps

Specification No.: B0-72018-03
Contract No.: T24211
Modification No.: 12806

Re: Contract Extension

Dear Mr. Peterson:

This is to confirm that in accordance with the paragraph entitled “Contract Extension Option” of the Special Conditions, located on page 11 of 79 of the contract document, the City of Chicago has elected to extend the above mentioned contract for two (2) years, effective as of February 15, 2004 through February 28, 2006.

If you have any questions, or require further assistance, please feel free to contact Theresa McDonnell, Head Purchase Contract Administrator at (312) 744-4919, or in her absence, Claude Humphrey, Assistant Procurement Officer, at 312-744-7519.

Sincerely,

Eric J. Griggs
Chief Procurement Officer

EJG:CH:tmc
May 26, 2006

City of Chicago
Dept. Of Contracts & Supplies
Room 403, City Hall
121 North La Salle Street
Chicago, IL 60602

Attn: Mr. Mark O’Malley
Fax: 312-744-2775

Ref: Contract No. T24211
Parts and Service for Low Lift Pumps and Wash Pumps

Dear Mr. O’Malley,

Attached is a copy of the “Detailed Specifications” as you requested.

If you have any questions or comments regarding the above please do not hesitate to contact us and we will be happy to respond.

Sincere regards,

Jim Peterson
Manager, Project Engineering
ITT Flygt Corporation
N27 W23283 Roundy Drive
Pewaukee, WI 53072
tel 262-648-8164
dx 262-6488170
e-mail: jim.peterson@itt.com

Jim Peterson
ITT A-C Pump maintains a staff of trained, competent Service Representatives to provide technical guidance and advisory assistance for the installation, overhaul, repair and maintenance of Custom Pumps.

In addition, ITT A-C Pump has Repair Center facilities to handle repair and maintenance of their products.

Service assistance may be obtained by contacting the local ITT A-C Pump Sales Office or Product Department, Pewaukee, Wisconsin.

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<th>RATES FOR FIELD REPRESENTATIVES AS FOLLOWS</th>
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<tr>
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<td>Standard type and single product jobs</td>
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STRAIGHT TIME is defined as time worked on a regular schedule of 8 hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, or for time worked on any other agreed upon schedule of 8 hours per day, Monday through Friday. Each hour of straight time shall be paid for at the straight time rate.

OVERTIME is defined as time worked in excess of 40 hours or at times other than the regular straight time schedule. Each hour of overtime shall be paid for at one and one-half times the straight time rate; except that hours worked in excess of 16 per day, Monday through Saturday, and hours worked on Sunday and holidays shall be paid for at twice the straight time rate. A “holiday” is any day observed by the Purchaser as a holiday in the place where the work is being performed.

Company for transportation expenses incurred by the representative in travelling to the job site and return.

If the representative uses his personal automobile for transportation to the job site and return, or for daily work transportation, travel expenses shall be calculated at the Company’s rate per mile current at the time of such use, plus road tolls.

If the representative does not use his personal automobile, travel expenses shall be the actual cost of air or rail transportation and local bus, taxi and automobile rental costs (Air or rail transportation will ordinarily be by coach, tourist or economy-class accommodations. First-class accommodations will be used only under special circumstances such as the unavailability or unsuitability of lesser accommodations.)

In case the representative should start from or return to a place other than his headquarters, charges for travel expenses and living expenses incurred shall not exceed what would normally be incurred from his headquarters.

Living and Incidental Expenses – The purchaser shall reimburse the Company for the representative’s lodging, meals and other expenses incidental to the job while the representative is at the job site, and while traveling to the job site and return.

MINIMUM CHARGE. A minimum charge of four hours at the applicable rate plus travel and living expenses, if any, will be made on all service calls.

All service orders are subject to the current General Provisions and Field Service Form 541-0100.

Rates for foreign service are available through the ITT A-C Pump Custom Pump, Customer Support Group.

*Proprietary and Confidential Information of ITT A-C Pump*
SCOPE

The Contractor shall provide Parts and Repair Service for ITT Allis-Chalmers Low Lift Pumps and Wash Water Pumps, located in the City's South Water Purification Plant (SWPP). In addition, the Contractor shall furnish and deliver, to the City of Chicago, Department of Water, parts whether separately or in conjunction with Repair Service, all in accordance with the terms and conditions of this Specification and the Contractor’s Proposal (Attachment B).

TYPES OF PUMPS

The Contractor shall furnish parts and perform repair service for the pumps located at the South Water Purification Plant as listed herein (Attachment A).

SERVICE REQUIREMENTS

Notification for Service

The Contractor will be notified by phone, by the Department of Water for any services required. Repair services requiring the use of a Contractor’s technician requires the prior approval of the Commissioner of the Department of Water.

Repair Service

The Contractor shall be available to perform repair services twenty-four (24) hours per day, seven (7) days per week, unless otherwise requested by the Commissioner of the Department of Water or authorized representative.

The Contractor shall respond to requests for pick-up of equipment for repair service within forty-eight (48) hours of notification by the Department of Water.

The Department of Water will furnish the Contractor or description of the equipment to be repaired and the type of problem. The name and phone number of a departmental contact person who will be available for arranging access to the equipment will be provided at the time of notification.

Equipment Disassembly/Reassembly at SWPP

The Department of Water will be responsible for the disassembly/removal and reassembly/replacement of the equipment to be repaired at the Contractor's facility. The Department of Water will move the equipment to an area for loading on the Contractor's truck or will prepare equipment for shipment to the Contractor's facility by commercial carrier or other courier service, eg. Federal Express, United Parcel Service, etc.

Equipment Transportation

The Contractor will provide round trip transportation of the equipment to and from the Contractor’s facility. The Contractor will furnish all materials (i.e. crating) required for secure transportation of the equipment to and from the Contractor’s facility. (See Section on Pricing)
DETAILED SPECIFICATIONS

The Department of Water has existing shipping cradles for the equipment located at the South Water Purification Plant. These cradles will be used in the transportation of the equipment to and from the SWPP.

