

Contract Documents

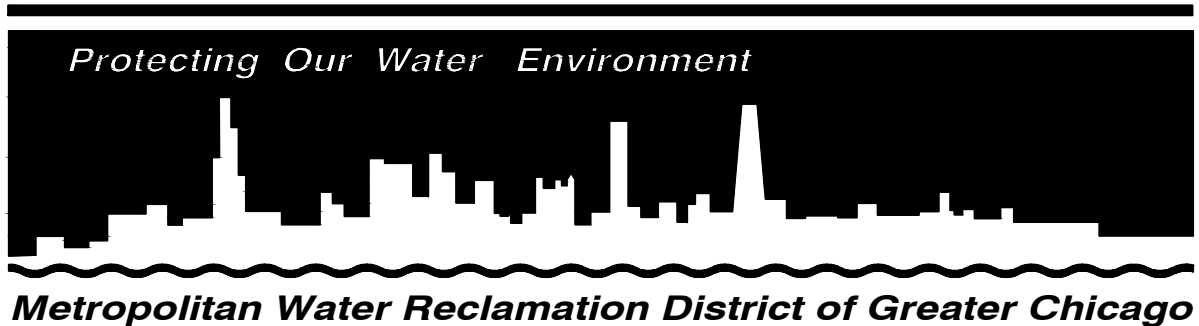
for

BATTERY E ACTIVATED SLUDGE FACILITY

Terrence J. O'Brien Water Reclamation Plant

Skokie, Illinois

Contract 21-092-3P



Room 508, 100 East Erie Street

Chicago, Illinois 60611

Volume 1 of 4

SIGNATURE BOOK FOR SUBMISSION OF BID

2025

Board of Commissioners

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**NOTICE
INVITATION TO BID**

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR**

**BATTERY E ACTIVATED SLUDGE FACILITY
AT THE O'BRIEN WATER RECLAMATION PLANT
SKOKIE, ILLINOIS**

CONTRACT 21-092-3P

PROPOSALS ARE DUE TUESDAY, OCTOBER 14, 2025

Sealed proposals, endorsed as above, will be submitted back to the District via an electronic upload to the Euna Portal only, from the date of the Invitation to Bid, up to 11:00 A.M. (Central Time), on the bid opening date, and will be opened publicly by the Director of Procurement and Materials Management or designee at 11:00 AM on Tuesday, October 14, 2025. The public cannot attend but can view the bid opening at <https://mwrdd.org/bid-opening>.

No bids will be accepted after 11:00 AM on the above scheduled bid opening date. All bids faxed, mailed, emailed, or hand delivered will not be considered and will be returned to the Bidder. There is no bid depository safe available for mailing or hand delivering bids. The District will only accept bids electronically uploaded to the Euna Portal (please see instructions on how to upload the bid response on pages Euna-1 and Euna-2). Please see specific instructions on how to upload your bid to the Euna Portal in the bid document entitled "Submission via the Euna Portal." Bids will be deemed non-responsive if not submitted using the Euna-project specific URL link, provided by the District with the bidding documents.

Specifications, proposal forms and/or plans may be obtained from the Department of Procurement and Materials Management by downloading online from the District's website at www.mwrdd.org (Doing Business→Procurement & Materials Management→Contract Announcements). No fee is required for the Contract Documents. Any questions regarding the downloading of the Contract Document should be directed to the following email: contractdesk@mwrdd.org or call 312-751-6643.

Tenders are invited to provide all necessary labor, supervision, tools, equipment, materials and appurtenances to complete the following:

1. Construction of the 8'-0" x 8'-0" cast in place concrete Battery E Influent Conduit, extending from the north side of the existing Meter Building to the new Battery E Mixing Chamber, and including a new motorized knife gate valve and magnetic flow meter
2. Relocation of the existing 8'-0" x 8'-0" cast in place concrete Battery D Influent Conduit.
3. Relocation of the existing 10" WAS piping from the Battery D Operating Gallery.
4. Construction of the 8'-0" x 8'-0" cast in place concrete Battery E Utility Tunnel, extending from the north side of the existing Meter Building to the new Battery E Operating Gallery.
5. Construction of the cast in place concrete Mixing Chamber including a concrete baffle wall, a concrete chimney inlet, and all associated equipment.

6. Construction of the cast in place concrete 3-pass Fermenter Tank, including fourteen (14) mechanical mixers and all associated equipment.
7. Construction of the cast in place concrete 1-pass Anoxic Pass, including six (6) mechanical mixers and all associated equipment.
8. Construction of the cast in place concrete Influent Channel, including four (4) mechanical mixers, six (6) motorized slide gates, stop logs, and all associated equipment.
9. Construction of six (6) cast in place concrete 2-pass Aeration Tanks, with each tank including two (2) mechanical mixers, one (1) FRP baffle wall, one (1) IMLR pump, fine bubble membrane disc air diffuser system, aeration supply piping, and all associated equipment.
10. Construction of the cast in place concrete Return Activated Sludge (RAS) conduit including one (1) underground 63-inch DR26 diameter RAS HDPE pipe from the RAS conduit to the Mixing Chamber, two (2) motorized knife gate valves, one (1) 60-inch magnetic flow meter, and associated equipment.
11. Construction of the cast in place concrete Mixed Liquor Channel including stop logs, eight (8) motorized slide gates, coarse bubble diffusers, and all associated equipment and piping.
12. Construction of the Battery E Operating Gallery Building which includes sixteen (16) RAS airlift pumps, three (3) Fermenter RAS centrifugal pumps and associated piping, two (2) WAS centrifugal pumps and associated piping, aeration supply piping, and other support facilities and equipment. The building consists of cast in place concrete foundation, masonry superstructure, and metal deck roof supported on steel beams.
13. Construction of eight (8) cast in place 112-ft inside diameter circular Final Settling Tanks, with each tank including sludge collection rake arms and drive mechanism, automatic flushing scum removal equipment, perimeter effluent weirs, FRP launder covers, and associate conduits and piping for influent, effluent, sludge withdrawal, and scum removal.
14. Construction of the 8'-0" x 8'-0" cast in place concrete Battery E Effluent Conduit running from the Battery E Final Settling Tanks to the existing plant effluent conduit at the northeast of Battery D.
15. Relocation of the existing effluent pipes for FST's C-17 and C-18.
16. Installation of the above ground steel 48-inch diameter air main which will be extended from the existing 48-inch diameter air main between Batteries C and D to both the new Battery E Operating Gallery and to the existing 48-inch diameter air main in existing Battery D Operating Gallery.
17. Installation of the 36-inch diameter ductile iron process drain which will be extended from the Battery E Operating Gallery to the existing process drain manhole south of the Process Control Building.
18. Construction of the cast in place concrete Post-Aeration Tank, including six (6) motorized slide gates, fine bubble ceramic plate air diffuser system, aeration supply piping, and all associated equipment.
19. Installation of other ancillary infrastructure, including the following:
 - a. Yard piping/utilities, site pavements, screening wall, site grading, and all other Civil work required for the new facilities.
 - b. Structural, Architectural, HVAC, and Plumbing work required for the new facilities.
 - c. Electrical and Instrumentation & Control work required to power and control all new Battery E equipment from the existing Process Control Building.

The site of the proposed work is at the Terrance J. O'Brien Water Reclamation Plant, 3500 Howard Street, Village of Skokie, County of Cook, State of Illinois.

Funding of all contract items is subject to the Board of Commissioners' approval of the budget for those years.

The estimated cost of this Contract is between **\$308,754,750.00 and \$373,755,750.00**

The bid deposit for this proposal is (THREE MILLION SEVEN HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SEVEN) \$3,737,557.00

Further, the District assumes no liability or responsibility for the failure or inability of any Bidder to successfully download any and all contract documents, including but not limited to specifications, proposal forms and/or plans, as a result of any type of technological computer and/or software system failure or breakdown that restricts, prohibits or prevents successful downloading of any and all District contract documents by the Bidder, whether caused by the District or other parties, directly or indirectly.

If any potential Bidder contemplating to submit a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, such inquiry should be submitted online at the District's website, www.mwrd.org. The path is as follows: Doing Business→Procurement and Materials Management→Contract Announcements. The District will provide an online response to such inquiries, as the District deems appropriate. Strings of appropriate questions and answers regarding the bidding documents will be available online on the District's website until the bid opening date of the bidding documents. No questions will be accepted by telephone, fax, email, mail, or any other such form of delivery.

The District will only respond to questions received online up to ONE WEEK prior to the bid opening date of the bidding documents. The District will not respond to questions received after this date. The District does not guarantee the timeliness of responses provided online, nor does the District guarantee that such responses will be provided in adequate time to affect the submission of bids. The District shall provide responses online ONLY if the responses do not interpret or otherwise change the bidding documents.

The District's responses online are NOT official responses and, therefore, are not binding to the bidding documents. Any official interpretation or change to the bidding documents will be made only by addenda duly issued to all plan holders on record by the Director of Procurement and Materials Management.

Bidding documents are only available online, and all addenda issued for this contract will be available online at the District's website, www.mwrd.org. The path is as follows: Doing Business→Procurement and Materials Management→Contract Announcements. A copy of such addenda will also be emailed/faxed to each person which downloads a set of such contract documents.

Failure on the part of the prospective Bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal.

Each proposal must be accompanied by a bid deposit in the form of a bid bond in the amount of **(THREE MILLION SEVEN HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SEVEN) \$3,737,557.00**. Each bid bond must be underwritten by a surety licensed to do business in the State of Illinois, listed in the latest copy of the Federal Register and approved by

the Director of Procurement and Materials Management. The bid bond must contain signatures from the Bidder and Surety Company. Failure to provide signatures on the bid bond will result in the rejection of the bid. Photographic and/or stamped signatures are acceptable. Any proposal submitted without being accompanied by the required bid deposit, in the aforesaid form, will not be considered and will not be read after it is publicly opened.

Prior to award of the contract, the lowest responsible Bidder must demonstrate compliance with the District's Multi-Project Labor Agreement by submitting to the Director of Procurement and Materials Management a signed Certificate of Compliance with the Multi-Project Labor Agreement. The Agreement and Certificate of Compliance are contained in the Contract Documents.

The bid money value of all materials purchased directly by the Contractor, together with the bid money value of all work performed by personnel and facilities provided directly by the Contractor, shall not be less than 25% of the money value of all work performed under this Contract. Any bid money value of work performed by the Subcontractors for work on the job site utilizing Subcontractors' materials, labor and facilities cannot be included in the percent of work to be completed by the Contractor.

Each Bidder must submit with their proposals a signed and completed MBE/WBE Utilization Plan which lists each business intended to be used as a MBE and WBE on pages UP-2 and UP-3 and supplemental pages as necessary. The Bidder must sign the Signature Section page on UP-4. Failure to submit a signed MBE/WBE Utilization Plan will result in a bid being deemed non-responsive and the bid will be rejected. Also, if a Waiver is sought, the Bidder is required to sign pages UP-4 and UP-5, which is the Waiver Request Form; failure to do so will be viewed as non-responsive and the bid will be rejected.

Each Bidder must submit with their bid package an original or facsimile copy of the MBE/WBE Subcontractor's Letter of Intent, page UP-6 for each subcontractor listed on their MBE/WBE Utilization Plan. The submitted MBE/WBE Subcontractor's Letter of Intent must be completed and signed by the subcontractor and accompanied with a copy of the subcontractor's current Letter of Certification from a state, local government or agency or documentation demonstrating that the subcontractor is a MBE or WBE within the meaning of the Affirmative Action Ordinance, Revised Appendix D. Failure to submit the MBE/WBE Utilization Plan signed by the Bidder at the time of the bid opening and the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE will be viewed as non-responsive and the bid will be rejected.

If the Bidder exceeds the allowable Supplier Utilization amount which is stated in the bid documents, the bid will be viewed as non-responsive. Therefore, the Bidder may not exceed the use of a MBE or WBE supplier for more than 50% of each respective MBE or WBE, goal, unless the Administrator has authorized a Supplier's Exception notated on page AU-I.

Each Bidder must submit with their proposals a completed VBE Commitment Form which lists each business intended to be used as a VBE. The Bidder must make a "Good Faith Effort" to identify eligible Veteran Owned-Businesses by completing the VBE Commitment Form. If the Bidder is unable to identify qualified VBE subcontractors capable of providing goods or services required by the contract, the Bidder must write "no participation" on the VBE Commitment Form. Where a Bidder has failed to meet the VBE participation goal, the Administrator shall require the Contractor to submit a Veteran's Business Enterprise Good Faith Efforts Documentation Request

Form and provide additional documentation of its good faith efforts in attempting to fulfill the VBE goal.

The Contractor must use the District's online compliance monitoring system administered by the Diversity Section for payment and reporting purposes, in order to fulfill the Affirmative Action Program requirements.

The MBE/WBE Utilization Plan MUST be signed by the bidder, even if the bidder requests a waiver and/or offers itself to meet any of the Affirmative Action Ordinance Revised Appendix D goals. If the bidder offers itself to satisfy any of the Affirmative Action Ordinance Revised Appendix D goals, then its name shall be shown in the appropriate space(s) on the MBE/WBE Utilization Plan.

Where a Bidder is a business owned and controlled by a minority woman (M/WBE), or where the Bidder utilizes an M/WBE in a joint venture or as a subcontractor, the Bidder may count the M/WBE participation toward the achievement of either its MBE or WBE goal, but not both.

Each Bidder's Utilization Plan must commit to MBE and/or WBE participation equal to or greater than the associated goals unless the Bidder indicates a partial or total waiver request on page UP5. If a waiver from Appendix D requirements is sought, the Bidder will be required to provide documentation of "Good Faith Efforts" to meet the Appendix D utilization goals, as defined in Section 15(e) of the Affirmative Action Ordinance Revised Appendix D. Subsequent to the bid opening, and if it is determined by the Diversity Administrator that a Contractor's Information Form is required from the apparent low Bidder, the Bidder must complete and submit the form with (3) calendar days of receiving the written request.

The work under this Contract is classified as "General and Heavy Construction" for the MBE, WBE and VBE utilization goals contained in the Affirmative Action Ordinance Revised Appendix D and Appendix V. The associated goals are 20% Minority-owned Business Enterprises (MBE), 10% Women-owned Business Enterprises (WBE), and 3% Veteran-owned Business Enterprises (VBE). Should you have any questions, please contact the Diversity Office at 312-751-4035.

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (IEPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Water Pollution Control Loan Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), Illinois Works Jobs Program Act (30 ILCS 559/20-1), and the federal "Build America, Buy America Act" requirements contained in the Infrastructure and Investment and Jobs Act, Pub. L. No. 117-58. This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business enterprises. The loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.

Federal Regulations regarding labor standards, the Copeland Anti-Kickback Act, equal employment opportunity and access to work shall be in effect. These regulations appear in

Appendices B and I in the Contract Documents and form a part thereof. The Bidder must execute Grant Forms Nos. 1, 2, 3, 4, 5, and 6 in the appropriate place in Appendix B as part of the Proposal. **Any Proposal submitted without being accompanied by the executed Grant Forms Nos. 1, 2, 3, 4, 5, and 6 will be rejected as non-responsive.** The Bidder shall specifically take note of Section 7, "Certification," of Appendix I regarding non-collusion requirements, and shall comply with same.

The Voluntary Technical Pre-Bid meeting will be held online via a Zoom meeting on Friday, 10/3/2025, at 10:00 A.M. CST. The link to the Zoom meeting is attached in a separate Word document under the "Additional Documents" column on the District's website at mwrdd.org (Doing Business→Procurement & Materials Management→Contract Announcements→(Find correct project)→Bidding Documents). The purpose of the Voluntary Technical Pre-Bid meeting is to review the scope of work, to provide for identification and discussion of potential problems that might arise during the administration of this Contract and seek clarification of technical or procedural aspects of this Contract. There will be a Q&A session at the end of the meeting. Also, suppliers must give their contact information to register prior to entering the Zoom Pre-Bid meeting.

Bidders are STRONGLY URGED to inspect all areas of the work sites, prior to bidding, to familiarize themselves with the nature of the work and the method of accomplishing the same. **An optional Pre-Bid Walk-Through will be held on Thursday, 10/2/2025, at 1:00 P.M. CST** at the O'Brien Water Reclamation Plant, 3500 Howard St., Skokie, County of Cook, State of Illinois, 60076. Attendees are advised to bring a hard hat and appropriate footwear for an industrial type of facility and a current business card. Bidders are encouraged to give themselves enough time to clear security. Bidders are reminded that no questions will be taken during any site inspections. The District's website (www.mwrdd.org) will be used for addressing any questions, as indicated in the Invitation to Bid documents for this Contract. The path is as follows: Doing Business → Procurement & Materials Management → Contract Announcements → (Find correct project) → Ask a Question.

The contact person for this contract is Mr. Jay Shetty. This contact person will provide online responses to online inquiries.

Bidders should read the bidding requirements set forth on pages R-1 through R-6, and in particular page R-2, Paragraph 6, in regard to questions on this Contract.

All contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1 et. Seq.).

The contract will be awarded to the lowest responsible, responsive Bidder, unless all bids are rejected.

The Metropolitan Water Reclamation District of Greater Chicago reserves the right to reject any or all Proposals.

Metropolitan Water Reclamation District
of Greater Chicago

By Darlene A. LoCascio
Director of Procurement and
Materials Management

Chicago, Illinois
September 17, 2025

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EUNA-1

SUBMISSION VIA THE EUNA PORTAL

1. Submissions will only be accepted via an electronic upload to the Euna portal. To upload submissions on the Euna portal, go to the Euna project page link listed under the "Bidding Documents" link on the MWRD portal (WWW.MWRD.ORG, under DOING BUSINESS → PROCUREMENT & MATERIALS MANAGEMENT → CONTRACT ANNOUNCEMENTS → BIDDING DOCUMENTS → ADDITIONAL DOCUMENTS.) This Euna link is unique to each solicitation. Bids will be deemed non-responsive if not submitted using the Euna-project specific URL link, provided by the District with the bidding documents.
2. The Euna link will take you to the Euna project page for the solicitation. On this page you will see the project details, key project dates, a list of the requested information (including the file type), and public notices (if applicable). At the bottom of the page there is a link to "Log in / Register." Click this link.
3. If you have previously registered in Euna for the MWRD, then enter your email address and password. It will then take you to the project page.
4. If this is your first time using the Euna portal, click on the "New Vendor Registration" link called "Create your free Euna account." Then fill out your vendor information in the required fields. When you are done, click "save" at the bottom. It will then take you to the project page.
5. At the bottom of this page, there is a "Submission" tab. You will need to declare whether you intend to bid on this opportunity. If you do, click "yes" and the "submit" button. The system will not allow you to submit a response unless you declare "yes." If you do not intend to submit a response, click "no."
6. If you stated that you intend to bid, then you will see a button called "Prepare Your Submission" at the bottom of the page. Click on this button. You can also watch a short video from Euna on how to prepare your submission.
7. Next you will see a page called "Complete Your Submission." You will see each of the "Requested Documents" under the title of "Step 1: Provide Submission Information." For each requested document, click the "upload file" button to submit your documents. Keep in mind that most requested documents need to be in the PDF format. If the "File Type" states PDF, then the system will only allow you to upload PDF documents. Also, some requested documents only allow a single uploaded document, while others allow the option of multiple files (if applicable to your response).
8. You do not have to upload all the documents at the same time. In other words, you can upload some documents on one day and the rest on other days. However, you will not be able to submit your response until there is at least one document uploaded for each requested document. Euna will not allow for incomplete responses. So please give yourself enough time before the close date to upload responses for each requested document.
9. Once you have uploaded all of your documents, check the box titled "I understand that I can't change any of the submission details or documents once the project closes" under "Step 2: Submit and Finalize." Then click the "Submit & Finalize My Submission" button.
10. Once you have submitted your response, a green bar will show up stating that your submission is complete. A confirmation code is given if you want to record proof of your submission. You have now successfully submitted your response.
11. Submissions cannot be modified after the close date. But if you need to modify or delete your submission prior to the close date, you can do this in the Euna portal. Log into the Euna portal the same way as stated in the above instructions. Then under the "Submission" tab at the bottom of the page, click the "View Receipt" link. From there, go to the bottom of the page and click the "Click here to un-submit your submission" link. Then you will be able to modify your submission. When you are finished modifying your submission, please make sure to "Submit and Finalize" your submission again, otherwise the MWRD will not receive it.

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REQUIRED DOCUMENTS TO BE INCLUDED WITH THE BID SUBMISSION

The following items must be uploaded as separate attachments in Euna with your submission.

1. Proposal Signature Page and Affidavit Page (AF-1) filled out, signed and notarized, where required.
2. Proposal pages with bid prices
 - a. The biddable items for this contract are ONLY available online via an Excel spreadsheet entitled the "Bid Pricing Spreadsheet." Please see instructions in the Proposal section, under "Biddable Items" below for information on how to obtain and submit the proposal pages with bid prices.
3. Appendix D Utilization Plan and Signature Page, pages UP-1 to UP-5.
4. Subcontractor's letter of intent for each firm listed on utilization plan, page UP-6.
5. Appendix V Veterans Form.
6. MPLA forms, if applicable (this is optional for vendors to send at time of bid opening, but it will be needed prior to award).
7. Bid Bond.
8. Documents for State Revolving Fund under Appendix B
 - i. Grant Form #1
 - ii. Grant Form # 2 (Certification of Non-segregated Facilities)
 - iii. Grant Form # 3 (Certification Regarding Debarment, Suspension and Other Responsibility Matters)
 - iv. Grant Form # 4 (Bidder Certification in Compliance with Article 33E to the Criminal Code of 2012)
 - v. Grant Form # 5 (Bidder Certification Regarding the Use of Iron, Steel, Manufactured Products, and Construction Materials produced in the United States (Build America, Buy America Act)
 - vi. Grant Form #6 (Employment of Illinois Workers on Public Works Act)

Please note: Failure to submit back the above required items may lead to your bid being declared nonresponsive and not considered.

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Metropolitan Water Reclamation District of Greater Chicago

SITE VISIT RELEASE AND INDEMNITY AGREEMENT

Contract Number: 21-092-3P

In consideration of being permitted, for the sole and exclusive purpose of making a site inspection of premises owned or controlled by the Metropolitan Water Reclamation District of Greater Chicago, the undersigned for her/himself and her/his personal representatives, heirs, successors and assigns, hereinafter "Releaser", hereby releases, waives, discharges and covenants not to sue the Metropolitan Water Reclamation District of Greater Chicago, its Commissioners, Officers, Agents, and Employees, all referred to as "Releasees", from all liability to the Releaser, her/his personal representatives, assigns, successors and heirs, for all loss or damage, and any claim for damage thereof, on account of injury to or death of the Releaser or damage to or destruction of property of the Releaser, whether caused by the negligence of Releasees or otherwise while the Releaser is making the permitted site inspection of premises owned by the Metropolitan Water Reclamation District of Greater Chicago.

Releaser agrees to indemnify the Releasees and each of them from any loss, liability, damage or cost Releasees may incur due to the negligence, carelessness or other conduct of Releaser in or on the property of the Metropolitan Water Reclamation District of Greater Chicago, whether caused by the negligence of the Releasees or otherwise.

Releaser hereby assumes full responsibility for and assumes all risk of bodily injury, death, or property damage while in or on property owned or controlled by the Metropolitan Water Reclamation District of Greater Chicago.

Releaser expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Releaser acknowledges that all verbal information disclosed prior to, during, or after the site inspection, from whatever source, is not an official communication of the Metropolitan Water Reclamation District of Greater Chicago and constitutes an opinion of the speaker. The plans and specifications contained in the contract documents constitute the only official communication.

Releaser further agrees to report any and all discrepancies or inconsistencies between existing conditions and the conditions indicated in the Plans and Specifications to the Engineer in writing within 24 hours of the discovery of same. Failure to make such report shall constitute a waiver by the Releaser to any relief in any form arising out of such discrepancies or inconsistencies.

Releaser further states that he has carefully read the above release and knows the contents of the release and signs this release, as his own free act.

This Release and Indemnity Agreement contains the entire agreement between the parties regarding the release and indemnity for the site visit, and its terms and conditions are contractual and not a mere recital.

This form must be signed as a condition of this site inspection.