Field Service

The Contractor will provide field services to the Department of Water for the inspection of and to assist in the supervision of the disassembly and/or reassembly of the equipment, as requested and/or approved by the Commissioner of the Department of Water or authorized representative. Field service shall be performed as follows:

- during normal business hours, Monday through Friday, 8:00 a.m. to 4:00 p.m.

Repair Service at Contractor’s Facility

Repair Services at the Contractor’s facility, unless otherwise requested and/or approved by the Commissioner of the Department of Water or authorized representative, shall be performed as follows:

- during normal business hours, Monday through Friday, 7:00 a.m. to 6:00 p.m.

Contractor’s Responsibilities

Each time repair service is requested, the Contractor shall perform the following:

- disassemble the pumps and/or rotating elements, as needed
- clean and inspect all parts, per the O.E.M. specifications
- furnish a full inspection report with photographs including the inspection results and recommended repairs
- furnish a proposal with the costs for parts and labor to complete the repairs as recommended, for approval by the Commissioner of the Department of Water or authorized representative

Upon approval of Contractor’s proposal for repair, the Contractor shall perform the following:

- complete the repairs, as specified in the repair proposal
- completely reassemble the pumps and/or rotating elements, per the O.E.M. specifications
- perform a final inspection
- preparation of equipment for storage and return shipment to the City

TURN AROUND TIME

Any equipment which has been taken by the Contractor for repairs shall be returned within six (6) to eight (8) weeks, unless otherwise requested by the Commissioner of the Department of Water or authorized representative. The Contractor will expedite repairs, to the equipment as required by the Department of Water in order to meet any reasonable time frames set forth by the Department of Water. If there are delays due to a lack of parts, insufficient manpower or other circumstances, then the Contractor shall notify the Department of Water immediately of the delay. If the equipment is found to be irreparable, the Contractor is to notify the Department of Water immediately and the Department of Water will make a determination of what course of action to take.
TIME OF COMPLETION

It is understood and agreed that TIME IS OF THE ESSENCE in this Contract, and the Contractor shall begin and prosecute the work covered by this Contract with all due diligence as to complete any repairs covered under this Contract within six (6) to eight (8) weeks after the date of notification to commence work by the Department of Water, or as otherwise requested by the Commissioner or authorized representative. If there are delays due to lack of parts or other circumstance, then the Contractor shall notify the Commissioner of the Department of Water or authorized representative.

DELIVERABLES

Repair Proposals

The repair proposal shall include, but is not limited to the following information:

- detailed description of problem
- repair work required
- labor cost breakdown
- parts cost breakdown
- estimated time required to complete repairs
- estimated time to return equipment to SWPP

Billing

Repair Service will be billed as follows:

- hours of labor to repair the unit
- cost of parts to repair the unit
- expenses (travel and living expenses)

Invoices to the Department of Water

The Contractor must submit an original invoice, for all work completed, to the Department of Water. Invoices must delineate all services rendered and shall contain, at a minimum, the following information:

- date of request for service
- date services completed
- itemized charges (labor, parts, expenses, etc.)
- time sheet(s) for labor performed
- manufacturer’s invoice, etc. for parts used

PRICING

Labor

The labor rate for the repair of the equipment will include, but is not limited to, the following:

- disassembly and inspection
- blast cleaning and painting
DETAILED SPECIFICATIONS

- weld repair
- grinding of impeller vanes
- machining of impellers, shafts, casing rings, etc.
- metal spray of shafts
- rebabbitting and machining of bearing shells
- dynamic balancing
- reassembly
- shipping preparation

Unit pricing for labor to repair the equipment at the Contractor’s facility shall be based on the following rates:

Straight Time: work performed during a regular schedule of eight (8) working hours (7:00 a.m. to 6:00 p.m., Monday through Friday) .......... $68.00 per hour

Overtime: work performed in excess of or during other than regular working hours (Monday through Friday, all day Saturday) .......... $102.00 per hour

Double Time: work performed Sunday and during trade holidays (New Year’s Day, Dr. Martin Luther King, Jr.’s Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day) .......... $136.00 per hour

The labor rate for field services will include the following:

- inspection
- supervision

Unit pricing for field service labor shall be based on the following rates:

Straight Time: work performed during a regular schedule of eight (8) working hours (8:00 a.m. to 4:00 p.m., Monday through Friday) .......... $75.00 per hour

All overtime and double time work must be approved by the Commissioner of the Department of Water or authorized representative prior to any work being performed.

The Contractor must furnish time sheet(s) for any labor performed used in conjunction with any services specified herein.

Parts

All parts required for the repair will be determined by the Contractor’s inspection and are subject to approval by the Commissioner of the Department of Water or authorized representative.

Unit pricing for any repair parts for the equipment are as follows:

- current standard price less percentage of .......................................................... 10%
DETAILED SPECIFICATIONS

The Contractor must furnish a manufacturer's invoice or print of manufacturer's price list for any parts and/or materials used in conjunction with any services specified herein.

The parts covered will include, but are not limited to the following:

- shafts
- shaft sleeves
- casing bushings
- impeller wear rings
- casing wear rings
- ball bearings
- bearing hardware
- bearing shells
- shaft nuts
- oil rings
- slingers
- bearing end seals
- gaskets & o-rings
- packing
- casing hardware
- impellers
- thrust collars
- bearing sleeves
- couplings
- coupling hardware
- coupling & retaining locknuts
- keys (impeller, sleeve & coupling)

Costs involving parts and assemblies only, which are shipped directly from the point of origin to the City, will be pre-paid by the Contractor and delivered F.O.B. point of destination, to the SWPP. No charge to the City for shipping shall be incurred by the City. The cost for all parts shipped directly to the City shall include all delivery charges.

Equipment Transportation

Unit pricing for transportation of the equipment to and from the Contractor's facility will be charged at the following rates:

- from SWPP to Contractor's facility .......................................................... $400.00 per trip
- to Contractor's facility to SWPP ............................................................ $400.00 per trip
- to and from SWPP and Contractor's facility ......................................... $800.00 round trip

The cost of equipment transportation shall include all materials (i.e. crating) required for secure transportation of the equipment to and from the Contractor's facility.

Expenses

Unit pricing for reimbursable expenses used in conjunction with the services specified herein are as follows:

- Contractor's cost (no mark-up allowed)

In the event a technician is required, the City of Chicago Travel Guidelines will apply toward all reimbursable expenses and are subject to the Commissioner of the Department of Water's approval. The reimbursable costs may include the following:

- Travel and Living Expenses (air fare, auto rental and public transportation)

The Contractor must furnish, itemized receipts when requesting payment for Travel and Living Expenses (air fare, auto rental and public transportation), all invoices, vouchers, etc. for any reimbursable expenses listed herein. The
DETAIL SPECIFICATIONS

Commissioner of the Department of Water or authorized representative has the right to approve or disapprove in whole or part any of the expenses.

WARRANTY

The Contractor hereby warrants for a period of one (1) year from the date of final acceptance the City, all new Work, that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period shall commence on the first day the unit is placed in service by the City. If a longer warranty can be furnished, at no additional cost to the City, the longer period shall prevail. Exceptions to this warranty shall be damage or loss due to theft, vandalism, accidental occurrences outside the Contractor’s control.

QUALITY OF REPAIR SERVICE

All repair services performed under this contract shall be performed by competent personnel, thoroughly trained and certified by an appropriate nationally recognized institution or organization. Repair services shall be performed in a workmanlike manner, using industry accepted practices and established manufacturer procedures. All unsatisfactory repairs shall be made or returned for corrections at no expense to the City.

WORK PERFORMED AT SWPP

Employees

The Contractor’s personnel will exercise safe and sound-business practices with the skill, care, and diligence normally shown by professional technicians.

Technical Training

The Contractor and his/her employees must have factory certification in the repair of the equipment specified herein and have all other applicable licenses and certification requirements, where applicable.

Character of Workers

The Contractor shall employ only competent and efficient employees, and whenever, in the opinion of the Commissioner of the Department of Water or authorized representative, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the Contractor shall, upon the request of the Commissioner of the Department of Water or authorized representative, remove the employee from the work and shall not employ such employee again for the work under this Contract, except with the written consent of the Commissioner of the Department of Water or authorized representative. The Contractor shall not permit any person to enter any City facility while under the influence of intoxicating liquors or controlled substances. The Contractor shall not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the site of any work to be performed under this Contract.

The Commissioner of the Department of Water or authorized representative has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.
WORK IN PROGRESS

Work 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 vacate his/her obligations under this agreement until all work issued to him/her prior to the expiration of the Contract has been completed and accepted by the Department of Water Management.
DETAILED SPECIFICATIONS
ATTACHMENT A

PUMPING EQUIPMENT IN OPERATION
# ATTACHMENT A

## PUMPING EQUIPMENT IN OPERATION

<table>
<thead>
<tr>
<th>PUMP NO.</th>
<th>YEAR INSTALLED</th>
<th>RPM</th>
<th>MGD</th>
<th>FEET</th>
<th>MANUFACTURER</th>
<th>H.P.</th>
<th>TYPE</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1944</td>
<td>240</td>
<td>120</td>
<td>22</td>
<td>Allis-Chalmers</td>
<td>700</td>
<td>Synchronous</td>
<td>Electric Machinery</td>
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<tr>
<td>2*</td>
<td>1975</td>
<td>320</td>
<td>145</td>
<td>22</td>
<td>Allis-Chalmers</td>
<td>1000</td>
<td>Induction</td>
<td>Allis-Chalmers</td>
</tr>
<tr>
<td>3</td>
<td>1944</td>
<td>240</td>
<td>120</td>
<td>22</td>
<td>Allis-Chalmers</td>
<td>700</td>
<td>Synchronous</td>
<td>Electric Machinery</td>
</tr>
<tr>
<td>4</td>
<td>1944</td>
<td>300</td>
<td>60</td>
<td>22</td>
<td>Allis-Chalmers</td>
<td>350</td>
<td>Synchronous</td>
<td>Electric Machinery</td>
</tr>
<tr>
<td>5</td>
<td>1944</td>
<td>240</td>
<td>120</td>
<td>22</td>
<td>Allis-Chalmers</td>
<td>700</td>
<td>Synchronous</td>
<td>Electric Machinery</td>
</tr>
<tr>
<td>6*</td>
<td>1976</td>
<td>320</td>
<td>145</td>
<td>22</td>
<td>Allis-Chalmers</td>
<td>1000</td>
<td>Induction</td>
<td>Allis-Chalmers</td>
</tr>
<tr>
<td>7</td>
<td>1944</td>
<td>240</td>
<td>120</td>
<td>22</td>
<td>Allis-Chalmers</td>
<td>700</td>
<td>Synchronous</td>
<td>Electric Machinery</td>
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<tr>
<td>8</td>
<td>1944</td>
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<td>60</td>
<td>22</td>
<td>Allis-Chalmers</td>
<td>350</td>
<td>Synchronous</td>
<td>Electric Machinery</td>
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<tr>
<td>9</td>
<td>1966</td>
<td>220</td>
<td>165</td>
<td>22</td>
<td>Allis-Chalmers</td>
<td>900</td>
<td>Synchronous</td>
<td>Allis-Chalmers</td>
</tr>
</tbody>
</table>

Note: All pumps are electrically driven.

*Pump Nos. 2 and 6 are vertical mixed-flow pumps; all others are horizontal, double suction, centrifugal.
ITT A-C PUMP

N27 W23293 Roundy Drive
Pewaukee, Wisconsin 53072
Telephone (262) 548-8193
Fax (262) 548-8170

FAX MESSAGE

To: Maye Kelsey
City of Chicago
Fax# 312-744-7679

From: GREG BOOTON
SR. PROJECT ENGINEER

Subject: South Filtration Plant
Allis Chalmers Pump Repair Proposal

Dear Maye,

Please find attached our proposal for the blanket order agreement to repair the Allis Chalmers pumps at the South Filtration Plant. Hopefully you can read the terms conditions. Please call me with any questions.