Dated: _____

Releaser (Individual) Printed Name

Releaser (Company)

Releaser (Individual) Signature

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BIDDING REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

Bidders are required to submit their Proposals upon the following express conditions:

1. Bidders must carefully examine the entire site of the work and the adjacent premises and the various means of approach to the site and make all investigations necessary to be thoroughly knowledgeable as to the conditions for delivering and placing the necessary construction equipment, and for delivering and handling material at the site. Bidders shall also thoroughly investigate all the conditions and difficulties which may be involved in the completion of the work in accordance with all of the Contract Documents furnished herewith.
2. Bidders are also required to examine all maps, plans and data mentioned herein as being on file in the office of the Engineer and available for examination by Bidders, but the correctness and completeness of any such information is not guaranteed by the District. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all of the requirements of said specifications and plans, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.
3. Bidders shall examine and inform themselves as to all applicable covenants and conditions prescribed in the various laws, ordinances, statutes, regulations and permits pursuant to Article 2 of the General Conditions. Bidders shall also determine for themselves the applicable provisions of any permits or agreements with others referred to in the Contract Documents and shall prepare to comply with all applicable terms thereof.
4. Bidders shall also take special note of the progress requirements specified under TIME in the Agreement.
5. Unit-price Bids:
 - A. For Contracts containing unit price bid items the "Approximate Quantities" listed in the "Proposal" form, although stated with as much accuracy as is possible in advance, are estimates only and are presented SOLELY for the purpose of comparing bids. The quantities on which payments will be made to the Contractor are to be determined by measurements of the work actually performed by the Contractor as specified. Bidders must determine for themselves the quantities of work that will be required and the conditions under which the work will be performed, by such means as they may prefer, and shall assume all risks as to any variations in the approximate quantities noted.
 - B. Bidders shall not at any time after the submission of a proposal, dispute or complain of the aforesaid list of approximate quantities or assert that there was any misunderstanding as to the amount or character of the work required to be done, and shall not make any claims for damages, or for loss of profits or for an extension of time because of a difference between the approximate quantities of the various unit price bid items, and the actual quantities of work performed.
 - C. When the Contract consists of more than one bid item, unit price or lump sum, proposals must be submitted upon all bid items unless otherwise noted herein.
 - D. Where unit or lump sum prices are to be bid, and/or where bids are to be made on more than one item, the District will provide a form of "Proposal" for said approximate quantities which the Bidder shall use for entering the appropriate bid pricing in numerical figures. Failure to do so may lead to rejection of the bid. This form of "Proposal" will then automatically extend the unit or lump sum price(s) and shall compute the total amount of the bid and shall indicate the same in the appropriate place(s) on this form of "Proposal." Such extensions and total sum are subject to verification by the Director of Procurement and Materials Management of the Metropolitan Water Reclamation District of Greater Chicago and the correct extensions and sum will be used in the comparison of bids.

6. If any potential Bidder contemplating to submit a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, such inquiry should be submitted online at the District's website, www.mwrd.org. The path is as follows: Doing Business+Procurement and Materials Management+Contract Announcements. The District will provide an online response to such inquiries, as the District deems appropriate. Strings of appropriate questions and answers regarding the bidding documents will be available online on the District's website until the bid opening date of the bidding documents. No questions will be accepted by telephone, fax, email, mail, or any other such form of delivery.

The District will only respond to questions received online up to ONE WEEK prior to the bid opening date of the bidding documents. The District will not respond to questions received after this date. The District does not guarantee the timeliness of responses provided online, nor does the District guarantee that such responses will be provided in adequate time to affect the submission of bids. The District shall provide responses online ONLY if the responses do not interpret or otherwise change the bidding documents.

The District's responses online are NOT official responses and, therefore, are not binding to the bidding documents. Any official interpretation or change to the bidding documents will be made only by addenda duly issued to all plan holders on record by the Director of Procurement and Materials Management.

Bidding documents are only available online, all addenda issued for this contract will be available online at the District's website, www.mwrd.org. The path is as follows: Doing Business+Procurement and Materials Management+Contract Announcements. A copy of such addenda will also be emailed/faxed to each person which downloads a set of such contract documents.

Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal.

Bidder will acknowledge receipt of each addendum issued in space provided on proposal signature page at the time and date set to receive bids. Oral explanations will not be binding.

7. Proposals that contain any omissions, erasures, or alterations, or that contain additions of items or additional terms and conditions, not herein called for, or that contain irregularities or qualifications of any kind, may be rejected.
8. All signatures shall be original in writing, and no proposal will be considered unless it is so signed. Photographic and/or stamped signatures are acceptable.
9. Proposals submitted without filling out, signing and notarizing the attached Affidavit shall be rejected. Bidders must sign the Proposal and any other document(s), if instructed to do so in the Invitation to Bid and/or Proposal.
10. Any proposal which indicates multiple or alternate bids shall be deemed a non-responsive bid and shall be rejected by the Director of Procurement and Materials Management, unless the Contract expressly and unequivocally request the submission of multiple or alternate bids.
11. The Proposal must be made upon the blank Proposal form contained as part of these Contract Documents and shall conform to the terms and conditions set forth in these Bidding Requirements and Instructions to Bidders. **All proposal forms must be downloaded online from the District's website. Bidders are responsible to submit the required contract documents as per the instructions contained within the contract documents.**

12. When the Bidder is a corporation, the Proposal must be signed in the name of the corporation by the President and Secretary of the corporation with their address and telephone number shown. If the Proposal is executed by other than the President and Secretary, such officer or agent must present a certified copy of a resolution of the Board of Directors authorizing execution by the designated parties or a statement on company letterhead by an officer authorized to delegate authority, together with proof of that authority, indicating that he is authorized to sign said Proposal and that the corporation is currently in good standing with the Illinois Secretary of State. In the event that a corporation or LLC is the successful Bidder, such corporation shall present evidence, before a Contract is executed, that it is authorized to do business in the state of Illinois which may include a print-out from the Illinois Secretary of State's website, which is www.ilsos.gov.

805 ILCS 5/13.05 provides "a foreign corporation organized for profit, before it transacts business in this state, shall procure authority so to do (sic) from the Secretary of State." §16.05(i) provides (i) Each corporation, domestic or foreign, that fails or refuses (1) to file in the office of the recorder within the time prescribed by this Act any document required by this Act to be so filed, or (3) to perform any other act required by this Act to be performed by the corporation, is guilty of a Class C misdemeanor."

13. When the Bidder is a partnership, the individual names, addresses and telephone numbers of all of its members shall be written out and shall be signed in full, but the signers may, if they choose, describe themselves in addition as doing business under a firm name and style.

A "Partnership," "Joint Venture," or "Sole Proprietor" operating under an assumed name must be registered with the Illinois county in which located, as provided in 805 ILCS 405/0.01 et. seq."

14. If required, each proposal must be accompanied by a bid deposit in the form of a bid bond in the amount stated in the Invitation to Bid. Each bid bond must be underwritten by a surety licensed to do business in the State of Illinois, listed in the latest copy of the Federal Register and approved by the Director of Procurement and Materials Management. The bid bond must contain signatures from the Bidder and Surety Company. Failure to provide signatures on the bid bond will result in the rejection of the bid. Photographic and/or stamped signatures are acceptable. Any proposal submitted without being accompanied by the required bid deposit, in the aforesaid form, will not be considered and will not be read after it is publicly opened.
15. After the proposals have been submitted, the Bidders shall not withdraw or cancel the proposals. In the event that a Bidder withdraws or cancels his Proposal, then the bid deposit, if any, provided by said Bidder shall be forfeited to the Metropolitan Water Reclamation District as liquidated damages, it now being agreed that said sum is a fair estimate of the amount of damages the District will sustain in case of such withdrawal or cancellation. All sums and/or bid bonds deposited with such proposals will be held by the District until all proposals submitted have been canvassed. All sums deposited with the proposals will then be returned to the respective Bidders, without interest, by the District after the Contract has been awarded and executed. NOTE: Bid bonds will not be returned to Bidders, unless requested in writing.
16. If required by any provision in the contract document, the Bidder shall submit with his Proposal any literature, data or other information which may be so required, and all such information accompanying the Proposal in accordance with such requirement shall become a part of the Proposal. In the absence of any such specific requirement calling for the submittal of information with the Proposal, the Bidder shall not submit with the Proposal any documents other than the contract documents provided by the District for bidding, which the Bidder downloaded online from the District's website. Any Bidder, when requested shall submit to the Engineer any literature, data or other information.

17. Within 10 calendar days, after a written notification by the Director of Procurement and Materials Management, the apparent low Bidder shall file post qualification data with the Director of Procurement and Materials Management which shall include:
 - (1) Full and complete disclosure of the names and addresses of the owners, stockholders, officers and directors of Bidder and of its subsidiaries and/or parent owners; provided however, that in the event there are twenty (20) or more owners or stockholders, only the twenty (20) having the largest interest in the corporation, partnership, association or firm need be listed.
 - 2) An affidavit of disclosure, in the event that there is parent ownership of the Bidder, that sets forth names and addresses of any subsidiaries of said parent owner. Failure to provide this post qualification data within twenty-one (21) calendar days after notification by the Director of Procurement and Materials Management may result in rejection of this Proposal.

The Director of Procurement and Materials Management shall be notified of any changes or modifications of the information disclosed in its post qualification data and/or affidavit of disclosure no later than thirty (30) calendar days after such changes or modifications have been made, up to such time as final payment on the Contract has been approved.

Any corporation whose stock is listed on one of the major United States stock exchanges need not list the above data, but it must list the stock exchange. Any post qualification data or affidavit of disclosure filled with the Director of Procurement and Materials Management is considered to be a public record open to public inspection at all reasonable times.

18. Bidders shall furnish evidence of their experience and familiarity with work similar in character to that specified herein and of their financial ability to properly execute the proposed work to completion within the specified time all satisfactory to the Director of Procurement and Materials Management.
19. Any Bidder, when requested, shall submit to the Director of Procurement and Materials Management the following information on report forms furnished by the District:
 - (1) A certified current financial statement.
 - (2) A tabulation of all construction Contracts in which the Bidder is currently engaged listing the name of the owner(s), approximate total.
 - (3) Names of companies, individuals or agencies other than the District, for which work was performed similar in nature to that required under this Contract and the total dollar value of each of the Contracts performed for such companies, individuals or agencies.
 - (4) A statement of names and qualifications of the Bidder's key personnel who will be in charge of the work under this Contract.
 - (5) A list of construction equipment which the Bidder has available for the proposed contract and a detailed description of any special or unusual equipment required for work under this Contract.
20. Within thirteen (13) calendar days after receiving notice of award, the Bidder to whom the Contract is awarded shall execute a Contract with the District for the complete performance of all work specified therein; and, if applicable, shall execute a bond for the faithful performance of such Contract in the amount specified in the Agreement, with sureties whose financial standing is satisfactory to the Director of Procurement and Materials Management, or shall comply with other stated requirements for bonding. The successful Bidder and their Surety Company representative is required to execute the District's Agreement and/or Bond in the Law Department at the District offices located at 100 E. Erie Street, Chicago, Illinois, 60611 or as otherwise instructed to do so. The Bidder must take this into consideration when providing their proposal to the District.

21. In the event that said Bidder fails or refuses to execute said Contract and, if applicable, furnish the specified bond, within said period of thirteen (13) calendar days after receiving notice of such award, then the sum of the bid deposit/bid bond submitted by said Bidder shall be retained by the District as liquidated damages and not as a penalty, as this said sum is a fair estimate of the amount of damages that the District will sustain in case said Bidder fails to enter into said Contract and/or furnish said bond.
22. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). 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://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. 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.
23. The Bidder to whom the Contract is awarded shall comply with Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et. seq. The Act indicates that the level of unemployment in the state of Illinois is measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. It is the responsibility of the Contractor to determine the level of employment in the State of Illinois and to employ only Illinois laborers when required by the Act. No additional compensation will be allowed the Contractor because of any delays or additional costs to the Contractor or any subcontractor of the Contractor, in any way arising from or caused by any hearing, appeal to the court, or for any other delays or costs, any of which may have been occasioned by the compliance on the part of the Water Reclamation District, the Contractor or any subcontractor of the Contractor, with the provisions of the Act.
24. In performing the work required by this Contract, the Bidder to whom the Contract is awarded shall not refuse or deny employment to any person in any capacity on the grounds of race, creed, color or national origin nor shall the Contractor discriminate against any person in any manner by reason thereof. The Contractor also must ensure that each subcontract made under this Contract will contain a similar provision with respect to nondiscrimination. The Contractor's attention is called to the Act of the state of Illinois prohibiting race discrimination, approved July 8, 1933, Chap. 29, Secs. 17 and 24, inclusive, and to The Fair Employment Practices Act of the state of Illinois, approved July 21, 1961, Chap. 48, Secs. 851 to end, Illinois Revised Statutes, 1961, State Bar Assoc. Ed., and that said Contractor must comply with the terms thereof.
25. If grant funding is applied for on this project, all Federal regulations, including labor standards, equal employment opportunity, the Copeland "Anti-Kickback" Act and access to work, shall be in effect. These regulations would appear in the appendices in the Contract Documents and would form a part thereof.
26. If Revised Appendix D and/or Appendix Vis a part of the Contract, the Bidder shall comply with the described requirements.

If the District's Multi-Project Labor Agreement is a part of the Contract, the lowest responsible Bidder and its subcontractors shall comply with its terms and conditions.
27. The provisions of the Purchasing Act for the District, 70 ILCS 2605/11.1 - 11.24 are applicable to this Contract.

The Contractor's attention is specifically directed to Section 11.18 thereof, which provision, in part provides:

No officer or employee of the Metropolitan Water Reclamation District organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, Purchase Order, lease or contract to which such water reclamation district is a party. For purposes of this Section, an officer or employee of the water reclamation district is deemed to have a direct financial interest in a bid, Purchase Order, lease or contract with the district, if the officer or employee is employed by the district and is

simultaneously employed by a person or corporation that is party to any bid, Purchase Order, lease or contract with the water reclamation district.

Any officer or employee convicted of a violation of this Section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony.

The Contractor shall comply with each and every section of said Act which may be applicable to this Contract.

The provisions of said Act shall be included in and be applicable to any subcontract made by the Contractor.

This Contract, at the option of the District, may be terminated and canceled in the event the Contractor or Subcontractor breaches any of the provisions of said Act.

28. The Director of Procurement and Materials Management reserves the right to waive technicalities and to reject any or all proposals.
29. The District reserves the right to confirm and/or verify the accuracy of any and all company information stated or submitted by the bidder in the contract documents prior to award and/or execution of the Contract Documents.

JUNE 2020

AU-1

AUTHORITY FOR ATTACHED PROPOSAL

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

The following proposal must be submitted in accordance with the Invitation to Bid made by the Director of Procurement and Materials Management of the Metropolitan Water Reclamation District of Greater Chicago, dated September 17, 2025.

Included in and made a part of said proposal are the attached contract documents. These documents may contain corrections in lieu of or in addition to the printed matter originally contained therein.

Such corrections and/or additions are either listed below or are shown on the face of the contract documents, and must be considered by the bidder in making his proposal. Any addendum that may be issued prior to the opening of bids will be made part of said proposal and must also be considered by the bidder in making his proposal.

If the contract to which this Authority applies is state and/or federally funded, the contract documents will contain (in Appendix G) excerpts from the Federal Register, 40 CFR Part 33. These Clauses apply to the EPA grant-eligible work to be performed under the contract. For state revolving loan fund projects, Appendix G does not apply and is replaced by Appendix I.

Any references to MWRD Appendix C, or MWRD Appendix K do not apply to this contract.

Signed Darlene A. LoCascio
Director of Procurement and
Materials Management

(This proposal is not valid unless this authority is signed above and no changes, corrections or additions other than those listed above, or as modified by subsequent addendum (s), will be considered as part of this contract.)

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METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
PROPOSAL FOR

BATTERY E ACTIVATED SLUDGE FACILITY
AT THE O'BRIEN WATER RECLAMATION PLANT
COOK COUNTY, ILLINOIS

CONTRACT 21-092-3P

Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611

Ladies and Gentlemen:

The Bidder has examined the contract documents for the above titled project; the site of the work, the means of access thereto, the adjoining and adjacent premises and the facilities for making deliveries at said locations, and all other relative material.

The Bidder has also examined the Invitation to Bid, the foregoing Requirements for Bidding and Instructions to Bidders (Bidding Requirements, hereinafter), has made the examinations and investigations therein required, and have been advised as follows:

The District is exempt from the Illinois State and/or Municipal or County Retailers' Occupation Tax, Service Occupation Tax, Use Tax and Service Use Tax and prices quoted shall not include the cost of such taxes. The Illinois Exemption Identification Number is E9997-9578.

The Bidder, in submitting this proposal, verifies that all of the Contract Documents listed in the Agreement are attached hereto.

Biddable Items

THE BIDDABLE ITEMS FOR THIS CONTRACT ARE ONLY AVAILABLE ONLINE ON THE DISTRICT'S PORTAL.

GO TO WWW.MWRD.ORG.

- FROM THE HOME PAGE, CLICK DOING BUSINESS → PROCUREMENT AND MATERIAL MANAGEMENT → CONTRACT ANNOUNCEMENTS.
- SCROLL THROUGH THE TABLE TO FIND THIS CONTRACT AND CLICK ON THE LINK ENTITLED "BIDDING DOCUMENTS."
- LOG IN WITH YOUR REGISTERED EMAIL ADDRESS, OR REGISTER ONLINE, AND THEN LOG IN.
- THE BIDDABLE ITEMS ARE AVAILABLE IN A SPREADSHEET, CALLED THE BID PRICING SPREADSHEET, UNDER THE COLUMN ENTITLED "ADDITIONAL DOCUMENTS."

- DETAILED INSTRUCTIONS ON HOW TO FILL OUT THE BID PRICING SPREADSHEET ARE ALSO AVAILABLE UNDER THE COLUMN ENTITLED "ADDITIONAL DOCUMENTS."

The bidder must then upload the bid pricing spreadsheet electronically into the Euna Portal. Please see instructions on how to upload your bid in the information above entitled "Submission via the Euna Portal." All bids faxed, mailed, emailed, or hand delivered will not be considered and will be returned to the bidder. There is no bid depository safe available for mailing or hand delivering bids.

The bidder must use the BID PRICING SPREADSHEET, as enclosed in these bidding documents, to submit their bid, without making any alterations or format changes to the BID PRICING SPREADSHEET.

Failure to do as indicated above may render the bid non-responsive, & the bid may be rejected.

Special Instructions Regarding the Biddable Items

The prices quoted herein by the Bidder conclusively include all other direct or indirect Federal, State, County and local taxes and fees which apply and also comply with all Federal laws and regulations.

The Bidder proposes, in accordance with the terms and conditions of the contract documents, to complete all work and to furnish all labor, transportation, equipment, supervision, tools, appurtenances and materials necessary for full completion of the work, in place as specified, at the prices quoted.

All expenses related to the Contractor's activities, including but not limited to, salary, travel expenses, equipment, fuel and materials, shall be included in the unit prices established herein. The Contractor shall not be paid any additional expenses incurred during the course of the work.

Any Proposal which indicates multiple or alternate bids will be deemed non-responsive and will be rejected by the Director of Procurement and Materials Management.

Insurance

IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY THE COST OF INSURANCE REQUIRED UNDER THIS CONTRACT PRIOR TO BIDDING. THE COST OF INSURANCE IS CONSIDERED TO BE INCLUDED IN THE BID PRICE. INSURANCE REQUIREMENTS CAN BE FOUND IN DIVISION 01- GENERAL REQUIREMENTS.

The Bidder hereby guarantees that all material, equipment and appurtenances furnished under this Proposal will be free from defects in design, workmanship, manufacture and installation, and will be capable of continuous satisfactory operation under the conditions as specified.

In submitting this Proposal, the Bidder represents and warrants the availability of the necessary skilled tradespeople and other classifications of labor necessary to perform the work required, and furthermore, the prior work experience stipulated in the Affidavit reflects such expertise.

P-3

Prior to award, and upon request of the Resident Engineer, the Bidder shall furnish documentation which lists: the number of similar projects completed, as well as references, including company name, contact persons, telephone numbers and any other proof of compliance with the above requirements. Failure to provide sufficient documentation to the satisfaction of the Resident Engineer may be grounds for rejection of the bid.

Failure to provide all the required documents and proof of certification and qualifications, as specified above, will result in rejection of the bid.

Progress Payment Price Breakdown by Percent

For purposes of Progress Payment only, and irrespective of any estimate the bidder may prepare, the Engineer has determined the value of each Item as described in the Contract Documents to be that percentage of Cost Proposal A, the Lump Sum Price shown below:

ITEM	DESCRIPTION	PERCENTAGE OF LUMP SUM PRICE
Division 1	General Requirements (including Mobilization)	5.47
Division 2	Site Construction	17.80
Division 3	Concrete	44.94
Division 4	Masonry	0.43
Division 5	Metals	1.47
Division 6	Wood and Plastics	0.02
Division 7	Thermal and Moisture Protection	0.59
Division 8	Doors and Windows	0.05
Division 9	Finishes	0.14
Division 10	Specialties	0.01
Division 11	Equipment	6.93
Division 13	Special Construction	2.37
Division 14	Conveyance Equipment	0.14
Division 15	Mechanical	9.02
Division 16	Electrical	10.62
PERCENT OF THE LUMP SUM PRICE		100.0

Once the contract is signed, the Progress Payment Price Breakdown, also known as the Schedule of Values (SOV), becomes a contractual payment device. Within one (1) week of signing the contract, the Contractor may petition the Engineer to adjust the SOV based upon the subcontract amounts assigned to each line item in the SOV. The Contractor's self performance costs and mobilization cannot be adjusted. Only those line items with a total subcontract cost greater than 10% of the original SOV can be adjusted with offsetting adjustments in other lines. The Engineer must find significant deviations to grant a petition for readjustment of the SOV. For administrative purposes, Negotiated Price Cost Proposal B, Allowance Item Cost Proposals C through E, and Unit Price Items Cost Proposals F through H, are not included in the breakdown above. The Contractor shall include these as separate line items in the Schedule of Values.

Mobilization

The Engineer has further determined that for purposes of progress payment, mobilization shall constitute **100** percent of the calculated value for Division 1. Since the total value of Item 1 has been determined to be **5.47** percent of the Lump Sum Price for this Contract, the value of mobilization shall be 5.47 percent of the Lump Sum Price.

Note that Division 1 of the Progress Payment Breakdown provides for payments to be made for mobilization. For purposes of this Contract, "mobilization" shall be considered to be complete when the following tasks have been completed in their entirety:

- a. Submittal of Insurance and approval thereof by the Engineer.
- b. Placement in service, at the job site, of operating field office with all necessary utilities.
- c. Assignment and approval of a Technical Engineer and a Safety Representative for the project.
- d. Submittal and acceptance of an acceptable Work Schedule.
- e. Submittal and approval of a detailed cost breakdown for Lump Sum Items.
- f. Attendance of District provided e-Builder training session, in accordance with Specification Section 01325.
- g. Submittal and approval of a written plan for total plant evacuation in accordance with Specification Section 01405.
- h. Submittal of a copy of an executed sub-contract with ABB.
- i. Submittal of a copy of an executed sub-contract with Xylem.
- j. Submittal of a copy of an executed sub-contract with DBS.
- k. Submittal and acceptance of a document listing all iron, steel, manufactured products, and construction materials required by the contract and subject to the Build America, Buy America (BABA) requirements for the purpose of tracking the material certifications required in Appendix I.
- l. Submittal and approval of shop drawings for the Knife Gate Valves in accordance with specification 15114.
- m. Submittal and approval of shop drawings for the Medium Voltage Transformers in accordance with specification 16270.
- n. Submittal and approval of shop drawings for the Medium Voltage Load Switch in accordance with specification 16360
- o. Submittal and acceptance of a Submittal Schedule for the entire project. The Contractor is advised that equipment specified in the following sections is considered complex, and as such, the Engineer anticipates greater than normal review time for these submittals. The Contractor

should take this into account in the preparation of both his Submittal Schedule and Work Plan.

Section 11314	Section 15114
Section 11340	Section 16990
Section 11341	Section 16270
Section 11377	Section 16441
Section 11901	Section 16472
Section 13300	Section 16483
Section 15111	Section 16360

Note that **NO** progress payments will be made until **all** requirements for mobilization have been completed.