Regards,

[Signature]
ITT Industries

ITT A/C Pump
Customer Pump

Contract

ITT A/C Pump, Custom Pump Division, is proposing to repair all Allis Chalmers Pumps at the City of Chicago South Filtration Plant per the following terms:

A. GENERAL PUMP/ROTATING ELEMENT REPAIR WORKSCOPE

All of the pump repairs will follow a repair workscope. A general repair workscope for all pump repairs is as follows: Each pump repair job will be unique, dependent upon the repairs required and the urgency required for the repair.

1. ITT A/C Pump will provide field services to the City of Chicago for the inspection and to assist in the supervision of the disassembly and reassembly of the Allis Chalmers pumps.

2. ITT A/C Pump will provide round trip transportation to and from our facility in Pewaukee, WI for the Allis Chalmers pumps and/or rotating element assemblies.

3. The pumps or rotating elements will be disassembled complete; all parts will be blasted clean and inspected per the OEM specifications. A full inspection report with photographs will be issued to the City of Chicago with the inspection results and the recommended repairs to restore the pumps or rotating elements back to the OEM specifications. Along with the inspection report, ITT A/C Pump will submit the proposal with the costs for the parts and labor to complete the repair as recommended, for the City of Chicago to approve.

4. Upon approval, ITT A/C Pump will complete the repairs required. The pump or rotating element will be reassembled complete per the OEM specifications, given a final inspection, and then prepared for storage and return shipment.
Contract

B. CONTRACT COSTS

1. FIELD SERVICES

Field services for inspection and supervision will be billed at our standard rate less 10%. Presently our standard rate is $104.00 / hour. Less 10% will be $93.60 / hour (straight time).

Travel and living expenses will be billed at cost. Hotel receipts, if an overnight stay is needed, will be provided. See our attached Policy and Rate Sheet.

2. TRANSPORTATION

Pick up and delivery of the pumps and/or rotating elements will be charged at $600.00 per trip, ($1200.00 round trip). ITT AC Pump would like to have at least (2) days notice to arrange for the pick up at the South Filtration Plant.

3. LABOR

ITT AC Pump has one labor rate for the repair of the pumps and rotating elements. This labor rate will include the following:

- Disassembly & Inspection
- Blast Cleaning & Painting
- Weld Repair
- Grinding of Impeller Vanes
- Machining of Impellers, Shafts, Casing Rings, etc.
- Metal Spray of Shafts
- Reconditioning & Machining of Bearing Shells
- Dynamic Balancing
- Reassembly
- Ship Prep

ITE AC Pump will charge $60.00 / hour straight time for the above labor used in the repairs of the pumps and rotating elements. Straight time is designated as 8 hours per day Monday to Friday. Overtime will be charged at $90.00 / hour. Overtime is more than 8 hours per day and for time worked on Saturday. Double time ($120.00 / hour) will be charged for work on Sunday and holidays. All overtime work must be approved by the City for the particular repair.
4. **PARTS**

The parts required for the pump repair will be determined by our inspection. Custom Pump does not have published list prices due to the custom nature of our product. Parts will be charged at the current standard prices for the delivery required less 10% discount for a particular part. The parts will include the following but are not limited to this list:

- Shafts
- Shaft Sleeves
- Casing Bushings
- Impeller Wear Rings
- Casing Wear Rings
- Ball Bearings
- Bearing Hardware
- Bearing Shells
- Shaft Nuts
- Oil Rings
- Slingers
- Bearing End Seals
- Caskets & O-rings
- Packing
- Casing Hardware
- Impellers
- Thrust Collars
- Bearing Sleeves
- Couplings
- Coupling Hardware
- Coupling & Retaining Locknuts
- Keys (Impeller, Sleeve, & Coupling)

5. **SHIPPING DATE**

The City of Chicago will determine the time required for the delivery of a repair. ITT AC Pump will expedite the repair as required to meet the delivery set forth by the City. Standard repairs are presently at a 6 to 8 week turnaround.

6. **PAYMENT TERMS**

Payment terms are Net Cash 30 days.
ITT A-C Pump maintains a staff of trained, competent Service Representatives to provide technical guidance and advisory assistance for the installation, overhaul, repair and maintenance of Custom Pumps.

In addition, ITT A-C Pump has Repair Center facilities to handle repair and maintenance of their products.

Service assistance may be obtained by contacting the local ITT A-C Pump Sales Office or Product Department, Pewaukee, Wisconsin.

<table>
<thead>
<tr>
<th>RATES FOR FIELD REPRESENTATIVES ARE AS FOLLOWS</th>
<th>OVERTIME RATES (Overtime)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLASSIFICATION OF SERVICE</td>
<td>STRAIGHT TIME RATE (Hourly)</td>
</tr>
<tr>
<td>Standard type and single-speed jobs</td>
<td>$24.00</td>
</tr>
<tr>
<td>Special Skills</td>
<td>Refer to Customer Support Group</td>
</tr>
</tbody>
</table>

STRAIGHT TIME is defined as time worked on a regular schedule of 8 hours between 7:00 a.m. and 5:00 p.m., Monday through Friday, or for time worked on any other agreed upon schedule of 8 hours per day, Monday through Friday. Each hour of straight time shall be paid for at the straight time rate.

OVERTIME is defined as time worked in excess of or at times other than the regular straight time schedule. Each hour of overtime shall be paid for at one and one-half times the straight time rate, except that hours worked in excess of 10 per day, Monday through Thursday, and hours worked on Sunday and holidays shall be paid for at twice the straight time rate. A "holiday" is any day observed by the Purchaser as a holiday in the place where the work is being performed.

If the representative uses his personal automobile for transportation to the job site and return, or for daily work transportation, travel expenses shall be calculated at the Company’s rate per mile current at the time of such use, plus road tolls.

If the representative does not use his personal automobile, travel expenses shall be the actual cost of air or rail transportation and local bus, tax and automobile rental costs. (Air or rail transportation will ordinarily be in coach, tourist or economy-class accommodations. First-class accommodations will be used only under special circumstances such as the unavailability or unseaworthiness of lesser accommodations.)

In case the representative should return from or return to a point other than his headquarters, charges for travel expenses and living expenses are not exceeded what would normally be incurred from or to his headquarters.

Living and Incidental Expenses – The purchaser shall reimburse the Company for the representative’s lodging, meals and other expenses incidental to the job while the representative is at the job site, and while traveling to the job site and return.

MILEAGE CHARGE. A minimum charge of four hours at the applicable rate plus travel and living expenses, if any, will be made on all service calls.

All service orders are subject to the current General Provisions of Field Service Form 5371-0100.

Rates for foreign service are available through the ITT A-C Pump Customer Service Group.

“Proprietary and Confidential Information of ITT A-C Pump”
A. CORPORATIONS (FOR-PROFIT AND NOT-FOR-PROFIT)

1. Incorporated in the State of INDIANA

2. List below the name and title of all officers of the corporation: (SEE 1999 ANNUAL REPORT-PG 50)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAVIS ENGEN, CHAIRMAN &amp; CE</td>
<td>THOMAS MARTIN, SR. VP</td>
</tr>
<tr>
<td>LOUIS GIULIANO, PRESIDENT &amp; COO</td>
<td>JAMES SMITH, SR. VP</td>
</tr>
<tr>
<td>DAVID ANDERSON, SR. VP &amp; CFO</td>
<td>ROBERT ATERS, VP</td>
</tr>
<tr>
<td>MARTIN KEMBER, SR. VP &amp; DIR.CORP.DEV.</td>
<td>ROBERT BEICKE, VP</td>
</tr>
<tr>
<td>VINCENT MAFFEO, SR. VP &amp; GENERAL COUNCIL</td>
<td>(SEE ANNUAL REPORT FOR OTHERS)</td>
</tr>
</tbody>
</table>

3. List below the name and title of all directors of the corporation: (SEE 1999 ANNUAL REPORT, PG 51)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAVIS ENGEN, CHAIRMAN</td>
<td>LINDA SANFORD</td>
</tr>
<tr>
<td>CHRISTINE GOLD</td>
<td>ROBERT BURNETT</td>
</tr>
<tr>
<td>RAND ARASKOG</td>
<td>MICHEL DAVID-WEILL</td>
</tr>
<tr>
<td>SIDNEY TAUREL</td>
<td>EDWARD MEYER</td>
</tr>
<tr>
<td></td>
<td>CURTIS CRAWFORD</td>
</tr>
</tbody>
</table>

TO BE COMPLETED BY FOR-PROFIT CORPORATIONS ONLY:

If there are fewer than 100 shareholders, list below the name, business address, and percentage of ownership interest of each shareholder:

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Ownership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
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<tr>
<td></td>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>

If there are 100 or more shareholders, list below the name, business address, and percentage of ownership interest for each shareholder who owns shares equal to or in excess of 7.5% of the proportionate ownership of the corporation:

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Ownership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barrow Hanley Mewhinney &amp; Strauss</td>
<td>Dallas, Texas</td>
<td>11</td>
</tr>
<tr>
<td>(investment firm)</td>
<td>(214) 665-1900</td>
<td></td>
</tr>
</tbody>
</table>

Specification: 80-72018-03, PARTS AND REPAIR SERVICE FOR ITT A-C LOW LIFT PUMPS AND WASHER WATER PUMPS, Page 61 of 79
DISCLOSURE AFFIDAVIT FOR CONTRACTS AND CONCESSION AGREEMENTS NOT INVOLVING FEDERAL FUNDS

Every individual or entity submitting a bid or proposal to the City of Chicago for a contract or concession agreement not involving federal funds must complete this Disclosure Affidavit (hereafter "Disclosure Affidavit" or "Affidavit"). If the bidder/proposer is a joint venture, the joint venture and each of the joint venture partners must complete a Disclosure Affidavit.

Please print or type all responses clearly and legibly. If you need additional space for a response, attach extra pages. Please indicate the question to which you are responding on any extra pages you attach.

For purposes of this Disclosure Affidavit, the term "Contract" refers to the contract, concession, modification, amendment, extension, or other action in connection with which you are submitting the Disclosure Affidavit.

Please note that this Disclosure Affidavit requires bidders/proposers to obtain various certifications from their subcontractors before the subcontractors may perform any work under the Contract. The terms of the required subcontractor certifications are set forth below in Parts II and IV.

After reviewing your completed Disclosure Affidavit, the Corporation Counsel or the Chief Procurement Officer may require additional information to achieve full disclosure relevant to the bid, proposal, or other application.

PARTS AND REPAIR SERVICE FOR

Project Name: ITT A-C LOW LIFT PUMPS & WASH WATER PUMPS Bidder/Proposer Name: ITT A-C PUMP

Purchase Order No.: TO-72018-03-01 Bidder/Proposer Business Address: N27 W23293 ROUNDY DRIVE PEWAUKEE, WI 53072

Goods or services to be provided under this Contract: PARTS & REPAIRS FOR PUMPS

City department to which you are submitting this form (check one):

[ ] Purchasing

[ ] Other:

The undersigned, DONALD ROSZAK

(Name)

as GENERAL MANAGER

(Title)

of ITT A-C PUMP

(Business Name)

("Bidder/Proposer" or "Contractor"), having been duly sworn under oath certifies as follows:

PART IV. DISCLOSURE OF OWNERSHIP INTERESTS

Indicate below whether the bidder/proposer is an individual or a legal entity and, if a legal entity, indicate the type of entity. Then complete Part (A), (B), (C), or (D) below, as applicable. All bidders/proposers must complete Part (E). For bidders/proposers that are sole proprietorships, Part (E) is the only section of Part I that must be completed.