Bid Deposit Requirements

In accordance with the requirements set forth in the attached "Bidding Requirements," there is deposited herewith the sum of **Three Million Seven Hundred Thirty-Seven Thousand Five Hundred Fifty-Seven (\$3,737,557.00)** which under the terms mentioned entitles the Bidder to submit a Proposal on said work, the said sum to be returned to Bidder upon the faithful performance of all the conditions set forth in the Bidding Requirements.

It is understood that in the event the Bidder is awarded a contract for the work herein mentioned, and shall fail or refuse to execute the same and furnish the specified bond within thirteen (13) calendar days after receiving notice of the award of said contract, then the sum of **Three Million Seven Hundred Thirty-Seven Thousand Five Hundred Fifty-Seven (\$3,737,557.00)** deposited herewith, shall be retained by the District as liquidated damages and not as a penalty, it being understood that said sum is a fair measure of the amount of damages the District will sustain in such event.

Multi-Project Labor Agreement

Prior to award of the Contract, the lowest responsible Bidder **MUST** demonstrate compliance with the MWRDGC Multi-Project Labor Agreement by submitting to the Director of Procurement and Materials Management a signed Certification of Compliance with the Multi-Project Labor Agreement. That Agreement provides that the lowest responsible Bidder and its subcontractors of whatsoever tier level must have or agree to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building and Construction Trades Council or their affiliates. The Bidder, if awarded the contract, is prepared to comply with the terms and conditions of that agreement during the life of the contract. An executed Certification of Compliance may be submitted with the Bidder's proposal. If not submitted with the proposal, the Certification of Compliance must be submitted prior to award of the Contract.

Illinois Prevailing Wage Act

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). 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 Illinois Department of Labor (the “Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates, and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. 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. Note that submittal of certified payroll records when requested by the District’s Affirmative Action Administrator in accordance with Section 14(b) of the District’s Affirmative Action Ordinance does not relieve a contractor of its obligation to submit certified payroll records to the Department pursuant to the Act.

Affirmative Action and VBE Language:

Each Bidder must submit with their proposals a signed and completed MBE/WBE Utilization Plan which lists each business intended to be used as a MBE and WBE on pages UP-2 and UP-3 and supplemental pages as necessary. The Bidder must sign the Signature Section page on UP-4. Failure to submit a signed MBE/WBE Utilization Plan will result in a bid being deemed non-responsive and the bid will be rejected. Also, if a Waiver is sought, the Bidder is required to sign pages UP-4 and UP-5, which is the Waiver Request Form; failure to do so will be viewed as non-responsive and the bid will be rejected.

Each Bidder must submit with their bid package an original or facsimile copy of the MBE/WBE Subcontractor’s Letter of Intent, page UP-6 for each subcontractor listed on their MBE/WBE Utilization Plan. The submitted MBE/WBE Subcontractor’s Letter of Intent must be completed and signed by the subcontractor and accompanied with a copy of the subcontractor’s current Letter of Certification from a state, local government or agency or documentation demonstrating that the subcontractor is a MBE or WBE within the meaning of the Affirmative Action Ordinance, Revised Appendix D. Failure to submit the MBE/WBE Utilization Plan signed by the Bidder at the time of the bid opening and the MBE/WBE Subcontractor’s Letter of Intent signed by each MBE and WBE will be viewed as non- responsive and the bid will be rejected.

If the Bidder exceeds the allowable Supplier Utilization amount which is stated in the bid documents, the bid will be viewed as non-responsive. Therefore, the Bidder may not exceed the use of a MBE or WBE supplier for more than 50% of each respective MBE or WBE, goal, unless the Administrator has authorized a Supplier’s Exception notated on page AU-I.

Each Bidder must submit with their proposals a completed VBE Commitment Form which lists each business intended to be used as a VBE. The Bidder must make a “Good Faith Effort” to identify eligible Veteran Owned-Businesses by completing the VBE Commitment Form. If the Bidder is unable to identify qualified VBE subcontractors capable of providing goods or services required by the contract, the Bidder must write “no participation” on the VBE Commitment Form. Where a Bidder has failed to meet the VBE participation goal, the Administrator shall require the Contractor to submit a Veteran’s Business Enterprise Good Faith Efforts Documentation Request Form and provide additional documentation of its good faith efforts in attempting to fulfill the VBE goal.

The Contractor must use the District's online compliance monitoring system administered by the Diversity Section for payment and reporting purposes, in order to fulfill the Affirmative Action Program requirements.

The MBE/WBE Utilization Plan MUST be signed by the bidder, even if the bidder requests a waiver and/or offers itself to meet any of the Affirmative Action Ordinance Revised Appendix D goals. If the bidder offers itself to satisfy any of the Affirmative Action Ordinance Revised Appendix D goals, then its name shall be shown in the appropriate space(s) on the MBE/WBE Utilization Plan.

Where a Bidder is a business owned and controlled by a minority woman (M/WBE), or where the Bidder utilizes an M/WBE in a joint venture or as a subcontractor, the Bidder may count the M/WBE participation toward the achievement of either its MBE or WBE goal, but not both.

Each Bidder's Utilization Plan must commit to MBE and/or WBE participation equal to or greater than the associated goals unless the Bidder indicates a partial or total waiver request on page UP5. If a waiver from Appendix D requirements is sought, the Bidder will be required to provide documentation of "Good Faith Efforts" to meet the Appendix D utilization goals, as defined in Section 15(e) of the Affirmative Action Ordinance Revised Appendix D. Subsequent to the bid opening, and if it is determined by the Diversity Administrator that a Contractor's Information Form is required from the apparent low Bidder, the Bidder must complete and submit the form with (3) calendar days of receiving the written request.

The work under this Contract is classified as "General and Heavy Construction" for the MBE, WBE and VBE utilization goals contained in the Affirmative Action Ordinance Revised Appendix D and Appendix V. The associated goals are 20% Minority-owned Business Enterprises (MBE), 10% Women-owned Business Enterprises (WBE), and 3% Veteran-owned Business Enterprises (VBE). Should you have any questions, please contact the Diversity Office at 312-751-4035.

Illinois Environmental Protection Agency Loan Funding

A State of Illinois Environmental Protection Agency loan agreement is anticipated for this project. This contract is subject to regulations contained in the Procedures for issuing Loans from the Water Pollution Control Loan Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), Illinois Works Jobs Program Act (30 ILCS 559/20-1), and the federal "Build America, Buy America Act" requirements contained in the Infrastructure and Investment and Jobs Act, Pub. L. No. 117-58. Federal regulations regarding labor standards, the Copeland Anti-Kickback Act, equal employment opportunity and access to work shall also be in effect. These regulations appear in Appendices B and I in the Contract Documents and form a part thereof. The undersigned must execute Grant Forms Nos. 1, 2, 3, 4, 5, and 6 in the appropriate place in Appendix B as part of this proposal. **Any proposal submitted without being accompanied by the executed Grant Forms Nos. 1, 2, 3, 4, 5, and 6 will be rejected as non-responsive.** The Bidder shall specifically take note of Section 7, "Certification," of Appendix I regarding non-collusion requirements, and shall comply with same.

Any contract or contracts awarded under this proposal are expected to be funded in part by a loan from the Illinois Water Pollution Control Revolving Fund. Neither the State of Illinois nor any of its departments, agencies or employees is or will be party to this proposal or any resulting contract.

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

The Contractor shall comply with the federal Build America, Buy America Act (BABA) which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 and specifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

Execution of Proposal

If the Bidder is a corporation, the president and secretary shall execute the proposal. The corporate seal shall be affixed to the proposal signature page. In the event the proposal is executed by someone other than the president and secretary, a certified copy of that section of the corporate by-laws or other authorization by the corporation which permits the person to execute the offer for the corporation shall be attached to the proposal. If a corporate resolution is submitted, the resolution shall be signed by the president, attested to by the secretary, and the corporate seal shall be affixed hereto.

If the Bidder is a partnership, all partners shall execute the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority must be submitted to the satisfaction of the Director of Procurement and Materials Management.

If the Bidder is a sole proprietor, the Bidder shall sign the proposal.

If the Bidder is a joint venture, then the joint venture agreement identifying the entities which are party to the joint venture must be included with the bid. The agreement must identify the party that shall serve as the single point of contact and take full contractual responsibility for the obligation of the joint venture. The single point of contact shall execute the proposal.

Eligibility to Transact Business in Illinois

The same named corporation, partnership, sole proprietorship, or joint venture must be used on all documents throughout the bid, on the bond if required, and on the Contract documents. Failure to do so will make the bid non-responsive.

The Bidder must be, and remain, registered to do business in the State of Illinois. If the Bidder is a joint venture, each corporation that is party to the joint venture must individually be registered to do business in the State of Illinois. The registration of all corporations must be, and remain, in good standing. The District will confirm the status of corporations on the Illinois Secretary of State's official website at www.ilsos.gov.

A foreign L.L.C. must register with the Illinois Secretary of State's office pursuant to requirements of the Limited Liability Company Act, 805 ILCS 180. If the L.L.C. fails to so register, the Bidder may be deemed non-responsive by the Director of Procurement and Materials Management and the bid may be rejected. Additionally, any foreign corporation must comply with Illinois law 805 ILCS 5/13.05 which provides "a foreign corporation organized for profit, before it transacts business in this State, shall procure authority so to do from the Secretary of State."

If the Bidder is a Partnership, Joint Venture, or Sole Proprietor operating under an Assumed Name, it must be, and remain, registered with the County Clerk of the Illinois County in which it conducts or transacts business, as provided in 805 ILCS 405/0.01 et. seq.

Pursuant to Illinois Statute 70 ILCS 2605/11.15, no person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of Title 8 of the United States Code or an individual who is otherwise legally authorized to work in the United States.

Contract Cost Adjustments

The District is a functional government agency that operates treatment plants and sewer collection systems. As such, operational considerations will take priority over construction operations and the Contractor should be aware that the work may be subject to disruptions and the Contract time may be extended. The District will not pay for extended overhead or administrative costs for time extensions granted to the Contract. The sole compensation for delay is additional Contract time.

The bid price of the successful Bidder is a firm fixed price, and will not be adjusted during the life of the Contract, except for changes in scope of work approved under Article 7 of the General Conditions, unanticipated adjustments to any mandatory costs specifically required in the Contract, by law or unless specified elsewhere in this Contract Document. The District will not pay for escalation costs of materials and equipment which may occur during the life of the Contract.

The District makes no guarantees as to the timeliness of award. The award of the Contract is solely at the discretion of the Board of Commissioners. The Contractor/Bidder acknowledges that there are no claims for delay or escalation costs for the time it takes to award the Contract.

Bidders are advised to account for all of the factors outlined above when determining their bid prices.

P-10
(VENDOR MUST UPLOAD INTO EUNA PORTAL)

The Bidder hereby accepts the invitation of the Metropolitan Water Reclamation District of Greater Chicago to submit this Proposal with the understanding that it will not be canceled or withdrawn. **The bidder agrees that the proposal was bid in its entirety. The Bidder is required to state the legal name of their firm below and fill out the remaining information. Do not use abbreviated versions to state the firm's name.** If the firm is a Corporation or LLC, the firm must be in good standing and authorized to transact business in the State of Illinois through the Secretary of State Office. Failure to do so may be cause to declare the bid non-responsive.

Dated this _____ day of _____, A.D., 2025.

LEGAL NAME OF FIRM _____

SIGNATURE OF AUTHORIZED OFFICER _____
(signature here, on above line)

PRINT NAME OF OFFICER _____

TITLE OF OFFICER _____

ADDRESS _____

TELEPHONE _____ EMAIL _____

FEDERAL TAX IDENTIFICATION NUMBER _____

ATTEST:

(Signature of Secretary) (Seal)

(Print Name)

ALL SIGNATURES SHALL BE IN WRITING AND NO PROPOSAL SHALL BE CONSIDERED UNLESS SO SIGNED.

Bidders shall acknowledge receipt of any addenda to this Proposal by identifying the addenda numbers in the space provided below. NOTE: By identifying the addenda numbers, the Bidder acknowledges that they have taken into consideration all revisions of each addendum when preparing and submitting the Proposal. Bidding documents are available online, and any addenda issued for this contract will only be available online at the District's website, www.mwrd.org. The path is as follows: Doing Business → Procurement and Material Management → Contract Announcements. Addenda will also be emailed/faxed to each person receiving a set of the contract documents.

Addendum No. (s) _____

THE AFFIDAVIT ON THE FOLLOWING PAGE MUST BE FILLED OUT, SIGNED BY THE BIDDER, AND PROPERLY NOTARIZED WHERE INDICATED.

(VENDOR MUST UPLOAD INTO EUNA PORTAL)

JUNE 2025

AF-1
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
AFFIDAVIT

N.B. THE FOLLOWING AFFIDAVIT MUST BE EXECUTED.

State of _____ }

County of _____ }

_____, being duly sworn says that he is

1) Sole Proprietor of _____ ;

2) A member of the Partnership d/b/a _____ ;

3) An officer of _____
a corporation or LLC: hereinafter called "Bidder" and that said Bidder has done work for the following parties of the kind and approximate amount shown (attach additional pages if needed):

Year	Party	Kind of Work	Total Amount

and the said Bidder owns or has available the material, plant, and equipment necessary to satisfactorily perform the work as specified.

He further says that said Bidder is the bidder named in the attached proposal and that the signature of the person on the proposal signature page is the signature of a person who is authorized to sign the proposal. That such proposal is genuine and that said Bidder has not, directly or indirectly, conspired, combined, confederated, or agreed with any other person, officers, agents, or committee of any association, organization, or corporation, to prevent free competition in the letting of the contract for the work covered by the aforesaid proposal, or to fix the bid price or any item or factor thereof, or to induce any person not to enter into such competition, or to do any illegal act injurious to the public trade.

That the Bidder or anyone acting for said Bidder has not colluded or had any secret understanding to defraud the Metropolitan Water Reclamation District of Greater Chicago, whereby it will sustain a loss.

That said Bidder has not entered into any agreement or combination, the purpose of which is to create a monopoly or to establish a boycott or blacklist, and that said Bidder has not, directly or indirectly, submitted said proposal, or the contents thereof, or divulged information or data relative thereof, to any organization, association or corporation, or to any officer, agent, or committee thereof.

That the Bidder, its agents, officers, employees, members of its board of directors and persons owning or controlling 20 percent or more of the bidder's outstanding shares, have not, in the five years prior to bidding, been convicted, made an admission of guilt or entered a plea of nolo contendere to any of the following acts: committing or attempting to commit bribery, bid-rigging, price fixing, or defrauding a unit of government. Bidder certifies that he is not barred from contracting with any unit of State or local government as a result of violation of 720 ILCS 5/33E-3 or E-4, which pertains to bid rigging and bid rotating.

The Bidder must comply with the District's Ethic Ordinance O22-004, as amended April 7, 2022, and as may be amended in the future.

The Bidder verifies that no changes or modifications have been made to the information contained within any Post Qualification Data (PQD) submitted by the Bidder to the District within the prior six months and further that the District may rely on the information contained therein as a part of its bid evaluation. If changes or modifications have been made, the apparent successful Bidder will notify the Director of Procurement and Materials Management, in writing, of such changes within ten (10) days of the bid opening.

The Bidder represents that in the event the Contract is awarded to Bidder, he will undertake an affirmative action program to eliminate discrimination in employment because of race, creed, color, sex or national origin and will seek to actively recruit members or minority groups in the performance of the contract.

Signature of Bidder

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY
OF _____ A.D., 20 _____

Notary Public

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AGREEMENT

WITH

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR
BATTERY E ACTIVATED SLUDGE FACILITY
O'BRIEN WATER RECLAMATION PLANT
COOK COUNTY, ILLINOIS
CONTRACT 21-092-3P

This Agreement made and entered into this ____ day of _____ A.D.,
20__, by and between the Metropolitan Water Reclamation District of Greater Chicago, a
municipal corporation organized and existing under and by virtue of the laws of the State of
Illinois, hereinafter designated the District, and _____

_____ hereinafter designated the Contractor.

WITNESSETH: That the said Contractor has covenanted, contracted and agreed and by these presents does covenant, contract and agree with the said District, for and in consideration of the payments made as provided for herein, to the Contractor by the said District, and under the penalty expressed in the bond hereto attached, at the proper costs and expense to do all the work and furnish all materials, tools, plant, equipment, labor and all appliances and appurtenances called for by this Agreement (free from all claims, liens and charges whatsoever against monies due or to become due to the Contractor), in the manner and under the conditions hereinafter specified, that are necessary for the construction of or work required as specified in the contract documents, BATTERY E ACTIVATED SLUDGE FACILITY, O'BRIEN WATER RECLAMATION PLANT, CONTRACT 21-092-3P

LOCATION

The site of the proposed work is at the O'Brien Water Reclamation Plant, which is located at 3500 West Howard Street, Village of Skokie, County of Cook, State of Illinois.

DESCRIPTION OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor and equipment required for the following work and all work as shown on the Plans and specified herein:

1. Construction of the 8'-0" x 8'-0" cast in place concrete Battery E Influent Conduit, extending from the north side of the existing Meter Building to the new Battery E Mixing Chamber, and including a new motorized knife gate valve and magnetic flow meter
2. Relocation of the existing 8'-0" x 8'-0" cast in place concrete Battery D Influent Conduit.

A-2

3. Relocation of the existing 10" WAS piping from the Battery D Operating Gallery.
4. Construction of the 8'-0" x 8'-0" cast in place concrete Battery E Utility Tunnel, extending from the north side of the existing Meter Building to the new Battery E Operating Gallery.
5. Construction of the cast in place concrete Mixing Chamber including a concrete baffle wall, a concrete chimney inlet, and all associated equipment.
6. Construction of the cast in place concrete 3-pass Fermenter Tank, including fourteen (14) mechanical mixers and all associated equipment.
7. Construction of the cast in place concrete 1-pass Anoxic Pass, including six (6) mechanical mixers and all associated equipment.
8. Construction of the cast in place concrete Influent Channel, including four (4) mechanical mixers, six (6) motorized slide gates, stop logs, and all associated equipment.
9. Construction of six (6) cast in place concrete 2-pass Aeration Tanks, with each tank including two (2) mechanical mixers, one (1) FRP baffle wall, one (1) IMLR pump, fine bubble membrane disc air diffuser system, aeration supply piping, and all associated equipment.
10. Construction of the cast in place concrete Return Activated Sludge (RAS) conduit including one (1) underground 63-inch DR26 diameter RAS HDPE pipe from the RAS conduit to the Mixing Chamber, two (2) motorized knife gate valves, one (1) 60-inch magnetic flow meter, and associated equipment.
11. Construction of the cast in place concrete Mixed Liquor Channel including stop logs, eight (8) motorized slide gates, coarse bubble diffusers, and all associated equipment and piping.
12. Construction of the Battery E Operating Gallery Building which includes sixteen (16) RAS airlift pumps, three (3) Fermenter RAS centrifugal pumps and associated piping, two (2) WAS centrifugal pumps and associated piping, aeration supply piping, and other support facilities and equipment. The building consists of cast in place concrete foundation, masonry superstructure, and metal deck roof supported on steel beams.
13. Construction of eight (8) cast in place 112-ft inside diameter circular Final Settling Tanks, with each tank including sludge collection rake arms and drive mechanism, automatic flushing scum removal equipment, perimeter effluent weirs, FRP launder covers, and associate conduits and piping for influent, effluent, sludge withdrawal, and scum removal.
14. Construction of the 8'-0" x 8'-0" cast in place concrete Battery E Effluent Conduit running from the Battery E Final Settling Tanks to the existing plant effluent conduit at the northeast of Battery D.
15. Relocation of the existing effluent pipes for FST's C-17 and C-18.

16. Installation of the above ground steel 48-inch diameter air main which will be extended from the existing 48-inch diameter air main between Batteries C and D to both the new Battery E Operating Gallery and to the existing 48-inch diameter air main in existing Battery D Operating Gallery.
17. Installation of the 36-inch diameter ductile iron process drain which will be extended from the Battery E Operating Gallery to the existing process drain manhole south of the Process Control Building.
18. Construction of the cast in place concrete Post-Aeration Tank, including six (6) motorized slide gates, fine bubble ceramic plate air diffuser system, aeration supply piping, and all associated equipment.
19. Installation of other ancillary infrastructure, including the following:
 - a. Yard piping/utilities, site pavements, screening wall, site grading, and all other Civil work required for the new facilities.
 - b. Structural, Architectural, HVAC, and Plumbing work required for the new facilities.
 - c. Electrical and Instrumentation & Control work required to power and control all new Battery E equipment from the existing Process Control Building.

All other work as shown on the plans and as specified herein.

CONTRACT DOCUMENTS

The Contract Documents consist of the following:

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<u>TITLE</u>	<u>DATED</u>	<u>PAGES</u>
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BIDDING REQUIREMENTS AND INSTRUCTIONS TO BIDDERS	09/25	R-1 to R-6
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337	M-202	UTILITY TUNNEL ENLARGED PLAN
338	M-203	UTILITY TUNNEL ENLARGED PLAN
339	M-204	UTILITY TUNNEL ENLARGED PLAN
340	M-205	UTILITY TUNNEL ENLARGED PLAN
341	M-401	LOWER AND UPPER OPERATING GALLERY OVERALL PLANS
342	M-402	OVERALL ROOF PLAN
343	M-403	SECTIONS
344	M-404	LOWER OPERATING GALLERY ENLARGED PLANS
345	M-405	UPPER OPERATING GALLERY ENLARGED PLANS
346	M-406	ROOF ENLARGED PLANS
347	PB-001	PLUMBING NOTES
348	PB-002	PLUMBING DETAILS
349	PB-003	PLUMBING SCHEDULES AND SECTIONS
350	PB-004	PLUMBING RISERS
351	PB-005	PLUMBING RISERS
352	PB-006	PLUMBING RISERS
353	PB-201	OVERALL PLAN
354	PB-202	ENLARGED PLAN
355	PB-203	ENLARGED PLAN
356	PB-204	ENLARGED PLAN
357	PB-205	ENLARGED PLAN
358	PB-401	LOWER AND UPPER OPERATING GALLERY OVERALL PLANS
359	PB-402	OVERALL ROOF PLAN
360	PB-403	UNDERGROUND ENLARGED PLANS
361	PB-404	LOWER OPERATING GALLERY ENLARGED PLANS
362	PB-405	UPPER OPERATING GALLERY ENLARGED PLANS
363	PB-406	ROOF ENLARGED PLANS
364	E-001	STANDARD ELECTRICAL DETAILS SHEET A
365	E-002	STANDARD ELECTRICAL DETAILS SHEET B
366	E-003	STANDARD ELECTRICAL DETAILS SHEET C
367	E-004	STANDARD DETAILS 1 OF 2
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369	E-006	GENERAL PCB BATTERY E SINGLE LINE DIAGRAMS
370	E-007	MDP BATTERY E SINGLE LINE DIAGRAMS
371	E-008	E-DP-E1 & E-DP-E2 BATTERY E SINGLE LINE DIAGRAMS
372	E-009	E-DP-E3 & E-DP-E4 BATTERY E SINGLE LINE DIAGRAMS