[ ] Individual

[xx] Business corporation

[ ] Limited liability company

[ ] Partnership

[ ] Not-for-profit corporation

[ ] Joint venture

[ ] Sole proprietorship

[ ] Other: ________________________________

Specification: 80-72018-03, PARTS AND REPAIR SERVICE FOR ITT A-C LOW LIFT PUMPS AND WASH WATER PUMPS, Page 60 of 79
DISCLOSURE AFFIDAVIT FOR CONTRACTS AND CONCESSION AGREEMENTS NOT INVOLVING FEDERAL FUNDS

TO BE COMPLETED BY NOT-FOR-PROFIT CORPORATIONS ONLY:

List below the name, business address, and percentage of control of each member. If there are no members, write "none.”

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Percentage Control</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

B. PARTNERSHIPS

List below the name and business address of each partner and the percentage of ownership interest of each therein:

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Ownership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

C. LIMITED LIABILITY COMPANIES

1. List below the names and titles of the officers, if any. If there are no officers, write “none.”

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

2. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager:

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Ownership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
DISCLOSURE AFFIDAVIT FOR CONTRACTS AND CONCESSION AGREEMENTS NOT INVOLVING FEDERAL FUNDS

If so, list below the name and business address of each individual or entity possessing constructive control, the party whose interest is controlled, and the relationship between the two under which the control is or may be exercised:

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Name of Party Whose Interest is Controlled</th>
<th>Agent/Nominee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

3. Is any stock or beneficial interest in the bidder/proposer held by a corporation or other legal entity?

[ ] Yes  [X] No

*If Yes, each such corporation or other legal entity must make all disclosures requested in Part I (Disclosure of Ownership Interests) of this Disclosure Affidavit and must certify all information provided.*

NOTE: Pursuant to Section 2-154-020 of the Municipal Code of Chicago, the information provided in Part I above must be kept current. In the event of material changes, the bidder/proposer must supplement this Affidavit, up to the time the City takes action on the bid, proposal, or other application for which this Affidavit is being submitted.

PART V. CERTIFICATION REGARDING PROHIBITED CONDUCT

A. CONTRACTOR

1. The Contractor or any subcontractor to be used by the Contractor in the performance of this Contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or, if acting pursuant to the direction or authorization of a responsible official thereof, any official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, has not, during a period of three years prior to the date of execution of this Affidavit or, if a subcontractor or subcontractor’s affiliated entity, during a period of three years prior to the date of award of the subcontract:

   a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe, 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, in that officer’s or employee’s official capacity; or

   b. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or 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. Made an admission of guilt of any conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
Furthermore, the Contractor shall not, without the prior written consent of the City, use as a subcontractor any individual, firm, partnership, corporation, joint venture or other entity from which the Contractor is unable to obtain a certification in form and substance equal to Part II(A)(1)-(3) of this Affidavit or which the Contractor has reason to believe cannot provide a truthful certification.

3. The Contractor shall maintain all subcontractors' certifications required by Paragraph (1) above for the duration of the Contract and shall make such certifications promptly available to the City upon request.

PART VI. CERTIFICATION REGARDING TAXES, FEES, AND LITIGATION

A. STATE TAX DELINQUENCIES

Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting its liability for the tax or the amount of the tax in accordance with the procedures established by the appropriate Revenue Act. Alternatively, Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

B. OTHER TAXES/FEES

Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

C. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

Contractor is not a party to any pending lawsuits against the City nor has Contractor been sued by the City or its agents in any judicial or administrative proceeding within the ten-year period preceding execution of this Affidavit.

D. EXCEPTIONS

If the Contractor is unable to certify to any of the above statements [Part III (A)-(C)], Contractor shall explain below. In the case of any judicial or administrative proceedings, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each proceeding. Attach additional pages if necessary.

[If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Contractor certifies to each of the above statements.]

PART VII. CERTIFICATION REGARDING ENVIRONMENTAL COMPLIANCE

A. CONTRACTOR

1. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit, (a) violated or engaged in any conduct which violated Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction²; (b) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City of Chicago, the State of Illinois, the federal government, any state or
PART VIII. CERTIFICATION REGARDING ETHICS AND INSPECTOR GENERAL


PART IX. CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this PART IX, "Substantial Owner" means any person who owns or holds a 10% or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, the substantial owner is the individual or sole proprietor. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. An indirect or beneficial interest is an interest in the Contractor held either by a corporation, joint venture, trust, partnership, estate or other legal entity in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a 20% interest in the Contractor, and an individual has a 50% interest in Corporation B, then such individual indirectly has a 10% interest in the Contractor and the individual is a Substantial Owner of the Contractor. If Corporation B is held by another entity, then this analysis must be applied to that entity.

If Contractor's response below is #1 or #2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (A) throughout the term of the Contract and any extensions thereof; or (B) until the performance of the Contract is completed, whichever is later. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either (A) or (B) constitutes an event of default.

Check one:

1.   X   No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.

2.   _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.

3.   _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (1) and (2).

4.   _____ There are no Substantial Owners.

PART X. AFFIDAVIT OF LOCAL BUSINESS

If this is a competitively bid Contract funded in whole by City funds, Contractor should complete this section.

Specification: BD-72018-03, PARTS AND REPAIR SERVICE FOR ITT A-C LOW LIFT PUMPS AND WASH WATER PUMPS, Page 68 of 79
PART XII. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor, that I have personal knowledge of all the certifications made in it, and that they are complete and true.

DONALD ROSZAK
Name of Authorized Officer (Print or Type)

Signature of Authorized Officer

STATE of WISCONSIN

COUNTY of WAUKESHA

Subscribed and sworn to before me this 29th day of January 2001.