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373	E-010	E-DP-E5 & E-DP-E6	BATTERY E SINGLE LINE DIAGRAMS
374	E-011	E-DP-E7 & E-DP-E8	BATTERY E SINGLE LINE DIAGRAMS
375	E-012	E-DP-E9	BATTERY E SINGLE LINE DIAGRAMS
376	E-013	PANELBOARD SCHEDULES 1 OF 3	
377	E-014	PANELBOARD SCHEDULES 2 OF 3	
378	E-015	PANELBOARD SCHEDULES 3 OF 3	
379	E-016	LIGHTING FIXTURE SCHEDULES & TELEPHONE SYSTEM RISER DIAGRAM	
380	E-017	CONDUIT AND CABLE SCHEDULE 1 OF 25	
381	E-018	CONDUIT AND CABLE SCHEDULE 2 OF 25	
382	E-019	CONDUIT AND CABLE SCHEDULE 3 OF 25	
383	E-020	CONDUIT AND CABLE SCHEDULE 4 OF 25	
384	E-020A	CONDUIT AND CABLE SCHEDULE 5 OF 25	
385	E-020B	CONDUIT AND CABLE SCHEDULE 6 OF 25	
386	E-020C	CONDUIT AND CABLE SCHEDULE 7 OF 25	
387	E-020D	CONDUIT AND CABLE SCHEDULE 8 OF 25	
388	E-020E	CONDUIT AND CABLE SCHEDULE 9 OF 25	
389	E-021	CONDUIT AND CABLE SCHEDULE 10 OF 25	
390	E-022	CONDUIT AND CABLE SCHEDULE 11 OF 25	
391	E-023	CONDUIT AND CABLE SCHEDULE 12 OF 25	
392	E-024	CONDUIT AND CABLE SCHEDULE 13 OF 25	
393	E-025	CONDUIT AND CABLE SCHEDULE 14 OF 25	
394	E-025A	CONDUIT AND CABLE SCHEDULE 15 OF 25	
395	E-025B	CONDUIT AND CABLE SCHEDULE 16 OF 25	
396	E-025C	CONDUIT AND CABLE SCHEDULE 17 OF 25	
397	E-025D	CONDUIT AND CABLE SCHEDULE 18 OF 25	
398	E-025E	CONDUIT AND CABLE SCHEDULE 19 OF 25	
399	E-025F	CONDUIT AND CABLE SCHEDULE 20 OF 25	
400	E-025G	CONDUIT AND CABLE SCHEDULE 21 OF 25	
401	E-025H	CONDUIT AND CABLE SCHEDULE 22 OF 25	
402	E-025I	CONDUIT AND CABLE SCHEDULE 23 OF 25	
403	E-025J	CONDUIT AND CABLE SCHEDULE 24 OF 25	
404	E-025K	CONDUIT AND CABLE SCHEDULE 25 OF 25	
405	E-026	ADAPTIVE SPEED MIXER SCHEMATIC	
406	E-027	CONSTANT SPEED MIXER SCHEMATIC	
407	E-028	IMLR PUMP SCHEMATIC	
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409	E-030	TYPICAL ACTUATORS SCHEMATICS	
410	E-031	FERMENTER RAS/WAS PUMP SCHEMATIC	
411	E-032	METER BUILDING ACP SCHEMATIC	
412	E-033	FST TORQUE GALLERY ALARM PANEL SCHEMATIC	
413	E-034	ELECTRICAL SITE DEMOLITION PLAN	
414	E-035	ELECTRICAL SITE PLAN	
415	E-036	ELECTRICAL GROUNDING & LIGHTNING PROTECTION PLAN	
416	E-037	LOW VOLTAGE SWITCHGEAR CONTROL SCHEMATIC	

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417	E-038	DUAL SUMP PUMP SCHEMATIC
418	E-039	ODOR CONTROL SYSTEM SCHEMATIC
419	E-101	CONDUIT TO UTILITY TUNNEL - PLAN
420	E-102	CONDUIT TO UTILITY TUNNEL - PHOTOS
421	E-103	PROCESS CONTROL BUILDING - POWER PLAN - NEW AND REMOVAL WORK
422	E-201	ELECTRICAL - UTILITY TUNNEL OVERALL PLAN
423	E-202	ELECTRICAL - UTILITY TUNNEL AREA 1 - 480V POWER PLAN
424	E-203	ELECTRICAL - UTILITY TUNNEL AREA 2 - 480V POWER PLAN
425	E-204	ELECTRICAL - UTILITY TUNNEL AREA 3 - 480V POWER PLAN
426	E-205	ELECTRICAL - UTILITY TUNNEL AREA 4 - 480V POWER PLAN
427	E-206	ELECTRICAL - UTILITY TUNNEL AREA 1 - 120V POWER & CONTROLS PLAN
428	E-207	ELECTRICAL - UTILITY TUNNEL AREA 2 - 120V POWER & CONTROLS PLAN
429	E-208	ELECTRICAL - UTILITY TUNNEL AREA 3 - 120V POWER & CONTROLS PLAN
430	E-209	ELECTRICAL - UTILITY TUNNEL AREA 4 - 120V POWER & CONTROLS PLAN
431	E-210	ELECTRICAL - UTILITY TUNNEL AREA 1 - LIGHTING & RECEPTACLES PLAN
432	E-211	ELECTRICAL - UTILITY TUNNEL AREA 2 - LIGHTING & RECEPTACLES PLAN
433	E-212	ELECTRICAL - UTILITY TUNNEL AREA 3 - LIGHTING & RECEPTACLES PLAN
434	E-213	ELECTRICAL - UTILITY TUNNEL AREA 4 - LIGHTING & RECEPTACLES PLAN
435	E-301	ELECTRICAL - AERATION TANKS OVERALL PLAN
436	E-302	FERMENTER TANKS AND ANOXIC PASS - 480V POWER PLAN
437	E-303	AERATION TANKS NO 1 & 2 - 480V POWER PLAN
438	E-304	AERATION TANKS NO 3 & 4 - 480V POWER PLAN
439	E-305	AERATION TANKS NO 5 & 6 - 480V POWER PLAN
440	E-306	FERMENTER TANKS AND ANOXIC PASS - 120V POWER & CONTROLS PLAN
441	E-307	AERATION TANKS NO 1 & 2 - 120V POWER & CONTROLS PLAN
442	E-308	AERATION TANKS NO 3 & 4 - 120V POWER & CONTROLS PLAN
443	E-309	AERATION TANKS NO 5 & 6 - 120V POWER & CONTROLS PLAN
444	E-401	OVERALL BASEMENT AND TOP PLAN - ELECTRICAL
445	E-402	OVERALL ROOF PLAN - ELECTRICAL
446	E-403	BASEMENT LEVEL AREA 1 - 480V POWER PLAN
447	E-404	BASEMENT LEVEL AREA 2 - 480V POWER PLAN
448	E-405	BASEMENT LEVEL AREA 3 - 480V POWER PLAN
449	E-406	BASEMENT LEVEL AREA 4 - 480V POWER PLAN
450	E-407	BASEMENT LEVEL AREA 1 - 120V POWER & CONTROLS PLAN
451	E-408	BASEMENT LEVEL AREA 2 - 120V POWER & CONTROLS PLAN
453	E-410	BASEMENT LEVEL AREA 4 - 120V POWER & CONTROLS PLAN
454	E-411	BASEMENT LEVEL - LIGHTING & RECEPTACLES PLAN

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455	E-412	TOP LEVEL AREA 1 - 480V POWER PLAN
456	E-413	TOP LEVEL AREA 2 - 480V POWER PLAN
457	E-414	TOP LEVEL AREA 3 - 480V POWER PLAN
458	E-415	TOP LEVEL AREA 4 - 480V POWER PLAN
459	E-416	TOP LEVEL AREA 1 - 120V POWER & CONTROLS PLAN
460	E-417	TOP LEVEL AREA 2 - 120V POWER & CONTROLS PLAN
461	E-418	TOP LEVEL AREA 3 - 120V POWER & CONTROLS PLAN
462	E-419	TOP LEVEL AREA 4 - 120V POWER & CONTROLS PLAN
463	E-420	TOP LEVEL - LIGHTING & RECEPTACLES PLAN
464	E-421	ROOF PLAN - 480V POWER PLAN
465	E-422	ROOF PLAN - 120V POWER & CONTROLS PLAN
466	E-423	ROOF PLAN - LIGHTING & RECEPTACLES PLAN
467	E-501	FINAL SETTLING TANKS - GENERAL LAYOUT
468	E-502	FINAL SETTLING TANKS 1-4 - 480V POWER PLAN
469	E-503	FINAL SETTLING TANKS 1-4 - 120V POWER & CONTROLS PLAN
470	E-504	FINAL SETTLING TANKS 1-4 - LIGHTING & RECEPTACLES PLAN
471	E-505	FINAL SETTLING TANKS 5-8 - 480V POWER PLAN
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473	E-507	FINAL SETTLING TANKS 5-8 - LIGHTING & RECEPTACLES PLAN
474	E-601	POST AERATION TANK - 480V POWER PLAN
475	E-602	POST AERATION TANK - 120V POWER & CONTROLS PLAN
476	IC-001	INSTRUMENTATION AND CONTROL SYSTEM LEGEND
477	IC-002	DISTRIBUTED CONTROL SYSTEM (DCS) ARCHITECTURE DIAGRAM
478	IC-003	INSTRUMENT INSTALLATION DETAILS - 1
479	IC-004	INSTRUMENT INSTALLATION DETAILS - 2
480	IC-005	MISCELLANEOUS EQUIPMENT PROCESS AND INSTRUMENTATION DIAGRAMS 1
481	IC-006	MISCELLANEOUS EQUIPMENT PROCESS AND INSTRUMENTATION DIAGRAMS 2
482	IC-101	AERATION TANK INFLUENT FLOW CONTROL PROCESS AND INSTRUMENTATION DIAGRAM
483	IC-301	FERMENTER TANK PROCESS AND INSTRUMENTATION DIAGRAM
484	IC-302	INFLUENT CHANNEL PROCESS AND INSTRUMENTATION DIAGRAM
485	IC-303	AERATION TANK 1 PROCESS AND INSTRUMENTATION DIAGRAM
486	IC-304	AERATION TANK 2 PROCESS AND INSTRUMENTATION DIAGRAM
487	IC-305	AERATION TANK 3 PROCESS AND INSTRUMENTATION DIAGRAM
488	IC-306	AERATION TANK 4 PROCESS AND INSTRUMENTATION DIAGRAM

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489	IC-307	AERATION TANK 5 PROCESS AND INSTRUMENTATION DIAGRAM
490	IC-308	AERATION TANK 6 PROCESS AND INSTRUMENTATION DIAGRAM
491	IC-401	FERMENTER RAS PUMPING PROCESS AND INSTRUMENTATION DIAGRAM
492	IC-402	WAS PUMPING PROCESS AND INSTRUMENTATION DIAGRAM
493	IC-501	FINAL SETTLING TANK 1 PROCESS AND INSTRUMENTATION DIAGRAM
494	IC-502	FINAL SETTLING TANK 2 PROCESS AND INSTRUMENTATION DIAGRAM
495	IC-503	FINAL SETTLING TANK 3 PROCESS AND INSTRUMENTATION DIAGRAM
496	IC-504	FINAL SETTLING TANK 4 PROCESS AND INSTRUMENTATION DIAGRAM
497	IC-505	FINAL SETTLING TANK 5 PROCESS AND INSTRUMENTATION DIAGRAM
498	IC-506	FINAL SETTLING TANK 6 PROCESS AND INSTRUMENTATION DIAGRAM
499	IC-507	FINAL SETTLING TANK 7 PROCESS AND INSTRUMENTATION DIAGRAM
500	IC-508	FINAL SETTLING TANK 8 PROCESS AND INSTRUMENTATION DIAGRAM
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REFERENCE DRAWINGS

R-1	11P-28	BATTERY C NEW FINAL TANKS - PLAN
R-2	11P-29	BATTERY C NEW FINAL TANKS - SECTIONS
R-3	K2	LOCATION PLAN
R-4	K12	MAIN DRAIN PROFILE
R-5	K16	MANHOLES AND WOODWORK
R-6	M-8A	SLUDGE CONCENTRATION BUILDING REPLACEMENT WORK - AIR PIPING
R-7	M-11A	PROCESS CONTROL BUILDING - NEW WORK - WASTE ACTIVATED SLUDGE PUMPS
R-8	P-21	ADDITIONAL CONCENTRATION TANK NORTH SIDE WATER RECLAMATION PLANT
R-9	P-2 1A	IRRIGATION SYSTEM
R-10	G2	GENERAL PLAN
R-11	G-5	MAIN BUILDING WEST WING PUMP PIT PLAN
R-12	C-3	SOIL BORING LOG
R-13	C-7	GENERAL PLAN
R-14	C-9	GENERAL PLAN AND DETAILS
R-15	C-10	MISCELLANEOUS DETAILS AT OPERATING GALLERIES
R-16	P-2	INFLUENT CONDUIT & WASTE SLUDGE LINE GENERAL PLAN PROFILE & SECTIONS

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R-17	P-2	TOPOGRAPHY AND GRADING
R-18	P-4	GENERAL PLAN
R-19	P-10	MIXING CHANNEL
R-20	P-11	OPERATING GALLERY
R-21	P-12	OPERATING GALLERY REMOVAL WORK
R-22	P-13	MAIN BUILDING - NEW WORK PLAN AND SECTION
R-23	IPF-14	PROCESS FLOW DIAGRAM METERING BUILDING
R-24	2P-12	YARD PIPING AND TUNNELS AREA 12
R-25	2P-22	YARD PIPING PLANS
R-26	5S-04	UTILITY TUNNEL METER BUILDING TO CONCRETE BULKHEAD
R-27	5M-05	UTILITY TUNNEL-L
R-28	5E-05	UTILITY TUNNEL MAIN BLDG TO METER BLDG AND TO MATCH LINE "L"
R-29	10A-01	METER BUILDING
R-30	10A-02	METER BUILDING PLAN AT EL. 23.00/38.00
R-31	10S-01	METER BUILDING FOUNDATION PLAN & PLAN AT EL.11.00
R-32	10S-02	METER BUILDING FRAMING PLAN AT EL.26.00
R-33	10S-03	METER BUILDING ROOF FRAMING PLAN AT EL. 38.00
R-34	10S-04	METER BUILDING TRANSVERSE SECTION A-A
R-35	10S-05	METER BUILDING LONGITUDINAL SECTION B-B
R-36	10S-08	METER BUILDING PARTIAL TUNNEL & CONDUIT PLANS
R-37	10S-09	METER BUILDING SECTIONS
R-38	10P-01	METER BLDG PLAN AT EL+11.00
R-39	10P-02	METER BLDG PLAN AT EL+26.00
R-40	10P-03	METER BLDG SECTION A-A
R-41	10E-03	METER BUILDING - POWER
R-42	10E-04	METER BUILDING - POWER
R-43	C-104	CONTRACTOR ACCESS PLAN
R-44	C-112	GRADING PLAN II
R-45	C-113	GRADING PLAN III
R-46	C-114	ROADWAY PLAN AND PROFILE
R-47	C-117	STORM SEWER PLAN AND PROFILE
R-48	C-120	YARD PIPING PLAN AND PROFILE I
R-49	C-121	YARD PIPING PLAN AND PROFILE II
R-50	C-125	FENCING PLAN
R-51	S-108	GALLERY SECTIONS I
R-52	S-109	GALLERY SECTIONS II
R-53	S-110	STAIR DETAILS
R-54	P-112	GALLERY AND INFLUENT CHANNEL PIPING LOWER LEVEL PLAN AND SECTION
R-55	10	PLAN AND PROFILE
R-56	13	SEWER SECTION
R-57	E-402	MODIFIED ONE LINE DIAGRAM
R-58	E-403	PARTIAL ONE LINE DIAGRAM EXISTING 6.9KV SWITCHGEAR NO.1 AND NO.2

R-59 E-302 OWRP TELEMETRY PRIMARY REPORTING SITE EQUIPMENT
PLAN

NOTE: The scales appearing on the Contract Plans are those to which the original plans were drawn and are not correct for the reproduced plans forming the Contract set.

The above-listed Contract Documents are attached hereto. The Bidder is directed to return only documents listed at "EUNA-2", properly completed with the required signatures, in time for the public bid opening date. All the covenants, terms and stipulations in these Contract Documents form the Contract and are hereby made a part thereof.

CONTRACT DOCUMENTS FURNISHED

Upon execution of the Contract Documents and approval of the Contractor's Bond, the Water Reclamation District will furnish to the Contractor, free of charge, five complete sets of specifications, one (1) set of full-size prints, and four (4) sets of planograph reproductions. The Contractor may request, free of charge up to ten additional sets of the specifications and planograph reproductions.

AS-BUILT DRAWINGS

The Contractor agrees to furnish to the District, upon completion of the work, one complete set of As-Built Construction drawings.

All modifications to Contract drawings will be made using CAD, the data structure for layer assignments; the symbology of the drawing files; and the AutoCAD drawing format (.dwg) shall follow the District's CADD Standards and Design Conventions manual.

A copy of the Contract CAD files will be made available to the Contractor by the District Engineer. The Contractor shall note that the contract CAD files were prepared using AutoCAD, and/or software from the AEC Collection including Civil 3D software as appropriate. The Contractor shall make necessary additions and corrections to the CAD files to show the As-Built conditions, using the same software as utilized by the District to prepare each of the contract drawings.

The District will furnish upon request a CD-ROM, DVD or USB-Drive containing blocks, font libraries and the standard border and title block. Files may also be furnished from the District cloud storage or FTP site.

Drawing sheets that have been modified shall have a modification cloud bubble placed around the area or item that has been modified with a revision triangle next to cloud bubble.

If supplementary drawings are necessary, they must be produced using CAD, added to the set, given a new number in sequence, and have a modification cloud bubble placed around the sheet number. Adhere to the District's CADD Standards and Design Conventions manual.

The List of Contract Plan sheet(s) shall be adjusted to reflect any changes to CAD files used to create As-Built drawing files following District's CADD Standards and Design Conventions manual.

All drawing files, changed by the Contractor to reflect As-Built conditions, shall be printed on paper and reviewed for accuracy by the Contractor and District's Resident Engineer. Once these

drawings are approved by the District's Resident Engineer, the Contractor shall furnish to the District a CD-ROM, DVD, or USB Drive with one set of electronically stored As-Built drawings. The District will use the CD-ROM, DVD or USB-Drive to plot/print full size reproducible vellums with opaque black ink.

After a full set of drawings are plotted/printed on reproducible vellum, arrangements shall be made for the Contractor and District's Resident Engineer to meet at the District's MOBA. For each drawing, a decal "BUILT AS SHOWN" (furnished by the District) shall be placed near the LOWER RIGHT hand side of title block or in the space provided on drawing sheet and shall be dated and signed as to its correctness by the Contractor and District's Resident Engineer.

The Contractor shall include in the appropriate pay items of this Contract, all engineering and drafting costs required to produce these As-Built Drawings.

Section 23 of the General Specifications

Modify as follows:

Add the following after the second paragraph: "Upon completion of the work under this Contract, the Contractor shall also furnish to the District one set of As-Built drawings prepared in the current version of CAD software used and approved by the District. All work performed by the Contractor on the CAD drawing files shall conform to the District's CAD standards. A document consisting of the District's CAD Standards will be transmitted to the Contractor.

An electronic set of the Contract drawings prepared in the current release of CAD software used by the District will be made available to the Contractor by the Engineer on CD, DVD, Flash Drive or from District cloud storage or FTP site."

SUBLETTING WORK

The bid money value of all materials purchased directly by the Contractor, together with the bid money value of all work performed by personnel and facilities provided directly by the Contractor, shall be not less than 25% of the money value of all work performed under this Contract. Any bid money value of work performed by the sub-contractors, for work on the job site utilizing sub-contractors' materials, labor and facilities, cannot be included in the percent of work to be completed by the Contractor. The Contractor shall comply with all requirements of Articles 19 and 20 of the General Conditions.

BOND(S)

The Contractor agrees to furnish a Contractor's Bond in the amount of one hundred (100%) percent of the Contract award value as security for the performance of the work under this Contract as required under Article 29 of the General Conditions.

RESTORATION WORK

The Contractor agrees to perform all restoration work as set forth in Section (16) of the General Specifications.

ACCESS TO JOB SITE AND SECURITY

The Contractor agrees to comply with all Security Requirements of the Water Reclamation District. The Contractor agrees to use the main plant entrance gate for transportation of any personnel equipment and material to and from job site.

Provisions to use any other access to the work site shall be subject to the approval of the Engineer and any additional costs involved in providing an alternative access shall be included in the lump sum price of the Contract. Wherever construction requires breaching of the existing security fence, the Contractor agrees to provide temporary fencing adequately constructed to maintain the security requirement at all times and shall be subject to the approval of the Engineer.

ACCIDENT AND SAFETY REPORTS

The Contractor must immediately report to the Resident Engineer all accidents involving injury to personnel or damage to equipment and structures. A written report must be submitted within twenty-four (24) hours of the incident. In addition, the Contractor must furnish to the Resident Engineer a copy of all accident or health hazard reports prepared for OSHA or any other governmental agencies, as well as copies of all notices of apparent violations that may be issued, and all disposition reports on any hearings, appeals, findings, etc. Those reports shall be submitted within twenty-four (24) hours after generation or request by the District (whichever occurs first).

The Resident Engineer shall be permitted to examine all reports, recommendations, and records of the Safety Representative within twenty-four (24) hours of request. Additionally, the Resident Engineer must be given copies of such reports, recommendations, and records within twenty-four (24) hours of request.

DAMAGE TO DISTRICT PROPERTY

The Contractor is responsible for the protection of existing structures, as well as private and public property in the course of performing this work and must take all necessary measures to protect same. Entry to the work site must be made only at the locations designated by the Resident Engineer or his/her designee.

If, during the course of performing the work described under this contract, the Contractor in any way damages any structures or property, public or private, either by accident, intent, or by improper work methods, the Contractor must repair, replace, or restore all structures or property back to its original condition at no additional cost to the District and to the satisfaction of the Resident Engineer, before final payment will be made. The decision to repair or replace any damaged structures or property will be solely that of the Resident Engineer and will be binding upon the Contractor. The Contractor must schedule and complete all repairs as soon as possible.

DRIVING ON DISTRICT PROPERTY

The Contractor is advised that all personnel who drive vehicles onto District property must have a valid driver's license for the class of vehicle being driven. Any driver found not to have a valid license will be directed to immediately leave District property and will be permanently prohibited from driving any vehicle onto District property in the future. If this results in the Contractor's inability to conform to the terms of the contract, appropriate action including the assessment of

liquidated damages, if applicable, will be taken. It is the responsibility of the Contractor to ascertain whether it is necessary for his/her personnel driving trucks on District property to have a valid C.D.L. (Commercial Driver's License).

The District's police may check periodically to ensure that none of Contractor's personnel on District property are engaging in any traffic law violations. If it is discovered that a traffic violation does exist, the District's police are authorized to issue State of Illinois traffic citations. It may be advisable for the Contractor to provide its drivers with a bond to prevent the potential loss of time and associated liquidated damages. In the event of an accident on District property, the Contractor is advised to instruct all drivers to remain with their vehicle until District police complete their on-site investigation, unless medical requirements dictate that they leave to obtain assistance.

OPERATION OF THE EXISTING FACILITIES

The attention of the Contractor is called to the fact that the existing O'Brien Water Reclamation Plant upon the site of which the work under this contract is located, is in permanent operation by the District and will be kept in continuous operation while work under this contract is in progress, except as specified in Specification Section 01130 – Shutdowns. The shutdowns and scheduling requirements shall be as specified under the heading "TIME" below. The Contractor shall arrange his work and agrees to cooperate with the District so as not to interfere with the continuous operation of the facility by the District, except as otherwise definitely specified.

It should be further noted that the Contractor may have to cooperate with other construction projects which the Water Reclamation District has determined to be performed simultaneously with this project. The Contractor shall arrange his work and agrees to cooperate with the Water Reclamation District and any other contractor(s) to not interfere with any other construction projects at the O'Brien Water Reclamation Plant.

No shutdown of the plant will be allowed, except as specified in Specification Section 01130 – Shutdowns. Connections which may interfere with the normal operation of the plant shall be scheduled with the Engineer not less than five calendar days in advance of that connection. The Contractor shall employ an adequate work force during said connection and shall work continuously until the connection is made. The Engineer shall be kept informed regarding the progress of said connection and he shall be promptly notified upon completion of the connection.

SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS (MINORITY/WOMEN'S/VETERAN'S) PARTICIPATION

The Contractor agrees to comply with the requirements, goals, terms and conditions of the Affirmative Action Ordinance, Revised Appendix D throughout the life of the Contract. The work under this Contract is classified as "General and Heavy Construction" for the MBE, WBE and VBE utilization goals contained in the Affirmative Action Ordinance Revised Appendix D and Appendix V. The associated goals are 20% Minority-owned Business Enterprises (MBE), 10% Women-owned Business Enterprises (WBE), and 3% Veteran-owned Business Enterprises (VBE). **The MBE, WBE, and VBE goals do not apply to the portions of the work identified in the contract as Allowance Items and Unit Price Items, nor to the portions of the work assigned to the DCS manufacturer (ABB), the mixer manufacturer (Xylem), and the final tank drive manufacturer (DBS).**

Each Bidder must submit with their proposals a signed and completed MBE/WBE Utilization Plan which lists each business intended to be used as a MBE and WBE on pages UP-2 and UP-3 and supplemental pages as necessary. The Bidder must sign the Signature Section page on UP-4. Failure to submit a signed MBE/WBE Utilization Plan will result in a bid being deemed non-responsive and the bid will be rejected. Also, if a Waiver is sought, the Bidder is required to sign pages UP-4 and UP-5, which is the Waiver Request Form; failure to do so will be viewed as non-responsive and the bid will be rejected.