Notary Public

My Commission Expires May 11, 2003
ADDENDUM TO DISCLOSURE AFFIDAVIT
CERTIFICATION REGARDING ELECTED OFFICIALS’ BUSINESS RELATIONSHIPS

An ordinance approved by the City Council of the City of Chicago on December 2, 1998, requires that all persons or entities submitting this statement shall indicate whether they had a business relationship with a city elected official in the 12 months prior to the date upon which the statement is executed. A “business relationship” means any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such share, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution, or (v) an endowment or insurance policy of annuity contract purchased from an insurance company. A “contractual or other private business dealing” shall not include any employment relationship of an official’s spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city. Please indicate below whether the person or entity submitting this statement had a business relationship with a city elected official in the 12 months prior to the date upon which this statement is executed.

Has the Contractor had a “business relationship” with any City elected official(s) in the 12 months prior to the date of execution of this Disclosure Affidavit?

[ ] Yes    [x] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

____________________________________________________________________________________

Under penalty of perjury, I certify that I am authorized to execute this Addendum to Disclosure Affidavit on behalf of the Contractor; that I have personal knowledge of the certifications being made in it, and that they are complete and true.

Signature of Authorized Officer

DONALD ROSZAK
Name of Authorized Officer (Print or Type)

State of WISCONSIN

County of WAUKESHA

Sworn to and acknowledged before me by Donald Roszak [name of signatory] as General Manager [title] of ITT A-C Pump [name of contracting party]

this 24th day of January, 2001.

[Seal]

Notary Public

My commission expires on: May 11, 2003

GENERAL MANAGER
Title

262/548-8180
Business Telephone Number

Specification: B0-72018-03, PARTS AND REPAIR SERVICE FOR ITT A-C LOW LIFT PUMPS AND WASH WATER PUMPS, Page 72 of 79
A. **Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the City of Chicago (the "City").

2. Pursuant to Executive Order 97-1, every city contract and lease must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and other persons 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. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.

3. "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 of whose duties as an employee of another include undertaking to influence any legislative or administrative action.

B. **Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction:

    Specification or other identifying number: **80-72018-03**

    Description of goods or services to be provided under Contract: **PARTS & REPAIRS FOR PUMPS**

2. Name of Contractor: **ITT A-C PUMP**

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. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

**Retained Parties:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Relationship (Attorney, Lobbyist, Subcontractor, etc.)</th>
<th>Fees (Indicate whether paid or estimated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sutton Ford, Inc.</td>
<td>21315 Central Ave. Matteson, IL 60443</td>
<td>Subcontractor (MBE)</td>
<td>Est. $36,000/yr.</td>
</tr>
<tr>
<td>Internet Integrated Services</td>
<td>562 W. Taft Drive</td>
<td>Subcontractor (MBE)</td>
<td>Est. $10,000/yr.</td>
</tr>
</tbody>
</table>

**Check Here If No Such Persons Have Been Retained or Are Anticipated to Be Retained:**


Specification: **80-72018-03, PARTS AND REPAIR SERVICE FOR ITT A-C LOW LIFT PUMPS AND WASH WATER PUMPS**, Page 73 of 79
A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the City of Chicago (the "City").

2. Pursuant to Executive Order 97-1, every city contract and lease must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and other persons 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. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.

3. "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 of 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:

   Specification or other identifying number: BO-72018-03

   Description of goods or services to be provided under Contract: PARTS & REPAIRS FOR PUMPS

2. Name of Contractor: ITT A-C PUMP

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. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

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<tr>
<th>Name</th>
<th>Business Address</th>
<th>Relationship (Attorney, Lobbyist, Subcontractor, etc.)</th>
<th>Fees (indicate whether paid or estimated)</th>
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</table>

Check Here If No Such Persons Have Been Retained or Are Anticipated to Be Retained: X
POWER OF ATTORNEY

ITT A-C PUMP, a unit of ITT INDUSTRIES, INC. ("IIN"), a corporation duly organized and existing under the laws of the State of Indiana and having its principal office at 4 West Red Oak Lane, White Plains, NY 10604, does hereby constitute and appoint Donald Roszak, General Manager of ITT A-C Custom Pump to be the true and lawful attorney of IIN, and does hereby authorize him and confirm his authority in the name and on behalf of IIN to execute and deliver bids, contracts, bonds and related documents in connection with ITT A-C Products in an amount not to exceed Two Million Dollars ($2,000,000.00).

This Power of Attorney will remain in full force and effect through July 31, 2001.

IN WITNESS WHEREOF, ITT INDUSTRIES, INC. has caused this Power of Attorney to be executed this 31st day of July, 2000.

ITT INDUSTRIES, INC.

By: [Signature]
Robert L. Ayers
Vice President

mjl/pos-AC
TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received Specification No. containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here), and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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

NAME OF CORPORATION:  
ITT A-C PUMP

SIGNATURE OF PRESIDENT: *

TITLE OF SIGNATORY: GENERAL MANAGER

BUSINESS ADDRESS: N27 W23293 ROUNDY DRIVE, PEWAUKEE, WI 53072

*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:  
Daniel S. Kelly  
Corporate Secretary Signature

State of WISCONSIN  
County of WAUKESHA

This instrument was acknowledged before me on this 29th Day of JANUARY, 2001 by DONALD KOSMACK as President (or other authorized officer) and DANIEL S. KELLY as Secretary of ITT INDUSTRIES (Corporation Name)

(Seal)

Notary Public Signature
Commission Expires: MAY 11, 2003

Specification: B0-72018-03, PARTS AND REPAIR SERVICE FOR ITT A-C LOW LIFT PUMPS AND WASH WATER PUMPS, Page 75 of 79
TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received Specification No. containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) , and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

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

BUSINESS NAME: 

(Print or Type)

BUSINESS ADDRESS: 

(Print or Type)

If you are operating under an assumed name, provide County registration number hereunder 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: 

Address: 

Signature: 

Address: 

Signature: 

Address: 

Signature: 

Address: 

State of 

County of 

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

(Seal)

Notary Public Signature

Commission Expires: 

Specification: B0-72018-03, PARTS AND REPAIR SERVICE FOR ITT A-C LOW LIFT PUMPS AND WASH WATER PUMPS, Page 76 of 79
TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No.** containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) **Addenda Nos.** (none unless indicated here) ________________________, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