Each Bidder must submit with their bid package an original or facsimile copy of the MBE/WBE Subcontractor's Letter of Intent, page UP-6 for each subcontractor listed on their MBE/WBE Utilization Plan. The submitted MBE/WBE Subcontractor's Letter of Intent must be completed and signed by the subcontractor and accompanied with a copy of the subcontractor's current Letter of Certification from a state, local government or agency or documentation demonstrating that the subcontractor is a MBE or WBE within the meaning of the Affirmative Action Ordinance, Revised Appendix D. Failure to submit the MBE/WBE Utilization Plan signed by the Bidder at the time of the bid opening and the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE will be viewed as non-responsive and the bid will be rejected.

If the Bidder exceeds the allowable Supplier Utilization amount which is stated in the bid documents, the bid will be viewed as non-responsive. Therefore, the Bidder may not exceed the use of a MBE or WBE supplier for more than 50% of each respective MBE or WBE, goal, unless the Administrator has authorized a Supplier's Exception notated on page AU-I.

Each Bidder must submit with their proposals a completed VBE Commitment Form which lists each business intended to be used as a VBE. The Bidder must make a "Good Faith Effort" to identify eligible Veteran Owned-Businesses by completing the VBE Commitment Form. If the Bidder is unable to identify qualified VBE subcontractors capable of providing goods or services required by the contract, the Bidder must write "no participation" on the VBE Commitment Form. Where a Bidder has failed to meet the VBE participation goal, the Administrator shall require the Contractor to submit a Veteran's Business Enterprise Good Faith Efforts Documentation Request Form and provide additional documentation of its good faith efforts in attempting to fulfill the VBE goal.

The Contractor must use the District's online compliance monitoring system administered by the Diversity Section for payment and reporting purposes, in order to fulfill the Affirmative Action Program requirements.

TIME

It is understood and agreed that the Contractor shall complete all of the work required under this Contract within 1,460 calendar days after approval of the Contractor's Bond.

The Contractor expressly stipulates and agrees that the progress of the work will be verified by a Critical Path Method (CPM) Schedule, acceptable to the Water Reclamation District as set forth in Article 23 of the General Conditions.

No claims, damages, or impact costs shall accrue to the Contractor by the failure to achieve either substantial completion or completion of all work prior to the time specified herein, irrespective of any time(s) indicated on his short bar chart schedule for said completion(s).

All contract work, including successful completion of the 60-day performance tests for all equipment, punch list items, and final clean-up, shall be completed within 1,460 calendar days after approval of the Contractor's Bond. To prevent all disputes and litigation concerning the actual date of completion, it is further agreed by and between the Water Reclamation District and the Contractor, that the Engineer shall in all cases decide every question which may arise relative to the completion of the work under this Contract and his decision shall be final and conclusive on both parties hereto and such decisions, in case any questions may arise, shall be a condition precedent to the right of the Contractor to receive any money or compensation.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY LOAN FUNDING

A State of Illinois Environmental Protection Agency loan agreement is anticipated for this project. This contract is subject to regulations contained in the procedures for issuing loans from the Water Pollution Control Loan Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), Illinois Works Jobs Program Act (30 ILCS 559/20-1), and the federal "Build America, Buy America Act" requirements contained in the Infrastructure and Investment and Jobs Act, Pub. L. No. 117-58. Federal regulations regarding labor standards, the Copeland Anti-Kickback Act, equal employment opportunity and access to work shall also be in effect. These regulations appear in Appendices B and I in the Contract Documents and form a part thereof.

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

The Contractor shall comply with the federal Build America, Buy America Act (BABA) which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 and specifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

Neither the State of Illinois nor any of its departments, agencies, or employees is or will be party to this contract.

LIQUIDATED DAMAGES

The Contractor agrees to pay the Water Reclamation District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of One Thousand Dollars (\$1,000.00) for each calendar day that he is in default of the time specified above by failing to achieve substantial completion, as defined in Section 1 of the General Specifications.

Further, upon achieving substantial completion, the Contractor agrees to pay to the Water Reclamation District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of Two Hundred Dollars (\$200.00) for each calendar day that he is in default of the time specified above by failing to complete the entire work, including successful completion of the 60-day performance tests, all punch list items and final clean-up.

The Contractor agrees to pay to the Water Reclamation District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of One Hundred Dollars (\$100.00) for each calendar day that he is in default of the time indicated for the submission of the "As-Planned" (Rev. 0) Work Schedule and responsive monthly revisions to the Work Schedule per Detail Specification 01321, not to exceed One Thousand Five Hundred Dollars (\$1,500.00) per occurrence.

Submittals must be complete; no partial submittals will be reviewed. The Contractor agrees to pay the Water Reclamation District as liquidated damages, the sum of One Hundred Twenty Five Dollars (\$125.00) for each man-hour of additional submittal review work incurred by the District (including District's agent) beyond the maximum three (3) submittal reviews. Partial Contractor submittals that are returned by the District un-reviewed shall count as one of the three (maximum) review iterations. The determination, tally of incurred review man-hours, and assessment of Liquidated Damages shall be made by the Engineer and communicated to the Contractor via file letter correspondence.

The Contractor agrees to pay to the Water Reclamation District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of Five Hundred Dollars (\$500.00) per hour for each hour that he is in default of completing the work within the time limitations for the shutdowns specified in Section 01130 3.02.

The Contractor shall have thirty (30) calendar days after the date of the issuance of a file letter advising the Contractor of the assessment of liquidated damages to object, in writing, to the liquidated damages. The objection shall include all written documentation in support of the Contractor's claim. Failure to file said written objection to the assessment of liquidated damages within 30 days of the notice shall be deemed agreement to the assessment and waiver of a right to appeal.

ADDITIVITY OF LIQUIDATED DAMAGES

Each of the liquidated damages described above shall be considered independent and separate from other liquidated damages and shall operate separately. The different classes of liquidated damages are additive (except for punch list work) and therefore the total amount of damages to be paid by the Contractor may exceed the limits established for any single class of liquidated damages.

MULTI-PROJECT LABOR AGREEMENT

The Contractor agrees to comply with the term and conditions of the District's Multi-Project Labor Agreement (MPLA), which is a part of the Contract.

ILLINOIS PREVAILING WAGE ACT

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). 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 Illinois Department of Labor (the "Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The

Department revises the prevailing wage rates, and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. 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. Note that submittal of certified payroll records when requested by the District's Affirmative Action Administrator in accordance with Section 14(b) of the District's Affirmative Action Ordinance does not relieve a contractor of its obligation to submit certified payroll records to the Department pursuant to the Act.

With each invoice for payment the Contractor/Subcontractor must submit the following forms: Certified Transcript of Payroll (timesheet); Certified Transcript of Payroll – Freedom of Information Act (timesheet); Certified transcript of Payroll (affidavit, fringes, and subcontractors); and Certification Form. These forms must be submitted for all laborers, mechanics or other workers employed under the Contract. All forms submitted must be completely filled out, signed and certified as correct. These forms, with the exception of the Certified Transcript of Payroll – Freedom of Information Act form, are the same forms that must be maintained for a minimum of five (5) years from the date of last payment, pursuant to the revised statute.

It is the responsibility of the Contractor to verify the applicability of the Prevailing Wage Act to this contract with the Illinois Department of Labor. In the event the Illinois Department of Labor (IDOL) indicates the Prevailing Wage Act is not applicable to the work to be performed under this contract, then a copy of IDOL's written indication of this determination must accompany the Contractor's initial request for payment.

CASH FLOW ESTIMATE SCHEDULE

With each invoice for payment, the Contractor shall submit an estimate of all future monthly progress payment amounts anticipated for the duration of the contract. This estimate is a required portion of all payment request submittals, and no payment request will be considered complete without such an estimate. The Contractor's estimate will not be binding upon his or her actual future progress payment request but will be used solely by the District to estimate monthly disbursements and cash flow requirements.”

INSURANCE

The Contractor shall maintain and keep in force the insurance specified in Division 1 of the Detail Specifications.

PROGRESS ESTIMATES AND PAYMENT

Payment for the work to be performed under this Contract is to be made from the proceeds from the capital improvements bonds or bond anticipation notes issued or to be issued by and from the Construction Fund of the Water Reclamation District of Greater Chicago.

The Water Reclamation District agrees to make progress payment to the Contractor, in accordance with Articles 32 and 33 of the General Conditions.

Final payment will be made in accordance with Article 35 of the General Conditions.

INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the District, its Commissioners, officers, agents and employees from and against any and all action, suit, claims, costs, settlements, debts, damages, liabilities, obligations, losses, judgements, demands and expenses (including General Counsel fees on account thereof) of whatever kind or nature resulting from the failure of the Contractor, its agents or employees to perform any of their obligations under this agreement or from fraud, willful misconduct, negligent act, error or omission or intentional disregard by them. This provision survives the termination of the Contract.

PRICES

The Contractor agrees to accept, and the District agrees to pay, in accordance with Article 31 of the General Conditions, the price(s) listed in the bid pricing spreadsheet submitted as part of the original bid, as full compensation for furnishing all the labor, tools, materials and appurtenances necessary to complete all the work specified in this Contract, also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the entire work, free of all claims, liens and charges whatsoever and in full compliance with the specifications and the requirements of the Resident Engineer, complete at the prices listed in the bid pricing spreadsheet submitted as part of the original bid, and summarized as follows.

COST PROPOSAL A:

The lump sum price for the construction of all work required to complete the entire project, other than negotiated prices, allowance items, and unit price items (Cost Proposal I through Cost Proposal M), as shown in the plans and specifications.

COST PROPOSAL B (Division 13):

The District has negotiated with the supplier, ABB, for the price to supply DCS engineering, equipment and appurtenances per Division 13, Section 13100, of the Detail Specifications. This price shall include the cost of design, engineering, submittals, configuration, programming, preparation of shop drawings, manufacturing, factory testing, furnishing and delivery of the DCS equipment to the job site, warranty, and manufacturer's support during start-up, on-site testing.

Specifically excluded from the amount of Cost Proposal B is the cost for installation of the DCS cabinets, conduit, field installed cable, and appurtenances and any overhead, profit, or other changes the bidder may require. These costs shall be included in the Lump Sum Bid Price, Cost Proposal A.

The Contractor should contact ABB prior to bid submission to clarify the scope of supply. Additional monies after bid will not be granted for any work included in the Contract Documents regardless of work scope coordination issues between ABB and the Contractor.

After award of the contract, the successful bidder shall enter into a subcontract with ABB for the supply of DCS engineering, equipment and appurtenances, and shall provide a copy of the subcontract to the District prior to the bidder requesting payment for mobilization. By signing this Proposal, the bidder certifies that they will be able to enter into a subcontract with this supplier.

COST PROPOSAL C (Division 11):

The District has negotiated with the supplier, Xylem, for the price to supply mechanical mixers and appurtenances in accordance with Section 11377 of the Detailed Specifications. This price will include the cost of design, configuration, preparation of shop drawings, manufacturing, factory testing, warranty, manufacturer's support during start-up, on-site testing, on-site training, and delivery of the mechanical mixers to the job site.

Specifically excluded from the amount of Cost Proposal C is the cost for installation of the mechanical mixers and appurtenances and any overhead, profit, or other changes the bidder may require. These costs shall be included in the Lump Sum Bid Price, Cost Proposal A.

The Contractor should contact Xylem prior to bid submission to clarify the scope of supply. Additional monies after bid will not be granted for any work included in the Contract Documents regardless of work scope coordination issues between Xylem and the Contractor.

After award of the contract, the successful bidder shall enter into a subcontract with Xylem for the supply of manufactured mechanical mixers and appurtenances and will provide a copy of the subcontract to the DISTRICT prior to the bidder requesting payment for mobilization. By signing this Proposal, the bidder certifies that they will be able to enter into a subcontract with this supplier.

COST PROPOSAL D (Division 11):

The District has negotiated with the supplier, DBS, for the price to supply domestically manufactured final settling tank drives and appurtenances in accordance with Section 11340 of the Detailed Specifications. This price will include the cost of design, configuration, preparation of shop drawings, manufacturing, factory testing, warranty, manufacturer's support during start-up, on-site testing, on-site training, and delivery of the tank drives to the job site.

Specifically excluded from the amount of Cost Proposal D is the cost for installation of the tank drives and appurtenances and any overhead, profit, or other changes the bidder may require. These costs shall be included in the Lump Sum Bid Price, Cost Proposal A.

The Contractor should contact DBS prior to bid submission to clarify the scope of supply. Additional monies after bid will not be granted for any work included in the Contract Documents regardless of work scope coordination issues between DBS and the Contractor.

After award of the contract, the successful bidder shall enter into a subcontract with DBS for the supply of domestically manufactured final settling tank drives and appurtenances and will provide a copy of the subcontract to the DISTRICT prior to the bidder requesting payment for mobilization. By signing this Proposal, the bidder certifies that they will be able to enter into a subcontract with this supplier.

COST PROPOSAL E (Division 2):

Allowance Item for General Unforeseen Underground Conditions.

During the performance of the Contract work it is possible that some existing electrical, mechanical, or process pipes or utilities which are to remain in service may be found to be in poor condition. It is also possible that some buried electrical, mechanical, or process utilities and pipes, or other underground structures may exist which are not shown on the drawings which may, through no fault of the Contractor, be in poor condition or inadvertently damaged during construction. Further, it is possible that unanticipated alterations may be required to the existing facilities in order for the intent of the Contract to be met.

If an existing pipe, utility, or structure is discovered to be in poor condition or damaged during construction through no fault of the Contractor, the Engineer may direct the Contractor to repair the utility or structure. If any alterations to existing facilities are necessary, the Engineer may direct the Contractor in the manner of such alterations. The Engineer will provide instructions as to the method of repair or alteration. Payment for the repair or alteration will be made from this Allowance Item.

Upon the Engineer's determination that such repair or alteration is to be provided under this Allowance Item, the Engineer will issue a Request for Quote to the Contractor. The Contractor shall submit a written price proposal, and supporting documentation, to the District for review and approval to wholly support their claim(s). The price proposal(s) shall be in accordance with Articles 7 and 8 of the Contract's General Conditions.

The District will review the price proposal(s), list(s) and supporting documentation to verify the accuracy and completeness of the information, and to verify that the price proposal(s) is fair and reasonable for the scope of work to be supplied. The Contractor shall proceed with the work only upon receipt of written approval of the submittal and price proposal from the District. During performance of the work, the District's Resident Engineer shall be kept apprised of the work schedule at all times. The amount of work performed under this Allowance Item shall not exceed the value of Cost Proposal E indicated in the bid pricing spreadsheet. The actual cost of the work may be less than indicated. It is also possible that this work may not be required, in which case the amount to be paid under this Allowance Item shall be zero. Actual payments to be made to the Contractor shall be based solely on the amount approved by the District. The District makes no guarantee that any work will be required under this Allowance Item.

This Allowance in no way relieves the Contractor from performing proper research and careful excavation for site work, nor does it relieve the Contractor of his obligation to properly support and protect all utilities, equipment, and piping within the construction zones throughout the course of work. If damage to existing piping, utilities, or structures is determined to be the fault of the Contractor or was in any way avoidable, no payment from this Allowance will be made.

Therefore, the Contractor shall furnish all labor, supervision, equipment, and materials required to repair damaged utilities or facilities; or to repair existing utilities, facilities or structures, in poor condition; or to provide alterations to existing utilities, facilities or structures to meet the intent of the Contract, as directed by the Engineer, for an allowance amount not to exceed the value of Cost Proposal E indicated in the bid pricing spreadsheet.

COST PROPOSAL F (Division 2):

Allowance Item for Soil that is Contaminated.

The Contractor shall include an allowance amount in his bid for incremental costs for the removal, handling, and legal offsite disposal of any surplus soil that is considered contaminated (hazardous waste or non-hazardous special waste). See Specifications Section 02222 for additional information. To be qualified for payment under this item, this work will have to be performed during the contract period, and shall exclude the cost of abatement of contaminated materials that is identified as part of the lump sum work, elsewhere in the contract documents. Upon determining that a certain extent of the surplus soil is contaminated, the Contractor shall estimate the scope of work and submit a written scope for the additional work required, price proposal, and supporting documentation to the District for review and approval. The written scope and price proposal shall include a detailed description of the type and extent of additional work to be performed for the removal, handling, and legal offsite disposal of contaminated soil, including a detailed cost breakdown showing all material, labor and equipment costs. The Contractor shall also submit supporting documentation, including test data, to wholly support his claim (s). The price proposal (s) shall be in accordance with Articles 7 and 8 of the General Conditions of the contract.

Costs of testing all surplus soil generated on the project to establish that it is clean or uncontaminated shall be considered part of the lump sum price, and not part of this allowance item except as follows. If, after initial testing, any soil tests positive for contamination, the costs of any additional testing that may be mandated to further categorize the soil into various classifications of contaminated or special wastes for handling, removal, and disposal purposes, may be considered for payment under this allowance item, by the District.

The District will review the report (s), price proposal (s), and supporting documentation to verify the accuracy and completeness of the information, and to verify that the price proposal (s) is (are) fair and reasonable for the scope of work performed. During the performance of the work, the District's Resident Engineer shall be kept apprised of the work schedule at all times, and the Contractor shall maintain a daily record of time, material and equipment utilized to perform the work, which shall be signed by the District's Resident Engineer. The amount of work performed under this Allowance Item shall not exceed the value of Cost Proposal F indicated in the bid pricing spreadsheet. The actual cost of the work may be less than indicated. It is also possible that this work may not be required, in which case the amount to be paid under this Allowance Item shall be zero. Actual payments to be made to the Contractor shall be based solely on the amount approved by the District. The District makes no guarantee that any work will be required under this Allowance Item.

In the event that the actual price for additional work to be performed for the removal, handling and legal offsite disposal of contaminated soil exceeds the amount in this Allowance Item, the Contractor agrees to provide the extra work required due to the presence of contaminated soil as change order work. In this case, a supplemental report (s), price proposal (s), and supporting documentation shall be submitted to the District for review and approval. The Contractor shall prepare the price proposal (s) in accordance with Articles 7 and 8 of the General Conditions of the Contract.

Therefore, the Contractor shall furnish all labor, supervision, equipment, materials, and incidentals required for the incremental work associated with the removal, handling and disposal of contaminated (hazardous waste or non-hazardous special waste) soil, as specified in the detail specification and as

directed by the Engineer, for an allowance amount not to exceed the value of Cost Proposal F indicated in the bid pricing spreadsheet.

COST PROPOSAL G (Division 15):

Allowance Item for Unforeseen Conditions Inside Existing Facilities.

The Contractor is required to work inside existing District facilities such as the Process Control Building, Utility Tunnel to Process Control Building, Meter Building, and Battery D Operating Gallery. It is possible that there are piping, conduits, ductwork, valves, pumps, walkways, railings, stairs, structural supports, and other existing infrastructure in these facilities that interfere with the proposed work but are not shown on the contract drawings. Therefore, the Engineer may direct the Contractor to perform additional work on the existing infrastructure that interfere with the proposed work. The Engineer will provide instructions as to the design and specification of repair, modification, replacement, removal, and payment for such related work will be made from this Allowance Item. Note that any infrastructure that is damaged by the Contractor while performing work under this Contract shall be repaired by the Contractor to the satisfaction of the Engineer at no additional cost to the District.

Upon the Engineer's determination that such modifications are to be provided under this Allowance Item, the Engineer will issue a Request for Quote to the Contractor. The Contractor shall submit a written price proposal, and supporting documentation, to the District for review and approval to wholly support their claim(s). The price proposal(s) shall be in accordance with Articles 7 and 8 of the Contract's General Conditions.

The District will review the price proposal(s), schedule(s) and supporting documentation to verify the accuracy and completeness of the information, and to verify that the price proposal(s) is fair and reasonable for the scope of work to be supplied. The Contractor shall proceed with the work only upon receipt of written approval of the submittal and price proposal from the District. During performance of the work, the District's Resident Engineer shall be kept apprised of the work schedule at all times. The amount of work performed under this Allowance Item shall not exceed the value of Cost Proposal G indicated in the bid pricing spreadsheet. The actual cost of the work may be less than indicated. It is also possible that this work may not be required, in which case the amount to be paid under this Allowance Item shall be zero. Actual payments to be made to the Contractor shall be based solely on the amount approved by the District. The District makes no guarantee that any work will be required under this Allowance Item.

Therefore, the Contractor shall furnish all labor, supervision, equipment, and materials required to repair, modify, replace and remove existing infrastructure not shown on the contract drawings as directed by the Engineer if necessary, for an allowance amount not to exceed the value of Cost Proposal G indicated in the bid pricing spreadsheet.

COST PROPOSAL H (Divisions 2 & 15):

Allowance Item for New Utility Service Connection.

The Contractor shall arrange for the local natural gas utility (Nicor Gas) to provide an extension of the distribution system to the point of service connection for the Operating Gallery Building. Since it may not be possible for the bidder to obtain an actual quote from Nicor for this work prior

to submitting bids, payment for any charges for this work shall be made under this allowance item. This allowance item will serve as payment for the following work:

- Nicor Gas will install a new gas meter outside of the Operating Gallery Building at the location shown on Civil drawings.
- Nicor Gas will install a service line extending from the existing gas main along Howard Street to the new gas meter location for the Operating Gallery Building as shown on the Civil drawings.

This allowance specifically excludes the following work associated with the extension of natural gas service to the Operating Gallery Building:

- Contractor shall install a sleeve pipe from the existing gas main to the new gas meter location which Nicor will use to install the new service line. Sleeve pipe shall be installed in accordance with the Civil drawings and Nicor's requirements.
- Contractor shall install the remainder of the buried gas piping from the gas meter location to the Operating Gallery as shown on the contract drawings.

The Contractor is responsible for contacting utility companies to obtain a quote for the specified work via a service agreement. The Contractor shall submit the service agreement to the Engineer for appropriate signature. Payment will be made to the Contractor for the costs listed on the service agreement and/or proposals provided by the utility companies, without mark-up of any kind, under this Allowance item. The Contractor may not add this item to his monthly pay request until this Allowance item is approved by the Engineer. It should be noted that the actual cost of the work may be less than indicated. It is also possible that this work may not be required, in which case the amount to be paid under this Allowance Item shall be zero. Actual payments to be made to the Contractor shall be based solely on the amount approved by the District. The District makes no guarantee that any work will be required under this Allowance Item.

The Contractor is advised that utility companies will require payment before scheduling and starting the specified work. The Contractor is further advised that the process for payment under this Allowance item will require several weeks to complete and that the Contractor shall factor this into project schedule. Payment for actual utility company's charges for all labor, supervision, equipment and materials required to provide extension of their distribution system, as defined in Contract Documents and Drawings, and as directed by the Engineer, for an allowance amount not to exceed the value of Cost Proposal H indicated in the bid pricing spreadsheet.

COST PROPOSAL I (Division 2):

Furnish all labor, supervision, equipment and materials for Additional Excavation of sub-grade, as required and as directed by the Engineer, per Specifications Section 02300, and all associated work, in the event that an addition to the Lump Sum contract work is required, for the unit price and quantity indicated in the bid pricing spreadsheet. In the event that the actual quantity required for a particular unit price work exceeds the quantity listed, the Contractor agrees to furnish and install additional quantities at the fixed unit price.

COST PROPOSAL J (Division 2):

Furnish all labor, supervision, equipment and materials for Additional Engineered Fill material, as required and as directed by the Engineer, per Specification Section 02300, and all associated work, in the event that an addition to the Lump Sum contract work is required, for the unit price and quantity indicated in the bid pricing spreadsheet. In the event that the actual quantity required for a particular unit price work exceeds the quantity listed, the Contractor agrees to furnish and install additional quantities at the fixed unit price.

COST PROPOSAL K (Division 3):

Furnish all labor, supervision, equipment and materials for Additional Class F Concrete Fill, as required and as directed by the Engineer, per Specification Section 03300, and all associated work, in the event that an addition to the Lump Sum contract work is required, for the unit price and quantity indicated in the bid pricing spreadsheet. In the event that the actual quantity required for a particular unit price work exceeds the quantity listed, the Contractor agrees to furnish and install additional quantities at the fixed unit price.

COST PROPOSAL L (Division 3):

Furnish all labor, supervision, equipment and materials for Additional Injection Grouting in the existing Main Effluent Conduit, as required and as directed by the Engineer, per Specification Section 03630, and all associated work, in the event that an addition to the Lump Sum contract work is required, for the unit price and quantity indicated in the bid pricing spreadsheet. In the event that the actual quantity required for a particular unit price work exceeds the quantity listed, the Contractor agrees to furnish and install additional quantities at the fixed unit price.

COST PROPOSAL M (Division 2):

Furnish all labor, supervision, equipment and materials for Additional Rock Debris Removal in the existing Main Effluent Conduit, as required and as directed by the Engineer, per drawings P-606 to P-608, and all associated work, in the event that an addition to the Lump Sum contract work is required, for the unit price and quantity indicated in the bid pricing spreadsheet. In the event that the actual quantity required for a particular unit price work exceeds the quantity listed, the Contractor agrees to furnish and install additional quantities at the fixed unit price.

CHOICE OF LAWS

The parties agree that this Contract, and any subsequent contract extensions, addenda, or modifications that are awarded pursuant hereto, is governed by and construed in accordance with the laws of the State of Illinois in all respects, including matters of construction, validity and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS

All work to be performed by the Contractor's employees in fulfillment of this Agreement shall comply with all applicable federal, state, and local laws. Further, all work is to be performed in compliance with all applicable ordinances and regulations of the District unless a specific exemption is provided, in writing, by the District. A violation of any applicable federal, state, or local law of District ordinance or regulation by the Contractor may be deemed a material breach of this contract at the sole discretion of the District.

The Contractor expressly agrees to execute any and all permits or bonds required by the State of Illinois or by any other municipality, municipal corporation, or by any other agency on the same date the Contractor's Bond of this Contract is executed or as soon as practicable thereafter.

SEVERABILITY

If any provision of this Contract is or becomes invalid or unenforceable in whole or in part because the provision is contrary to law or against public policy or for any other reason, the provision will be enforced to the extent that it is valid and enforceable. The validity and enforceability of the remaining provisions of the contract is unaffected.

ENTIRE AGREEMENT

This Contract including any attachments, riders, and contract plans constitute the entire agreement between the Contractor and the District with respect to the subject matter thereof, and it supersedes any other agreement, oral or written, between the Contractor and the District.

INTENT OF THE CONTRACT DOCUMENTS

The specifications and plans are intended to be complementary and any work appearing upon the plans and omitted in the specifications, or mentioned in the specifications and omitted upon the plans, shall be executed according to the true intent and meaning of said specifications and plans, the same as though the said work was contained in each.

In the event that any of the provisions of the Detail Specifications, the Contract Plans, the General Specifications and/or General Conditions conflict with one another, it is the intention of the parties that the following order of precedence shall apply. Where the requirements of the Detail Specifications conflict with the Plans, the General Specifications and/or General Conditions, the provisions of the Detail Specifications shall Govern and control. Where the requirements of the Plans conflict with the General Specifications and/or General Conditions, the provisions of the Plans shall govern and control.

AGREEMENT BINDING

This Agreement shall be binding upon the successors, heirs, legal representatives, administrators and executors of the Contractor.

The undersigned agrees that this Agreement shall not be construed as, nor is it the intent of any of the parties hereto, to give any benefits, rights, privileges, actions or remedies to any person, partnership

or corporation other than the Contractor and the District, under a third party beneficiary theory or otherwise.

TIME IS OF THE ESSENCE

It is understood and agreed that TIME IS OF THE ESSENCE of this Contract, and the CONTRACTOR agrees to make reasonable efforts to prosecute and complete the work within the time limits specified, and in compliance with other requests that the District may reasonably make excepting when occurrences of acts of God, strikes, insurrection and delays caused by others extend those limits.

The Contractor agrees that no changes or claims for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services herein specified.

Funding of all contract items is subject to the Board of Commissioners' approval of the budget for those years.

CITIZENSHIP

Pursuant to Illinois statute 70 ILCS 2605/11.15, "No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, a person lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States."

TERMINATION

The District may terminate this Contract, or any portion, with or without cause, upon seven (7) calendar days' written notice from the District to the Contractor. If the Contract is terminated by the District, the Contractor shall deliver to the District all finished and unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, and these shall be and become the property of the District. Payment for the work performed before the effective date of such termination shall be based upon the value of the services/goods actually performed/delivered by the Contractor up to the date of termination. Such payment shall be in full settlement for services rendered under this Contract. In the event of termination, the District will not compensate the Contractor for any unearned profits, anticipated or otherwise. Additionally, under no circumstances will the amount paid to Contractor exceed the value of the Contract.

EXECUTION OF AGREEMENT

If the Contractor is a corporation, the president and secretary shall execute the Agreement. The corporate seal shall be affixed to the signature page. In the event that the Agreement is executed by someone other than the president and secretary, a certified copy of that section of the corporate by-laws or other authorization by the corporation which permits the person(s) to execute the contract for the corporation shall be attached. If a corporate resolution is submitted, the resolution shall be signed by the president, attested to by the secretary, and the corporate seal shall be affixed hereto.

If the Contractor is a partnership, all partners shall execute the Agreement, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority must be submitted to the satisfaction of the Director of Procurement and Materials Management.

If the Contractor is a sole proprietor, Contractor shall execute the Agreement.

If the Contractor is a joint venture, then the joint venture agreement identifying the entities which are party to the joint venture must be included. The agreement must identify the party that shall serve as the single point of contact and take full contractual responsibility for the obligation of the joint venture. The single point of contact shall execute the Agreement.

IN WITNESS WHEREOF, on the ____ day of _____, 20__, the Metropolitan Water Reclamation District of Greater Chicago, and the Contractor, have executed this Agreement, Contract No. 21-092-3P by their duly authorized officers or representatives.

Metropolitan Water Reclamation District of Greater Chicago

By _____
Chairman of the Committee on Finance

Executive Director

Director of Procurement and Material Management

Attest:

Clerk of the District (Seal)

Name of Company

By _____
President *

(Print Name and Title)

Attest:

Secretary * (Seal)

***NOTE* If the contract is executed by someone other than the President and Secretary, a corporate resolution must be attached authorizing execution by the designated parties.**

APPROVED AS TO ENGINEERING:

Assistant Director of Engineering

Director of Engineering

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Reviewing Attorney

General Counsel

THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
CONTRACTOR'S BOND
PERFORMANCE AND PAYMENT FOR LABOR AND MATERIALS

BOND NO. _____

Know All Men by These Presents, That We _____

hereafter referred to as Principal, and _____

as Surety, are held and firmly bound unto the Metropolitan Water
Reclamation District of Greater Chicago in the penal sum of _____

Dollars and _____ cents (\$ _____) 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, executor and
administrators, successors and assigns, jointly and severally, firmly
these presents.

Sealed with our hands and seals and dated this
_____ day of _____ A.D. _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,
That whereas the above bounden Principal has entered into a certain
contract with the Metropolitan Water Reclamation District of
Greater Chicago, bearing date the
_____ day of _____ A.D. _____
for doing all the work and furnishing all the materials, tools, labor,
appliances and appurtenances necessary for

as specified in the attached contract documents.

Now, if said Principal shall in all respects well and truly keep and
perform the said contract on its part in accordance with the terms
thereof, the specifications therein contained, and the plans
accompanying the same, and in time and manner therein prescribed,
and shall defend, protect, indemnify, keep and save harmless the
Metropolitan Water Reclamation District of Greater Chicago, its
Commissioners, officers, agents and employees against all liabilities,
judgments, costs, damages, expenses, and Attorney's fees, which may
in any wise come against the Metropolitan Water Reclamation
District of Greater Chicago, its Commissioners, officers, agents and
employees, in consequence of the awarding of such contract, or which
may in any wise result from the execution of the work to be
performed under said contract by the Principal, its agents,
employees, or workmen, in any respect, whatsoever, or which may
result on account of infringements of any patent by reason of the
materials, machinery, processes, devices, or apparatus used or on
furnished in the performance of said contract, except for all liability
on account of infringement of patents on the process of

sewage treatment used and moreover shall pay to the Metropolitan
Water Reclamation District of Greater Chicago any sum or sums of
money determined by the Engineer to be due the Metropolitan Water
Reclamation District of Greater Chicago by reason of any failure or
neglect in the performance of said contract, and shall pay for all
materials used in said work and for all labor performed in such work
whether by subcontractors or otherwise, and shall pay all valid
claims and demands whatsoever, and shall defend, indemnify, and
hold harmless the Metropolitan Water Reclamation District of
Greater Chicago, its Commissioners, officers, agents and employees
against loss or expense by reason of any liability imposed by law upon
the Metropolitan Water Reclamation District of Greater Chicago, its
Commissioners, officers, agents and employees, for damage because
of bodily injuries, including death at any time resulting therefrom,
accidentally sustained by any person or persons, damage to property,
including loss of use thereof, arising out of or in consequence of the
performance of this work by the Principal, any subcontractor(s),
their agents, employees or workmen, including all valid claims and
demands for first aid, medical, surgical and hospital services and for
damages, compensation for occupational diseases, accidental injuries
or deaths, under the provisions of the Structural Work Act, the
Workmen's Occupational Diseases Act and Workmen's
Compensation Act of the state of Illinois, now in force, which may
accrue to each and every person who shall be employed by said
Principal or subcontractor(s) in or about the performance of said
contract, or which shall accrue to the beneficiaries of ant such person
or persons, and shall repay any illegal or excess payments, then is this
obligation to be null and void, otherwise to remain in full force and
effect.

AND THE SAID SURETY, for value received, hereby stipulates and
agrees that no change, extension of time, alteration or addition to the
terms of the contract or to the work to be performed thereunder or
the specifications accompanying the same shall in any wise affect its
obligations on this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of the
contract or to the work or to the specifications.

THIS BOND is also made for the use and benefit of all persons, firms,
and corporations who may furnish any materials or perform any
labor for or on account of said work, buildings or improvements, and
they and each of them are hereby made obliges, hereunder and same
as if their own proper names were written herein, as such, and they
and each of them may sue hereon the Principal. The Principal or any
subcontractor(s) under it will pay not less than the specified rates of
wages, as set forth in Article 3 of the General Conditions, to all
laborers, workmen and mechanics employed by the Principal or its
subcontractor(s) performing the work under this contract.

AND IT IS HEREBY FURTHER EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereof, that the Principal and Surety expressly admit and covenant to and with the Metropolitan Water Reclamation District of Greater Chicago that the plans and specifications and other provisions of the contract, if the work to be done without fault or negligence on that part of the Principal, or his agents, employees or workmen, do not involve any danger to the structures of the Metropolitan Water Reclamation District of Greater Chicago or to any property or structures adjacent to or in the vicinity of the work. The liability of the Principal and the Surety under this covenant is absolute and is not dependent upon any question of negligence on the part of the Principal, or the part of his agents, employees or workmen, to take any particular precautions or to refrain from doing any particular thing, shall not excuse the Principal or the Surety in case of any such damage.

AND IT IS HEREBY FURTHER EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereof, that any judgment rendered against the Metropolitan Water Reclamation District of Greater Chicago, as aforesaid, in any suits for damages because of bodily injuries, including death at any time resulting therefrom, accidentally sustained by any person or persons, damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work whether such injuries to a person or persons, including death at any time resulting therefrom, damage to property, are due or claimed to be due to any negligence of the Metropolitan Water Reclamation District of Greater Chicago, the Principal, any subcontractor(s), their employees or agents or anyone else, and also that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the state of Illinois rendered against said the Metropolitan Water Reclamation District of Greater Chicago in any suit or claim arising under said Structural Work Act, the Workmen's Occupational Disease Act and Workmen's Compensation Act of the state of Illinois, now in force, relating to compensation for occupational diseases, accidental injuries or death suffered by his employees or the employees of any subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Principal shall be conclusive against each and all parties to this obligation as to amount, liability and all other things, pertaining thereto.

The Surety further expressly agrees that the Performance Bond shall be governed by Illinois law with Illinois as the forum and that Illinois law will be the controlling law in the event that any disputes, claims or controversies should arise out of or in connection with the Performance Bond and any subsequent contract that is awarded pursuant thereto.

Name of Company or Corporation

Signature (Seal)

Printed Name

Title

(Attest) _____
*Signature

Printed Name

Title

Name of Surety

Address of Surety

Telephone Number of Surety

By: _____
Signature

Printed Name
Attorney-in-Fact

Approved as to the Form and Legality:
_____, A.D. _____

Assistant Attorney

General Counsel

Approved _____, A.D. _____

Director of Procurement and Materials Management

*NOTE: If the contract is executed by someone other than the President and Secretary, a corporate resolution must be attached authorizing execution by the designated parties.

**NOTE: The parties agree to conduct transactions by the use of wet ink signatures, electronic signatures, digital signatures or a hybrid use of these types of signatures.

APPENDIX B
PROVISIONS
for
FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

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**PROVISIONS
for
FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

U.S. ENVIRONMENTAL PROTECTION AGENCY

I. LABOR STANDARDS

DAVIS-BACON ACT (40 U.S.C. 276a-276a-7)

(a) All mechanics and laborers, including apprentices and trainees, employed or working directly upon the site of the work shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions, as are permitted by the Copeland Regulations (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) The Contractor may discharge his obligation under this clause to workers in any classification for which the wage determination decision contains:

- (1) Only a basic hourly rate of pay by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or
- (2) Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by assuming an enforceable commitment to bear the cost of bona fide fringe benefits contemplated by the Davis-Bacon Act, or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Contractor pays a cash equivalent or provides an alternative fringe benefit, he shall furnish information with his payroll

showing how he determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage determination fringe benefit. In any case where the Contractor provides a fringe benefit different from any contained in the wage determination, he shall similarly show how he arrived at the hourly rate shown therefor. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(c) The assumption of an enforceable commitment to bear the cost of fringe benefits, or the provision of any fringe benefits not expressly listed in section 1 (b) (2) of the Davis-Bacon Act or in the wage determination decision forming a part of the contract, may be considered as payment of wages only with the approval of the Secretary of Labor pursuant to a written request by the Contractor. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, to meet his obligations under any unfunded plan or program.

(d) The Contracting Officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision, and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination. Apprentices and trainees may be added under this clause only where they are employed pursuant to an apprenticeship or trainee program meeting the requirements of the Apprentices and Trainees clause below.

(e) In the event it is found by the Contracting Officer that any laborer or mechanic, including apprentices and trainees, employed by the Contractor or any

subcontractor directly on the site of the work covered by this contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph 9(a) of this clause, the Contracting Officer may (1) by written notice to the Prime Contractor terminate his right to proceed with the work, or such of the work as to which there has been a failure to pay said required wages, and (2) prosecute the work to completion by contract or otherwise, whereupon such Contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(f) Paragraphs (a) through (e) of the clause shall apply to this contract to the extent that it is (1) a prime contract subject to the Davis-Bacon Act, or (2) a subcontract also subject to the Davis-Bacon Act under such prime contract.

COMPLIANCE WITH COPELAND REGULATIONS

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) which are incorporated herein by reference.

(b) If any Contractor fails to pay any laborer, mechanic, apprentice, trainees, watchman, or guard, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Prime Contractor, take such action as may be necessary to cause suspension of any further payment or advances until such violations have ceased.

SUBCONTRACTS

The Contractor agrees to insert the clauses hereof entitled "Davis-Bacon Act," "Compliance with Copeland Regulations," "Subcontracts," and "Contract Termination-Debarment" in all subcontracts. The term "Contractor" used in such clauses in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Prime Contractor."

CONTRACT TERMINATION-DEBARMENT

A breach of the clause hereof entitled "Davis-Bacon Act," "Compliance with the Copeland Regulations," and "Subcontracts" may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

II. BUILD AMERICA, BUY AMERICA ACT

(Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52)

A) None of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States

B) Pursuant to Section 70914(c) of the BABA Act, EPA may waive Buy America preference where EPA finds that (1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver"); (2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or (3) Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

III. SUMMARY OF CONTRACTOR'S RESPONSIBILITY

1. Submit executed Grant Form #1, Executive Order #11246 Work Record, together with proposal.
2. Submit executed Grant Form #2, Certification of Nonsegregated Facilities, together with proposal.
3. Submit executed Grant Form #3, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, together with proposal.
4. Submit executed Grant Form #4, Bidder Certification in Compliance with Article 33E to the "Criminal Code of 2012," together with proposal.
5. Submit executed Grant Form # 5, Bidder Certification Regarding the Use of Iron, Steel, Manufactured Products, and Construction Materials produced in the United States (Build America, Buy America Act)
6. Submit executed Grant Form # 6, Employment of Illinois Workers on Public Works Act.

SUBCONTRACTS

1. It is the responsibility of the Contractor to obtain from each subcontractor (whether under contract directly to him or to one of his subcontractors) a certification of Nonsegregated Facilities, Grant Form #2, and a Certification Regarding Debarment, Suspension and other Responsibility Matters, Grant Form #3.

CONTRACT NO. _____

IV. GRANT FORMS

MWRDGC GRANT FORM #1
U.S. ENVIRONMENTAL PROTECTION AGENCY
EXECUTIVE ORDER #11246 WORK RECORD

PROJECT: _____
(Contract Designation & Description)

I, _____ of _____
(Name and Title) (Name of Contractor)

_____ do hereby certify that

_____ has/has not previously
(Name of Contractor)

performed work that was subject to the President's Executive Order No. 11246, Equal Employment Opportunity, as amended.

(Signature) (Date)

(Title)

Subscribed and sworn to me this date _____

Notary Public

My commission expires _____
(Date)

CONTRACT NO. _____

MWRDGC GRANT FORM #2

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit this employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this

Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

SIGNATURE

DATE

NAME AND TITLE OF SIGNER (Please Type)

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

CONTRACT NO. _____

MWRDGC GRANT FORM #3
U.S. ENVIRONMENTAL PROTECTION AGENCY

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

DATE

I am unable to certify to the above statement. My explanation is attached.

**INSTRUCTION FOR PREPARATION OF
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Under Executive Order 12549, an individual or organization debarred or exclude from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where To Submit Forms:

The prospective EPA grant, loan or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How To Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce this materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington, DC. 20460
(Telephone: 202/475-8025)

CONTRACT NO. _____

MWRDGC GRANT FORM #4

**BIDDER CERTIFICATION
IN COMPLIANCE WITH ARTICLE 33E TO THE
“CRIMINAL CODE OF 2012”**

I, _____, do hereby certify that:

1. I am _____ of the _____
Position Firm
and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the “Criminal Code of 2012.”

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____ 20 _____, before

me appeared (Name) _____

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by

(Name of Firm) _____

to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

Notary Seal

CONTRACT NO. _____

MWRDGC GRANT FORM #5

Bidder Certification Regarding the Use of Iron, Steel, Manufactured Products, and Construction Materials produced in the United States (Build America, Buy America Act)

I, _____, do hereby certify that:
Name

1. I am _____ of the _____
Position Firm
and have authority to execute this certification on behalf of the firm.

2. This firm is aware and understands that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.

3. This firm is aware and understands the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials.

4. This firm is aware and understands that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

5. This firm is aware and understands that construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred within the United States.

6. This firm is aware and understands that loan recipients must be able to verify that products used in their State Revolving Fund (SRF) projects comply with the BABA requirements.

Information regarding the Build America, Buy America Act is available on IEPA's website, <https://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages/default.aspx>, or by calling the Infrastructure Financial Assistance Section at (217) 782-2027.

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

MWRDGC GRANT FORM #6

Employment of Illinois Workers on Public Works Act

This law comes into effect following two consecutive months of a state unemployment rate above 5 percent. More information about the Employment of Illinois Workers on Public Works Act can be found here: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>.

The Employment of IL Workers on Public Works Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents. The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on public works projects live in the state.

The requirement applies to all labor on public works projects or improvements. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this act.

By signing below, the Contractor confirms awareness of this requirement.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative) (Date)

(Company/Organization)

(Date)

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AFFIRMATIVE ACTION ORDINANCE
REVISED APPENDIX D
OF THE
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

Section 1. Declaration of Policy

It is the policy of the Metropolitan Water Reclamation District of Greater Chicago (“District”) to ensure competitive business opportunities for minority and women-owned business enterprises in the award of and performance on District contracts; to prohibit discrimination on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the award of or participation on District contracts; and to abolish barriers to full participation on District contracts by all; and

The District, pursuant to its authority under 70 ILCS 2605/11.3, is committed to establishing procedures to implement this policy, as well as state and federal regulations, to assure the utilization of minority and women-owned business enterprises in a manner consistent with constitutional requirements; and

The District is committed to creating equal opportunities for minority and women-owned businesses to participate in the award and performance on District contracts.

Section 2. Findings

Whereas, the Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), enunciated certain standards that are necessary to maintain effective contracting affirmative action programs in compliance with constitutional requirements; and

Whereas, the District is committed to implementing its affirmative action program in conformance with the decision in *Croson* and its progeny; and

Whereas, in furtherance of this commitment, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago (“Board of Commissioners”) directed District employees and its outside consultant in 1989 to conduct an investigation into the scope of any discrimination in the award of and participation on District construction contracts, as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women’s business enterprises equal opportunity to participate on District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects; and

Whereas, on March 15, 1990, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Small, and Women’s Business Participation (“Appendix D”), which was later amended on June 21, 2001; and

Whereas, in 2003, the United States District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and

WBE businesses at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs; and

Whereas, a 2004 study of the Metropolitan Chicago Construction Industry by Timothy Bates, Professor at Wayne State University, concluded that the evidence that African American, Hispanic, and women-owned businesses have been, and continue to be disadvantaged in the construction industry is strong, has remained consistent, and that compelling evidence indicates that African American, Hispanic, and women-owned businesses face barriers in the Metropolitan Chicago construction industry greater than those faced by white males; and

Whereas, a 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, determined that discrimination against Asian-owned businesses existed in the business community in areas of business financing and construction wages and that this, together with evidence of individual discrimination against Asian-owned construction companies, leads to the conclusion that discrimination against Asian-owned businesses continues to exist in the Metropolitan Chicago construction industry; and

Whereas, in 2005, the United States District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7th Cir. 2007); and

Whereas, a 2006 Cook County, Illinois report entitled, "Review of Compelling Evidence of Discrimination Against Minority-and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois", concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and WBEs in the County's construction Prime Contracts and Subcontracts is below the availability of such businesses; and

Whereas, in 2006, the District commissioned a report on discrimination of and barriers to construction opportunities in the Chicago area market for minority and women-owned businesses and recommendations for District actions to reduce such issues, which found continuing disparities in the Chicago area construction market; and

Whereas, in 2010, Cook County commissioned a new report, entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois", which found that MBEs and WBEs were not utilized in all industries in proportion to their availability; and

Whereas, in 2010, the United States Department of Justice produced a report to Congress, entitled "Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses," that updated the original basis for the United States Department of Transportation's DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other businesses on a fair and equal footing in government contracting markets, including in the construction industry; and

Whereas, in 2012, the District commissioned a report on barriers to construction opportunities in the Chicago area market and recommendations for District efforts to reduce such barriers, which found continuing disparities in the Chicago area construction market; and

Whereas, in 2014, the District commissioned a Disparity Study, conducted by Colette Holt & Associates, on barriers to equal opportunities in the construction industry in the District's geographic and industry market areas and recommendations for District efforts to reduce such barriers, which found continuing disparities in the District's market area; and

Whereas, in 2015, the trial court in *Midwest Fence, Corp. v. U.S. Department of Transportation et al*, 2015 WL 139676 (N.D. Ill. March 24, 2015) held that discrimination continues to impede full and fair opportunities for disadvantaged business enterprises in the Illinois construction industry and this judgment was affirmed in 2016 by the Seventh Circuit Court of Appeals at 840 F.3d. 932; and

Whereas, in 2021, the District again commissioned a Disparity Study, conducted by Colette Holt & Associates, which likewise found that there continues to be barriers to equal opportunities for construction firms owned by minorities and women to compete for District contracts, both as Prime Contractors and Subcontractors; and

Whereas, based upon the 2021 Disparity Study, the District has determined that it has a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against minority and women-owned businesses in its market such that it will not function as a passive participant in the market failure of discrimination; and

Whereas, the Affirmative Action Program, adopted by the District on July 20, 1978 and amended from time to time, is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the marketplace; and

Whereas, the remedies adopted herein by the District will not overly burden non-MBE and non-WBE businesses in the award of District contracts; and

Whereas, the Board of Commissioners will periodically review minority and women-owned participation in contracts awarded by the District to ensure that the District continues to have a compelling interest in remedying discrimination and that the measures adopted herein remain narrowly tailored to accomplish that objective;

Now, therefore, the District's Board of Commissioners hereby adopts this Revised Appendix D:

Section 3. Purpose and Intent

The purpose and intent of this Affirmative Action Ordinance Revised Appendix D ("Revised Appendix D") is to mitigate the present effects of discrimination on the basis of race, ethnicity, or sex in opportunities to participate on the District's contracts as either a Prime Contractor or a Subcontractor and to achieve equitable utilization of minority and women-owned business enterprises on District contracts.