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

**SIGNATURE OF PROPRIETOR:** ________________________________

**DOING BUSINESS AS:** ________________________________

**BUSINESS ADDRESS:** ________________________________

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

**Registration Number:** ________________________________

**State of** ________________________________

**County of** ________________________________

This instrument was acknowledged before me on this ___ day of ____________, 20 ___ by ________________________________ (name/s of person/s)

---

*Notary Public Signature*

(Seal)  
Commission Expires: _________________________
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Aon Risk Services, Inc. of New York  
Two World Trade Center  
New York, NY 10048-1096  
FAX (212) 479-3284

**INSURED**
ITT INDUSTRIES, INC.  
FOUR WEST RED OAK LANE  
WHITE PLAINS, N.Y., 10528  
ISSUED ON BEHALF OF: ITT A-C PUMP

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
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<tr>
<th>CO-CTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
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<td>A</td>
<td>GENERAL LIABILITY</td>
<td>XSL G1 9898234</td>
<td>01/01/2001</td>
<td>01/01/2002</td>
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<td>GENERAL AGGREGATE: N/A</td>
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<td>PERSONAL &amp; ADV INJURY: $2,000,000</td>
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<td>EACH OCCURR: $2,000,000</td>
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<td>MED EXP (Any one person): N/A</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>ISA HO 7404918</td>
<td>01/01/2001</td>
<td>01/01/2002</td>
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<td>COMBINED SINGLE LIMIT: $2,000,000</td>
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<td>BODILY INJURY (Per person): $</td>
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<td>PROPERTY DAMAGE: $</td>
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<td>AUTO ONLY - EA ACCIDENT: $</td>
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<td>OTHER THAN AUTO ONLY:</td>
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<td>EACH ACCIDENT: $</td>
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<td>AGGREGATE: $</td>
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<td>EXCESS LIABILITY</td>
<td>WLR C4 3022751 SCF C4 3022799</td>
<td>01/01/2001</td>
<td>01/01/2002</td>
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<td>WE STATUTORY LIMITS</td>
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<td>OTHER: $2,000,000</td>
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<td>EL EACH ACCIDENT: $2,000,000</td>
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<td>EL DISEASE - POLICY LIMIT: $2,000,000</td>
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<td></td>
<td>EL DISEASE - EA EMPLOYEE: $2,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS/Locations/Vehicles/Special Items**

**CERTIFICATE HOLDER**

CITY OF CHICAGO  
PURCHASING DEPARTMENT  
121 N. LASALLE ST., #403  
CHICAGO, IL 60602

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE OF AON RISK SERVICES, INC. OF NEW YORK

Harry Buoncore

102436
ACCEPTANCE

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

Total Amount of Contract: $600,000.00
Fund Chargeable: CO. 214-87-3145-0546--W76-1024-F32267

Richard M. Daley
Mayor

Phoebe J. Lipman
City Comptroller

Chief Procurement Officer

Contract Awarded and Released on this __ day of ___, 20__

Approved as to form and legality:

Sandra E. Cramer
Assistant Corporation Counsel

Form Revised 3/87

Specification: B0-72018-03, PARTS AND REPAIR SERVICE FOR ITT A-C LOW LIFT PUMPS AND WASH WATER PUMPS, Page 78 of 79
MEMORANDUM

TO: Barbara A. Lumpkin  
    Chief Procurement Officer  
    Department of Procurement

FROM: John F. Spatz, Acting Commissioner  
      Department of Water Management

SUBJECT: Sole Source Procurement  
          Repairs & Pump parts for ITT A-C Pump  
          Requisition Number 28853

DATE: July 13, 2006

The Department of Water Management is requesting a Sole Source Purchase Justification for ITT A-C Pump. The original sole source term agreement was awarded in February 15, 2001, with ITT A-C Pump. Both option years were exercised by the City of Chicago, Department of Water Management; the last option year expired on 2/28/2006. ITT A-C Pump is the sole source for technical information concerning Allis-Chalmers pumps. ITT A-C Pump(formerly Allis-Chalmers), is the sole source for genuine O.E.M. pumps and parts for Allis-Chalmers pump products. Please see attachment.

CC: Julie Hernandez-Tomlin  
    Barrett Murphy  
    Mark O'Malley  
    Jeff Sebek
DPS PROJECT CHECKLIST

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO. ILLINOIS 60602.

GENERAL INFORMATION:
Date: 7/13/2016
REQ No.: 28853
Specification No.: 49028
PO No.: (If known): 
Modification No.: (If known): 
Project Description: Sales Source for ITT Pumps

Contact Person: Will Brown
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Project Manager: Mandy Maloney
Tel: 4-3700 Fax: 7-9271 E-mail:
Previous PO No. (If known):

FUNDING:
City: Corporate
State: IDOT/Transit
Federal: FHWA
Bond
IDOT/Highway
FTA
Enterprise
Grant* Other

LINE FY FUND DEPT ORGN APPR ACTV OBJT PROJECT RPTG $ DOLLAR AMOUNT
1/7 06 200 88 4160 0162 W102

Estimated Value $

*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply.

SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

IMPORTANT: THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

The following is a general description of what should be included in a Scope of Services or Specification:
A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

TYPE OF PROCUREMENT REQUESTED (check all that apply):

NEW REQUEST

☐ Blanket Agreement
☐ Standard Agreement
☐ Small Orders

☐ Sales Source

MODI/AMENDMENT

☐ Time Extension
☐ Vendor Limit Increase
☐ Scope Change/Price Increase/Additional Line Item(s)
☐ Other (specify):

FORMS:

☐ Requisition
☐ Special Approvals
☐ Non-Competitive Review Board (NCRB)

CONTRACT TERM:

Requested Term (number of months):

PRE BID/SUBMITTAL REQUIREMENTS:

Requesting Pre Bid/Submittal Conference? ☐ Yes ☐ No Requesting Site Visit? ☐ Yes ☐ No