Section 4. Coverage

The following provisions, together with relevant forms, will apply and be appended to every Construction Contract awarded by the District where the total approved expenditure is in

excess of one hundred thousand dollars (\$100,000.00), except contracts approved by the Board of Commissioners pursuant to Sections 11.4 and 11.5 of the District's Purchasing Act (70 ILCS 2605).

Section 5. Definitions

The meaning of these terms in this Revised Appendix D are as follows:

- (a) "Administrator" means the District's Affirmative Action Program Administrator.
- (b) "Affiliate" of an individual or entity means an individual or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the individual or entity. In determining affiliation, the District will consider all appropriate factors, including common ownership, common management, and contractual relationships.
- (c) "Annual Aspirational Goals" means the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs on District Construction Contracts.
- (d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, a limited liability company, or any other entity which has submitted a bid on a District contract.
- (e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.
- (f) "Calendar Days" in computing any period of time described herein, the day from which the period begins to run will not be counted (*e.g.*, if a notice is issued on a Monday, the countdown of days starts on Tuesday). When the last day of the period is a Saturday or Sunday, the period does not extend to the next day. Only in instances where District offices are closed in observance of a federal holiday, will the period extend to the next day.
- (g) "Construction Contract" means any District contract, agreement, or amendment thereto, providing for a total expenditure in excess of one hundred thousand dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation, and maintenance of real property and improvement thereon or sludge hauling, and any other construction related contract which the District deems appropriate to be subject to this Revised Appendix D.
- (h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by performing, managing, and supervising the work involved, or fulfilling responsibilities.
- (i) "Contract Goals" means the numerical percentage goals for MBE or WBE participation to be applied to an eligible District Construction Contract subject to this Revised Appendix D for the participation of MBEs and WBEs based upon the scope of work of the contract, the availability of MBEs and WBEs to meet the goals, and the District's progress towards meeting its annual MBE and WBE goals.
- (j) "Dealer" means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

To be a dealer, the business must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A business that operates as a dealer in bulk items such as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers do not meet the definition of dealers.

(k) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(l) "Economically Disadvantaged" means an individual with a Personal Net Worth of less than \$2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the United States Department of Labor, Bureau of Labor Standards, beginning January 2008.

(m) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(n) "Expertise" means demonstrated knowledge, skills, or ability to perform in the field of endeavor in which certification is sought by the business as defined by normal industry practices, including licensure, where required.

(o) "Good Faith Efforts" means honest, fair, and commercially reasonable actions undertaken by a Prime Contractor to meet the MBE or WBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.

(p) "Hearing Officer" is an attorney licensed to practice in the State of Illinois and appointed by the Board of Commissioners to conduct hearings regarding a Prime Contractor's or Subcontractor's compliance or non-compliance with this Revised Appendix D.

(q) "Joint Venture" means an association of two or more individuals, or any combination of types of business enterprises and individuals numbering two or more, proposing to function as a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill, and knowledge, and in which the certified business 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 equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners, their relationship, and detailing their respective responsibilities on the contract.

(r) "Job Order Contract" or "JOC" means a business, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(s) "Local Business" means a business located within the District's geographic market area as established by the 2021 Disparity Study, namely the counties of Cook, DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.

(t) "Manufacturer" means a business that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder. Brokers and packagers do not meet the definition of Manufacturer.

(u) "Minority-owned Business Enterprise" or "MBE" means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more Minority Individuals.

(v) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African American – An individual having origins in any of the Black racial groups of Africa and is regarded as such by the African American community of which the individual claims to be a part.

(ii) Hispanic American – An individual having origins from Mexico, Puerto Rico, Cuba, and South or Central America and is regarded as such by the Hispanic community of which the individual claims to be a part, regardless of race.

(iii) Asian American – An individual having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the individual claims to be a part.

(iv) Native American – An individual having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(w) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's Personal Net Worth does not include the individual's ownership interest in a business entity seeking to do business with the District or other certified MBE or WBE, provided that the other business is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's Personal Net Worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other

retirement savings or investment programs, less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(x) "Prime Contractor" means a contractor that is awarded a District contract and is responsible for the completion of the entire District contract, including purchasing all materials, hiring and paying Subcontractors, and coordinating all the work.

(y) "Program" means the program provisions established by this Revised Appendix D.

(z) "Small Business Enterprise" means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business' previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.

(aa) "Socially Disadvantaged" means a Minority Individual or woman who has been subjected to racial, ethnic, or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social Disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(bb) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(cc) "Tier" refers to the relationship of a Subcontractor to the Prime Contractor. A Subcontractor having a contract with the Prime Contractor, including a material supplier to the Prime Contractor, is considered a "first-tier Subcontractor," while a Subcontractor's Subcontractor is a "second-tier Subcontractor", and so forth. The Subcontractor is subject to the same duties, obligations, and sanctions as the Prime Contractor under this Revised Appendix D.

(dd) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs and WBEs that the Bidder intends to use in the performance of a contract, the scope of work, and the dollar values or the percentages of the work to be performed.

(ee) "Vendor List" means the District's list of businesses that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Business Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the United States Small Business Administration.

(ff) "Women-owned Business Enterprise" or "WBE" means a local small business entity which is at least fifty-one (51) percent owned by one or more Socially and Economically Disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

Section 6. Non-Discrimination and Affirmative Action Clause

As a prerequisite to selection, a Prime Contractor must agree in its bid proposal for a Construction Contract subject to this Revised Appendix D to the following commitments:

- (a) It will not discriminate on the basis of race, sex, color, disability, age, religion, national origin, sexual orientation, veteran status, or any other legally protected characteristic in the bid solicitation for or purchase of goods in the performance of its contract.
- (b) It will actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs and WBEs.
- (c) It will undertake Good Faith Efforts in accordance with the criteria established in this Revised Appendix D to ensure that qualified MBEs and WBEs are utilized in the performance of the Construction Contract and share in the total dollar value of the contract in accordance with each of the applicable Contract Goals established by the District for the participation of qualified MBEs and WBEs.
- (d) It will require its Subcontractors at all Tiers to make similar Good Faith Efforts to utilize qualified MBEs and WBEs.
- (e) It will maintain records and furnish to the District all requisite information and reports for monitoring of compliance with this Revised Appendix D.
- (f) It will designate an individual to act as an affirmative action coordinator on its behalf to facilitate the review of all concerns related to the participation of MBEs and WBEs.

Section 7. Race and Gender-Neutral Measures to Ensure Equal Opportunities for All Prime Contractors and Subcontractors

The District will develop and utilize measures to encourage and facilitate the participation of all businesses engaged in District construction contracting activities. These measures will include but are not limited to:

- (a) Unbundling by dividing large dollar value contracts into smaller dollar value contracts to facilitate the participation of MBEs and WBEs as Prime Contractors.
- (b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested Prime Contractors and Subcontractors.
- (c) Providing timely information on contracting procedures, bid preparation, and specific contracting opportunities, including through an electronic system and social media.
- (d) Assisting MBEs and WBEs with training seminars on the technical aspects of preparing a bid for a District contract or otherwise participating on District Contracts.

- (e) Assisting businesses in overcoming barriers such as difficulty in obtaining financing and support for business development such as accounting, bid estimation, safety requirements, and quality control.
- (f) Prohibiting Prime Contractors from denying a subcontract to a MBE or WBE solely on the basis of that businesses inability to obtain the required performance bond.
- (g) Limiting the amount of insurance coverage required by a Prime Contractor for a subcontract to only that which is required for the portion of work to be performed by the Subcontractor.
- (h) Holding pre-bid conferences to explain the contract and to encourage Bidders to contact all available businesses about opportunities to perform as Subcontractors. The pre-bid conferences will be a mandatory requirement on all District contracts where this Revised Appendix D is applicable.
- (i) Adopting prompt payment procedures, including but not limited to, requiring that Prime Contractors promptly pay Subcontractors in compliance with Section 9 of the Local Government Prompt Payment Act, 50 ILCS 505/9, and investigating complaints or charges of excessive delay in payments.
- (j) Reviewing retainage, bonding, and insurance requirements to eliminate unnecessary barriers to contracting with the District.
- (k) Collecting information from Prime Contractors on District Construction Contracts which detail the bids received from all Subcontractors and the expenditures to Subcontractors on District Construction Contracts.
- (l) Developing a separate SBE program that is race and gender neutral which designates specific small dollar value contracts for bid only by certified SBE businesses.
- (m) Maintaining information on all businesses bidding on District contracts as both Prime Contractors and Subcontractors.
- (n) At the discretion of the Board of Commissioners, awarding a representative sample of District contracts without Contract Goals to determine MBE and WBE utilization in the absence of Contract Goals.
- (o) Referring complaints of discrimination against MBEs and WBEs to the appropriate authority for investigation and resolution.

Section 8. Support and Outreach

To provide optimal support to MBEs and WBEs desiring to participate on District contracts, the Administrator will facilitate support and outreach, which may be in-person and/or virtual as conditions permit, and may include the following:

- (a) Meeting with business organizations to engage in discussions regarding difficulties experienced by their members on District contracts and effective steps to minimize those difficulties.
- (b) Meeting with assist agencies and member businesses interested in working on District contracts to discuss upcoming opportunities.
- (c) Meeting with new vendors to provide information regarding completion of the District's vendor application and bid documents.
- (d) Meeting with Prime Contractors to collect feedback regarding their experiences under this Revised Appendix D.
- (e) Participation in mandatory pre-bid conferences, as applicable.
- (f) Hosting various seminars and support endeavors as the Administrator deems necessary for MBEs and WBEs to provide information on topics of interest, including financing, bonding, insurance, certification, bid estimation, safety requirements, and quality control.

Section 9. District Roles and Responsibilities

The District is responsible for promoting, supporting, and assisting in creating awareness of the Program such that it aides the Administrator in the implementation of the Annual Aspirational Goals, Contract Goals, and objectives of the Program. To reduce barriers to MBEs and WBEs participation on District contracts, all departments requesting bids, proposals, or any other solicitation governed by this Revised Appendix D will:

- (a) Provide notification of anticipated solicitations including the following information: the scope of work, experience required, insurance requirements, budget, schedule, bid specifications, and any other relevant information no later than fourteen (14) calendar days prior to the procurement announcement.
- (b) Evaluate anticipated solicitations to unbundle items or services to permit offers on quantities or scope of work less than the total requirement or the performance of discreet portions of the project, where feasible.
- (c) At least fourteen (14) calendar days before a solicitation will be advertised, forward a copy of the advertisement to the Administrator to ensure appropriate Program language has been included.
- (d) Ensure that all applicable provisions of the Program are included in bid specifications/proposals and contracts.
- (e) Monitor contracts to ensure compliance with the Program and provide notification to the Administrator in instances where problems with compliance arise.
- (f) Assist in the compilation of contract data for MBE and WBE availability and utilization.

(g) Provide the Administrator with a copy of, or independent electronic access to, the necessary information for each contract including, but not limited to, the contract value, pre-bid/pre-proposal sign in sheets, the bid or proposal results, any contract modifications, and an executed copy of the agreement.

(h) Notify the Administrator no later than ten (10) calendar days prior to any key post-award contract meetings or issues that could affect the Prime Contractor's ability to achieve the MBE or WBE commitment, such as contract kickoff meetings, monthly meetings, or meetings to address contract performance issues affecting MBE and WBE commitments.

(i) Require that each Prime Contractor submit to the Administrator, as part of its pay request process, the required Program information in the format required to ensure an accurate accounting of MBE and WBE participation.

(j) Support the Administrator by ensuring that Prime Contractors provide all necessary documents and information to close out the contract that provides a final accounting for MBE and WBE participation on the contract.

(k) Advertise contract opportunities via the District's website, and other avenues in consultation with the Administrator, where appropriate, to maximize MBE and WBE participation.

(l) Develop and advertise forecasts of upcoming procurement opportunities, including on an annual basis.

Section 10. Certification Eligibility

(a) The District is a self-certifying agency. In addition to issuing certifications, the District will accept certifications from the City of Chicago, Cook County, and other governmental agencies approved by the Administrator, issued within the last two (2) years of submittal. The District will verify a business' certification to ensure that the business meets the requirements of this Revised Appendix D. Any business that has been previously certified by the City of Chicago, Cook County, or another Administrator approved governmental agency shall be able to participate in an abbreviated verification process. Details regarding the abbreviated process will be maintained on the District's website.

(b) The verification permitted in Subsection (a) may take place in advance of the bid process or during the bid process. The District will maintain an online list of verified businesses.

(c) Only businesses that meet the criteria for certification as a MBE or WBE may be eligible for credit towards meeting Contract Goals. The business applying for District certification has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(d) Only a business owned by a Socially and Economically Disadvantaged individual is eligible to participate in the Program.

(i) The business' ownership by a Socially and Economically Disadvantaged individual must be real, substantial, and continuing, going beyond *pro forma* ownership of the business as reflected in ownership documents. The owner must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the business' operations, indispensable to the business' potential success, specific to the type of work the business performs, and documented in the business' records. The individual whose Expertise is relied upon must have a commensurate financial investment in the business.

(e) Only a business that is managed and controlled by a Socially and Economically Disadvantaged individual may be certified as a MBE or WBE.

(i) A business must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner. There can be no restrictions through corporate charter provisions, by-laws, contracts, or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner, without the cooperation or vote of any non-Socially and Economically Disadvantaged individual, from making any business decision, including making obligations or dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner must possess the power to direct or cause the direction of the management and policies of the business and to make day-to-day as well as long term decisions on management, policy, operations, and work.

(iii) The Socially and Economically Disadvantaged owner may delegate various areas of the management or daily operations of the business to individuals who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner must retain the power to hire and fire any such individual. The Socially and Economically Disadvantaged owner must exercise control over the business' operations, work, management, and policy.

(iv) The Socially and Economically Disadvantaged owner must have an overall understanding of managerial and technical competence, experience, and Expertise, directly related to the business' operations and work. The Socially and Economically Disadvantaged owner must have the ability to intelligently and critically evaluate information presented by other participants in the business'

activities and to make independent decisions concerning the business' daily operations, work, management, and policymaking.

(v) If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations require the owner to have a particular license or other credential to own or control the business, then the Socially and Economically Disadvantaged owner must possess the required license or credential. If federal, state, or local laws, regulations, statutes, or District ordinance, or other legal regulations does not require that the Socially and Economically Disadvantaged owner possess the license or credential, and the Socially and Economically Disadvantaged owner lacks such license or credential, this information will be a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner actually controls the business.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the business or prevents them from devoting sufficient time and attention to the affairs of the business, including the management and control of the business' day-to-day operations.

(f) Only an independent business may be certified as a MBE or WBE. An independent business is one whose viability does not depend on its relationship with another business. Recognition of an applicant as a separate entity for tax or corporate purposes is not sufficient to demonstrate that a business is independent. In determining whether an applicant is an independent business, the Administrator will:

(i) Evaluate relationships with non-certified businesses in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner of the applicant for MBE or WBE certification and non-certified businesses or individuals thereby associated compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified businesses to determine whether a pattern of exclusive or primary dealings with non-certified businesses compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified businesses with normal industry practice.

(g) All documentation submitted by an applicant will remain in the custody of the District pursuant to Local Records Act, 50 ILCS 205, whether or not the certification is approved.

(h) If it is determined by the Administrator that an applicant knowingly, willingly, and intentionally submitted false or misleading information during the verification process, the applicant will be referred to the appropriate law enforcement agency for investigation and prosecution, where applicable.

- (i) An applicant will be certified only for the specific types of work in which the Socially and Economically Disadvantaged owner for the MBEs and/or WBEs has the ability and Expertise to manage and control the business' operations and work.
- (j) An applicant will be certified only in the specific category for which they are applying. A business that is both a MBE and WBE will not automatically be certified as both if the application is submitted only in regards to one category.
- (k) The District will certify the eligibility of Joint Ventures involving MBEs and WBEs and non-certified businesses for credit towards a Contract Goal.
- (l) A business found to be ineligible may not apply for certification for two (2) years after the effective date of the final decision.
- (m) The certification status of all MBEs and WBEs will be reviewed every two (2) years by the Administrator. Failure of a business to seek recertification by filing the necessary documentation with the Administrator as required will result in decertification.
- (n) It is the responsibility of the certified business to notify the Administrator of any change in its circumstances affecting its continued eligibility, including change in ownership and licenses held by the business. Failure to do so will result in the business' decertification.
- (o) The Administrator will decertify a business that does not continuously meet the eligibility criteria.
- (p) Decertification by another agency will create a *prima facie* case for decertification by the District. The challenged business will have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

Section 11. Appeals

A business that has been denied certification or recertification, or that has been decertified by the Administrator may protest the denial or decertification by filing a written appeal with the Executive Director. The appeal must meet the following criteria:

- (a) **Timeliness of appeals.** The appeal must be received by the Executive Director within ten (10) calendar days of the date of the letter denying certification, recertification, or decertifying. The appeal must be received no later than 4:30 p.m. central time zone on the tenth (10) calendar day. Any appeal received after this time will not be considered timely and will be automatically denied.
- (b) **Form of appeals.** Appeals may be a type-written hardcopy document delivered to the District or may be attached to electronic mail sent directly to the Executive Director no later than 4:30 p.m. If the appeal is a hard-copy document, it must be addressed to the Executive Director and delivered to 100 E. Erie no later than 4:30 p.m.
- (c) **Content of appeals.** The appeal must clearly articulate the basis on which it is being made and consist only of a letter clearly explaining why the business believes that the

Administrator's decision should not be upheld. No new documents may be submitted for the Executive Director's consideration. Only documents already in the possession of the Administrator will be considered in the appeal to the Executive Director.

(d) **Decision on appeals.** The Executive Director will carefully review all documents including the written request for appeal and will render a decision within thirty (30) calendar days of receipt of a timely appeal. The Executive Director's decision will be the final decision on the matter and is not subject to appeal or review.

(e) **Denial of appeals.** A business found to be ineligible for certification may not reapply for certification for two (2) years after the date of the final decision issued by the Executive Director.

Section 12. Schedule of Goals for Minority and Women-Owned Business Enterprise Utilization

In fulfillment of this policy to provide MBEs and WBEs full and equitable opportunities to participate on District contracts as both Prime Contractors and Subcontractors, the District will establish Annual Aspirational Goals for MBE and WBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market area as established by the 2021 Disparity Study.

Section 13. Contract Goals

(a) The Administrator, based upon the information provided by the User Department, will establish Contract Goals for Construction Contracts based upon the availability of at least three (3) MBEs and three (3) WBEs registered on the District's Vendor List to perform the anticipated scope of work on the entire contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total Construction Contract cost is for the purchase of equipment, the Administrator may designate goals for only that portion of the contract relating to construction work and related supplies or modify the limitations on the credit for MBE and WBE suppliers.

(c) The Contract Goals will be designated in the contract documents.

(d) All contracts on which goals are placed will have goals that are narrowly tailored to the type of work being performed under the contract.

Section 14. Counting MBE and WBE Participation Towards Contract Goals

(a) A Bidder may achieve the Contract Goals by its status as a MBE or WBE, by entering into a Joint Venture with one or more MBEs and WBEs, by first-tier subcontracting a portion of the contract to one or more MBEs and WBEs, by direct purchase of materials or services from one or more MBEs and WBEs, or by any combination of the above.

(b) If a business is certified as both a MBE and a WBE, the Bidder may count the business' participation either toward the achievement of its MBE or WBE Contract Goal, but not

both. Participation by a business certified as both an MBE and a WBE cannot be split between the MBE and the WBE Contract Goal.

(c) When a MBE or WBE participates on a contract, the District will count only the value of the work actually performed by the MBE or WBE towards the Contract Goal.

(d) A Prime Contractor may count the entire amount of that portion of a contract that is performed by MBEs or WBEs own forces, including the cost of supplies and materials obtained and installed by the MBE or WBE for the work on the contract, and supplies purchased or equipment leased by the MBE or WBE used to directly perform the work on the contract, except supplies and equipment the MBE or WBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate.

(e) Where a Bidder or first-tier Subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator will review the profits and losses, initial capital investment, actual participation of the Joint Venture in the performance of the contract with its own forces and for which it is separately at risk, and other pertinent factors of the Joint Venture, which must be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE or WBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the Contract Goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Revised Appendix D. The MBE or WBE Joint Venture partner must have a history of proven Expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE or WBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE or WBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs or WBEs that will perform as first-tier Subcontractors will be counted towards meeting the Contract Goals.

(g) Only expenditures to a MBE or WBE that is performing a Commercially Useful Function will be counted towards the Contract Goals.

(i) A business is considered to perform a Commercially Useful Function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing; managing, and supervising the work involved. The business must pay all costs associated with personnel, materials, and equipment. The business must be formally and directly responsible for the employment, supervision and payment of its workforce, must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The business cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the business can be made through deductions by the

Prime Contractor. No family members who own related businesses are allowed to lease, loan, or provide equipment, employees, or materials to the business.

(ii) A business does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed to obtain the appearance of MBE or WBE participation. The Prime Contractor is responsible for ensuring that the business is performing a Commercially Useful Function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, and whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing, along with other relevant factors.

(iv) If a business subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a business is presumed not to be performing a Commercially Useful Function, the business may present evidence to the Administrator to rebut this presumption. If no rebuttal is presented, then the presumption will stand.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs or WBEs or first-tier Subcontractor MBEs or WBEs. No less than eighty-five (85) percent of their work must be performed with their own forces, through the use of its own management and supervision, employees, and equipment. If industry standards and practices differ, the business must furnish supporting documentation to rebut this presumption to the Administrator.

(i) Prime Contractors are prohibited from allocating MBE and WBE Subcontract work to items identified in a contract as allowances, contingencies, and unit price. Allocation by a Prime Contractor to these categories under the scope of work of a contract will result in the rejection of the Utilization Plan by the Administrator.

(j) Purchase of materials and supplies must be pre-approved if their purchase is related to Contract Goal attainment. The Bidder may count payments to MBE or WBE regular dealers or Manufacturers for Contract Goal attainment for no more than fifty (50) percent of each MBE or WBE goal, unless otherwise approved by the Administrator. If the Bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(k) If a business ceases to be certified during its performance on a contract, the dollar value of work performed under the contract with that particular business after it has ceased to be certified will not be counted.

(l) In determining achievement of Contract Goals, the participation of a MBE or WBE will not be counted until that amount, including retention, has been paid to the MBE or WBE.

Section 15. Utilization Plan Submission

(a) Compliance documents must be submitted as detailed in the bid solicitation. Failure to do so will render the bid non-responsive. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein.

(b) A Bidder must either meet the Contract Goals or establish its Good Faith Efforts to do so as described in this Revised Appendix D and the bid solicitation.

(c) Each Bidder must submit with its bid a completed and signed Utilization Plan that lists for each Subcontractor and supplier proposed to be used to perform the scope of work on the contract: the name; address; telephone number; electronic mail address; six-digit North American Industry Classification System code; a description of the work with contract item number; the dollar amount to be allocated to the business; the contact person of the business; and any other information required in the solicitation documents. Each Bidder's Utilization Plan must commit to MBE or WBE participation equal to or greater than each of the Contract Goals set forth in the bid solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the bid solicitation.

(d) Each Bidder must submit with its bid a signed MBE/WBE Subcontractor's Letter of Intent for each business proposed to meet the Contract Goals in the form specified in the bid solicitation, with a copy of each MBE or WBE current Letter of Certification from a state or local government or agency, or documentation demonstrating that the business is a MBE or WBE within the meaning of this Revised Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan will control. An original or scanned copy of the MBE/WBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder has failed to meet the Contract Goals, it must file a Waiver Request documenting its Good Faith Efforts to meet the Contract Goals as provided in the format described in the bid solicitation. Following submittal of a Waiver Request, the Administrator will require the Prime Contractor to file a Contractor Information Form and provide additional documentation of its Good Faith Efforts in attempting to fulfill such goals.

(i) Good Faith Efforts will include, but are not limited to:

(1) Attending the mandatory pre-bid conference conducted by the District to acquaint Prime Contractors with MBEs and WBEs available to provide relevant goods and services and to inform MBEs and WBEs of subcontracting opportunities on a contract.

(2) Reviewing the Vendor List of available MBEs and WBEs maintained by the District, as well as other state and local governments and agencies, prior to the bid opening to identify qualified MBEs and WBEs for solicitation for bids.

(3) Soliciting, not less than fifteen (15) calendar days before the bid opening date, through reasonable and available means (e.g., written notices,

advertisements on social media) MBEs and WBEs that can provide services in the anticipated scopes of subcontracting on the contract.

(4) Providing MBEs and WBEs with convenient and timely opportunities to review and obtain relevant plans, specifications, or terms and conditions of the contract to enable such MBEs and WBEs to prepare an informed response to a Prime Contractor solicitation and following up initial solicitations to answer questions and encourage MBEs and WBEs to submit bids.

(5) Negotiating in good faith with interested MBEs and WBEs that have submitted bids and thoroughly investigated their capabilities. Evidence of such negotiations includes: the names, electronic mail addresses, and telephone numbers of MBEs and WBEs with whom the Bidder negotiated; a description of the information provided to MBEs and WBEs regarding the work selected for subcontracting; and explanations as to why agreements could not be reached with MBEs and/or WBEs to perform the work. The Bidder may not reject MBEs and WBEs as being unqualified without sound reasons. That there may be some additional costs involved in finding and using MBEs and WBEs is not in itself a sufficient reason for a Bidder's failure to meet the Contract Goals, as long as such costs are reasonable.

(6) Selecting those portions of the contract consistent with the available MBEs and WBEs, including where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation.

(7) Making efforts to assist interested MBEs and WBEs in obtaining financing or insurance as required by the District for performance on the contract, when applicable.

(8) Using the services and assistance of the District; MBE and WBE assistance groups; local, state, and federal minority or woman business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs and WBEs.

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation may be grounds for the rejection of a bid submission or a Waiver Request.

(iii) Upon completion of the investigation, the Administrator will inform the Director of his or her findings.

(iv) Thereafter, the Administrator will determine whether to grant the Waiver Request based on the Bidder's Good Faith Efforts at the time of the bid submission.

(v) Where the Administrator determines that a Bidder has not made Good Faith Efforts, the Director will declare the bid submission non-responsive and reject the bid.

(f) A Prime Contractor's submission of a Utilization Plan that commits to MBE or WBE participation equal to or greater than the Contract Goals does not provide a basis for a higher bid, an increase in contract price, or a later change order.

(g) The requirement to submit a Utilization Plan and MBE/WBE Subcontractor's Letter of Intent applies when the individual project is awarded under a Job Order Contract.

(i) A Prime Contractor awarded a Job Order Contract must submit with each work order issued under such a contract its Utilization Plan that lists the name, address, telephone number, electronic mail address, and contact person for each MBE and WBE to be used on the work order, as well as a description of work to be performed and the dollar amount to be allocated to the MBE or WBE. The Prime Contractor must submit with each work order a MBE/WBE Subcontractor's Letter of Intent from each certified business.

(ii) A Prime Contractor awarded a Job Order Contract will be subject to the compliance monitoring provisions contained in this Revised Appendix D. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Prime Contractor has attained the Contract Goals for the completed portion of the Job Order Contract or that it has been unable to do so despite its Good Faith Efforts. Good Faith Efforts must be documented as provided in this Revised Appendix D.

Section 16. Bid Submission Compliance Review

(a) The Director, in coordination with the Administrator, will declare a bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan and signed MBE/WBE Subcontractor's Letter of Intent from each MBE and WBE listed on its Utilization Plan.

(ii) Failed to commit in its Utilization Plan to MBE and WBE participation equal to or greater than the Contract Goals unless the Bidder submitted with its bid a request a total or partial waiver of the Contract Goals.

(b) Where, after consultation with the Administrator, the Director determines that the Utilization Plan submitted by a Bidder is false or fraudulent, the bid will be rejected or, if the determination is made after the contract is awarded, the contract may be forfeited in accordance with the provisions of Article 28 of the General Conditions.

(c) Prior to the award of any contract, the Administrator will review the Utilization Plan, MBE/WBE Subcontractor's Letter of Intent, Letter of Certification, Contractor Information, and Waiver Request Form submitted by the apparent low Bidder and conduct any other investigation the Administrator deems appropriate to determine compliance.

(d) Within thirty (30) calendar days after request, the Prime Contractor must furnish executed copies of all MBE and WBE subcontracts to the Administrator. Subsequently, the Prime Contractor will obtain and submit a copy of all MBE and WBE contracts at all Tiers within five (5) calendar days of a written request.

(e) The Prime Contractor will set timetables for the use of its Subcontractors before ten (10) percent of the work is completed. Timetables may be modified during contract performance with the prior written approval of the Administrator.

(f) If requested by the Administrator, the Prime Contractor must submit a MBE and WBE work plan projecting the work tasks associated with a certified business' commitments prior to the award of the contract. The work plan must provide a description of the work to be subcontracted to MBEs and WBEs and non-certified businesses and the dollar amount, as well as the name of all Tiers of Subcontractors. The work plan will become a part of the Prime Contractor's commitment and the contract record and may not be changed without prior written approval of the Administrator.

Section 17. Mentor-Protégé Program

The mentor-protégé program has been designed to encourage Prime Contractors to actively participate in the development and mentoring of MBE and WBE businesses. To motivate Prime Contractors to participate in the mentor-protégé program, the District will include a three (3) percent Contract Goal credit towards the applicable mentee category on all contracts to which this Revised Appendix D is applied. In addition to providing mentoring opportunities, the mentor-protégé program will also provide increased access to resources which will facilitate improved economic growth and greater contracting opportunities for the MBE or WBE protégé. The following guidelines will apply to the mentor-protégé program:

(a) The mentor/Prime Contractor will indicate that it wishes to participate in the mentor-protégé program in its bid submission for a District contract. This indication will be considered as an application to participate in the mentor-protégé program, and the application will be subject to the review and approval of the Administrator.

(b) The mentor and protégé must have a relationship independent of the District that pre-exists the mentor/Prime Contractor's bid application. The District will not facilitate a relationship between a mentor and a protégé.

(c) To qualify as a mentor, the Prime Contractor must present evidence that it has been operating in the market in which the protégé conducts business for at least five (5) years; is in good financial standing as determined by its federal tax returns or audited financial statements; and has not been debarred, suspended, or had its business license revoked.

(d) To qualify as a protégé, the Subcontractor must be a MBE and WBE as defined in this Revised Appendix D. Additionally, the protégé must have at least one (1) year of work experience in the market in which the mentor conducts business.

(e) A mentor may only have a total of three (3) protégés at any given time, and no more than one (1) protégé per contract. This information must be provided to the Administrator at the time that the bid application is reviewed.

(f) A protégé may only have one (1) mentor at any given time. This information must be provided to the Administrator at the time that the bid application is reviewed.

(g) A business may not serve as a mentor and a protégé at the same time.

(h) The mentor and protégé must be separate and distinct businesses. The mentor cannot possess an ownership interest in the protégé business, nor can the businesses be otherwise affiliated outside of the mentor-protégé relationship, including any familial relationship. The Administrator will review and assess the nature of the relationship to ensure that this requirement is fulfilled.

(i) If the mentor-protégé agreement is terminated during the pendency of the District contract on which the mentor-protégé relationship has been approved, it is the obligation of the mentor/Prime Contractor to notify the Administrator within three (3) calendar days of the termination. Failure to notify the Administrator within this required timeframe may result in the mentor/Prime Contractor being prohibited from participating in the mentor-protégé program on future contracts. In the event of termination, the mentor/Prime Contractor will cease to receive any credit or recognition for work performed by the protégé/Subcontractor from the point the agreement has been terminated, separate from any credit or recognition for which it is otherwise entitled.

(j) In the event of termination of the original mentor-protégé agreement, the mentor will not be permitted to engage with another protégé for the same District contract. Likewise, no substitutions of a protégé will be permitted.

(k) Any application to the mentor-protégé program will be denied if, in the opinion of the Administrator, the mentor-protégé relationship presents no opportunity for professional benefit to the protégé, but instead serves only as vehicle for the mentor to receive Contract Goal credits on a District contract. The Administrator's decision on this matter will be final and is not subject to appeal or review.

(l) Violation of any of the provisions contained in this section will result in the mentor-protégé application being denied, or in the event that information pertaining to a violation is discovered after the application is approved, permission to participate in the mentor-protégé program will be revoked. The Administrator's decision on this matter will be final and is not subject to appeal or review.

Section 18. Contract Performance Compliance

(a) Following the award of a contract, the Administrator will review the Prime Contractor's compliance with its MBE and WBE commitments during the performance of the contract.

(b) The Prime Contractor will be required to submit the Affirmative Action Monthly MBE/WBE Status Report providing the information in the written format specified by the Administrator. Evidence of MBE and WBE Subcontractor participation and payments must be submitted as required to confirm Subcontractors' participation and payment. The Prime Contractor's failure to do so may result in a finding of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The Administrator reserves the right to require that the Affirmative Action Monthly MBE/WBE Status Report be submitted electronically via the compliance system upon notice.

(c) District contract compliance officers and auditors, or their designees, must have access to the Prime Contractor's and Subcontractor's Books and Records, including certified payroll records, bank statements, employer business tax returns, and all records including

all computer records and books of account to determine Prime Contractor and Subcontractor compliance with Program requirements. The District has the sole discretion to perform audits at any time and without notice to the Prime Contractor or Subcontractor. A Prime Contractor must provide the Administrator with any additional compliance documentation within ten (10) calendar days of receipt of a written request.

(d) If District personnel observe that any Subcontractor other than those listed on the Utilization Plan is performing work or providing materials or equipment for those MBE and WBE Subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing of an apparent violation and progress payments may be withheld. The Prime Contractor will have the opportunity to meet with the Administrator prior to a finding of non-compliance.

(e) The Prime Contractor is required to fill out the Supplemental Change Order Form or such other documents as the Administrator may require which details the names of the Subcontractors impacted and provides a description of the work and dollar amount of the change and the amended contract value. The Prime Contractor will submit the Supplemental Change Order Form along with any additional documents as required to the Administrator for approval.

(f) Where a partial or total waiver of the Contract Goals has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Contract Goals, and the Administrator will provide technical assistance with respect to such efforts. The Administrator will require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill the Contract Goals.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan without the prior written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE or WBE Subcontractor with its own forces or those of an Affiliate, a non-certified business, or another MBE or WBE. Failure to obtain the prior written approval of the Administrator will constitute a breach of the contract and subject the Prime Contractor to any and all available sanctions. Additionally, the participation of certified businesses that did not receive prior written approval by the Administrator will not be counted towards the Contract Goals.

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE or WBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

- (1) The listed MBE or WBE Subcontractor fails or refuses to execute a written contract.
- (2) The listed MBE or WBE Subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.

(3) The listed MBE or WBE is ineligible to work on public works projects because of suspension or debarment proceedings pursuant to federal, state, or local law.

(4) The Administrator has determined that the listed MBE or WBE Subcontractor is not a responsible contractor.

(5) The listed MBE or WBE Subcontractor voluntarily withdraws from the project and provides the Administrator with prior written notice of its withdrawal before a decision on certification eligibility by the Administrator is rendered.

(6) The listed MBE or WBE Subcontractor is ineligible to receive credit for the type of work required.

(7) The MBE or WBE owner dies or becomes disabled rendering the business unable to complete the work on the contract.

(8) Other good cause as determined in the Administrator's sole discretion.

(ii) Good cause does not include instances where the Prime Contractor seeks to terminate a MBE or WBE so that the Prime Contractor can self-perform the work or substitute another MBE or WBE or non-certified Subcontractor to perform the work.

(iii) The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request to terminate or substitute, and the detailed reasons for the request. The Prime Contractor must give the MBE or WBE five (5) business days to respond to the notice and advise the Administrator of the reasons, if any, why the MBE or WBE objects to the proposed termination and why the Administrator should approve the request to terminate. If required in a particular case as a matter of public necessity (e.g., safety), the Administrator may require a response period shorter than five (5) business days.

(iv) If the Prime Contractor proposes to terminate or substitute a MBE or WBE Subcontractor for any reason, the Prime Contractor must make Good Faith Efforts as defined herein to find a substitute MBE or WBE Subcontractor to meet its MBE or WBE contractual commitment. Its Good Faith Efforts must be directed at finding another MBE or WBE to perform or provide at least the same amount of work, material, or service under the contract as the original MBE or WBE to the extent necessary to meet the Contract Goals.

(v) The Prime Contractor must submit a MBE/WBE Subcontractor's Letter of Intent for each proposed new MBE or WBE Subcontractor.

(vi) The Administrator will review the substitution request and decide whether to grant the request based on the Prime Contractor's documented compliance with these provisions.

(h) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as demonstrated by its request for a progress payment, the Administrator will provide written notice to the Prime Contractor regarding the deficiency and progress payments may be withheld until compliance is achieved. If additional instances of non-compliance occur, subsequent progress payments may also be withheld pending compliance. Failure to meet the Contract Goals as stated on the Utilization Plan will be a *prime facie* case of non-compliance.

(i) In the event that a Prime Contractor fails to achieve the level of MBE or WBE participation described in its Utilization Plan as the result of the District's elimination of the work to be performed by a MBE or WBE, the Prime Contractor must notify the Administrator in writing and request an amendment of its Utilization Plan. A letter of release signed by the Subcontractor must be included with the request.

(j) The Contract Goal obligation extends to all contract work covered by change orders. The obligation to make Good Faith Efforts to meet the Contract Goal extends to the entire performance of the contract. When contract work is added, the Prime Contractor must award that work to the MBE or WBE listed in its Utilization Plan, if the original scope of work is to be performed by a MBE or WBE listed in the Utilization Plan. If the original listed MBE or WBE cannot perform the additional work, the Prime Contractor must make Good Faith Efforts to secure MBE or WBE Subcontractors to perform the additional contract work so that the goal percentage committed to in the contract is maintained or the Contract Goal is achieved.

(k) When the scope of Contract work is deducted, the Prime Contractor must make Good Faith Efforts to achieve the Contract Goal percentages committed to in the Contract.

(l) The Prime Contractor must notify the Administrator in writing within ten (10) calendar days of its determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE or WBE notice in writing, with a copy to the Administrator, of its intent to request a reduction in the scope of work, and the detailed reasons for the request. The Administrator will review the request for the reduction and decide whether to approve the request based on the Prime Contractor's documented compliance with these provisions.

(m) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten (10) percent of the original contract value, the Prime Contractor will increase the utilization of all MBEs or WBEs, where feasible, so that the total value of the percentage of work performed by MBEs or WBEs as to increased contract value bears the same relationship to the total value of the contract, as modified by change orders, as the percentage of MBEs or WBEs utilization committed to in the Prime Contractor's original Utilization Plan.

Section 19. Compliance System

All contractors are to comply with Diversity's electronic compliance and monitoring system for reporting purposes. Failure to comply with these requirements may result in a finding

of non-compliance by the Administrator pursuant to Section 20 of this Revised Appendix D. The reporting requirements include, but are not limited to:

(a) Prime Contractors are required to submit monthly Diversity spend numbers as well as make payments towards invoices submitted by Subcontractors, on a monthly basis.

(b) Subcontractors are required to submit invoices for their work and to acknowledge payment from Prime Contractors when received.

Section 20. Sanctions for Non-Compliance

(a) Where the Administrator believes that the Prime Contractor or Subcontractor has: committed fraud or made misrepresentations to the District; failed to comply with this Revised Appendix D or its contract; provided false or fraudulent documentation; or failed to comply with its Utilization Plan, the Administrator will notify the Prime Contractor and/or Subcontractor in writing of such determination of non-compliance and withhold up to one hundred (100) percent of the current progress or final payment due to the Prime Contractor. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or Subcontractor will have the right to meet with the Administrator within ten (10) calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or Subcontractor is complying.

(b) If the Administrator determines that the Prime Contractor and/or Subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator will refer the matter to the Executive Director. Upon review of the matter, the Executive Director may return the referral to the Administrator with direction on how to proceed or may direct that the Prime Contractor and/or Subcontractor participate in a Show Cause hearing on a date certain to explain why further sanctions should not be imposed.

(i) The Prime Contractor and/or Subcontractor will have ten (10) calendar days after receipt of the Show Cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer will be convened to provide the Prime Contractor and/or Subcontractor an opportunity to be heard with respect to the non-compliance. Within twenty (20) calendar days after the Executive Director's referral, the Hearing Officer will schedule a hearing to be held within twenty (20) calendar days of receipt of the referral. The District will carry the burden of proof as to non-compliance by a preponderance of the evidence. An official record will be kept with the Clerk of the District. All filings by the District or the Prime Contractor and/or Subcontractor should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer will conduct the Show Cause hearing and issue findings of fact, conclusions of law, and recommendations regarding disposition of the hearing.

Procedures and rules governing the Show Cause hearings will be followed as adopted by the Board of Commissioners.

(iii) All Show Cause hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties will be given the opportunity to present and respond to evidence. The Hearing Officer will conduct a fair hearing and maintain order and will abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within thirty (30) calendar days after the Show Cause hearing, the Hearing Officer will issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance, and recommendations with respect to any appropriate sanctions. The Executive Director will transmit the Hearing Officer's findings, conclusions, and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or Subcontractor's non-compliance with this Revised Appendix D including, but not limited to:

(1) Withholding up to fifty (50) percent of the current progress or final payment due the Prime Contractor until the Administrator determines that the Prime Contractor is in compliance. Following the withholding of up to fifty (50) percent of the current progress payment, up to one hundred (100) percent of further progress payments may be withheld until the Prime Contractor is found to be in compliance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE or WBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or Subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or Subcontractor from eligibility to bid on District Construction Contracts for a period of not less than one (1) year and not more than three (3) years. A business that is disqualified pursuant to the provisions of this Revised Appendix D will be precluded from participation on any District contract as a Prime Contractor, Subcontractor, and supplier for the period of disqualification. In cases involving the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months and not more than three (3) years for the second violation, and not less than two (2) years and not more than three (3) years for the third violation from the date of disqualification established by the Board of Commissioners' Order.

(3) Rejecting bid submissions by the Prime Contractor for other contracts not yet awarded when it is determined that the Prime Contractor participated in the use of false documentation, the making of false statements, or fraud or misrepresentation.

(4) For any MBE or WBE that has misrepresented its MBE or WBE status and failed to operate as an independent business performing a Commercially Useful Function, declaration by the Director that the MBE or WBE is ineligible to participate as a MBE or WBE in District contracts. A business that has been declared ineligible may not participate as a MBE or WBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE or WBE goal commitment that the Prime Contractor failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments at the sole discretion of the Administrator.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action, where applicable.

(c) The District's attorneys' fees and costs may be assessed against the Prime Contractor and/or Subcontractor where the Hearing Officer makes a finding that the Prime Contractor and/or Subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(d) Notice of sanctions imposed by the Board of Commissioners for violations of this Revised Appendix D by the Prime Contractor, Subcontractor, or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's website, publication in any type of media or newspaper publication, and direct notice by letter to governmental entities.

(e) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

Section 21. Federal Regulations

The provisions of this Revised Appendix D shall not apply to any contract in which there will be monetary contributions received from a federal agency and the requirements of the federal agency dictate automatic compliance with that agency's affirmative action program. No language contained in this Revised Appendix D shall be interpreted to diminish or supplant the Equal Employment Opportunity Commission requirements.

Section 22. Reporting and Review

The Administrator will provide biannual reports to the Board of Commissioners containing the following information:

(a) The level of MBE or WBE participation achieved during the prior calendar year or other time period on District Construction Contracts subject to this Revised Appendix D; and

- (b) Identification of any difficulties with the enforcement of this Revised Appendix D; and
- (c) Any recommendations with respect to improving the implementation of this Revised Appendix D.

Section 23. Sunset Provision

This Revised Appendix D will expire on December 31, 2027, unless the District finds its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against MBEs and WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the District's Chicago construction industry and geographic market area.

Section 24. Repeal of Prior Inconsistent Provisions

All enactments and provisions previously adopted by the Board of Commissioners with regard to affirmative action on Construction Contracts subject to this Revised Appendix D that are inconsistent with the provisions contained in this Revised Appendix D are hereby expressly repealed.

Section 25. Severability

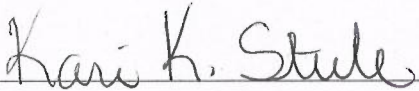
If any clause, sentence, paragraph, section, or part of this Revised Appendix D is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that judgment will not affect, impair, or invalidate the remainder of this Revised Appendix D and will be construed as if the clause, sentence, paragraph, section, or part had never been contained in this Revised Appendix D. The remaining language contained in this Revised Appendix D will remain in full force and effect. In lieu of such invalid, illegal, or unenforceable clause, sentence, paragraph, section, or part, there will be automatically added as part of this Revised Appendix D language as similar in its terms to such invalid, illegal, or unenforceable language as may be possible and be valid, legal, and enforceable.

Section 26. Effective Dates

This amendment to Revised Appendix D will be effective and apply to all bids for Construction Contracts advertised after December 31, 2022.


ADOPTED:

Exhibit A
Utilization Plan

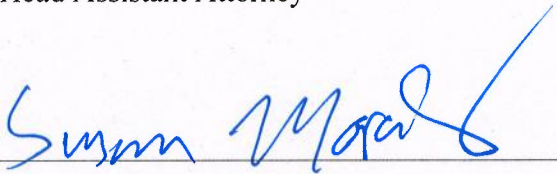


Kari K. Steele, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:



Head Assistant Attorney



General Counsel

Exhibit A
Utilization Plan

ADOPTED:

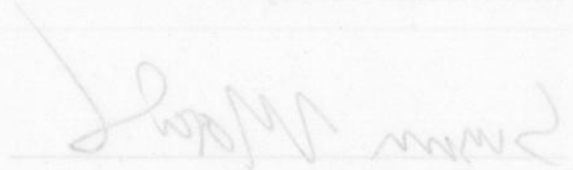


Karl K. Steele, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:



Elva Avery
Head Assistant Attorney



General Counsel

Exhibit B
MBE/WBE Subcontractor's Letter of Intent

Exhibit C
Assist Agencies List

ASSIST AGENCIES LIST

Metropolitan Water Reclamation District of Greater Chicago

African American Contractors Association (AACA)

Omar Shareef, Founder
7445 S. South Chicago – Suite 1F
Chicago, IL 60619
312-915-5960 Fax: 312-567-9919
aacanatlassoc@gmail.com

Asian American Small Business Association

John J. Lee
1600 Golf Rd. – Suite 1200
Rolling Meadows, IL 60008
773-545-0600 Fax: 773-545-5449
services.aasba@gmail.com

Association of Asian Construction Enterprises

Perry Nakachi
4100 S. Emerald
Chicago, IL 60609
847-525-9693 Fax: 312-666-1785
nakmancorp@aol.com

Black Contractors Owners and Executives (BCOE)

Jimmy Akintonde, President
Irma Holloway, Executive Director
7811 South Stony Island Avenue
Chicago, IL 60649
773-596-6499
admin@bcoechicago.org
exec@bcoechicago.org

Black Contractors United (BCU)

Kareem Broughton, President
Shyнетta Dockery, Executive Administrator
155 N. Michigan Avenue, Suite 300
Chicago, IL 60601
312-856-2738
shyнетta@blackcontractorsunited.com

Chatham Business Association, Small Business Development, Inc. (CBA)

Jennifer Adkins, Executive Director
800 E. 78th Street
Chicago, IL 60619
773-994-5006 Fax: 773-855-8905
jenniferadkins@cbaworks.org

Chicago Chinatown Chamber of Commerce

Jimmy Lee, President
2169B S. China Place
Chicago, IL 60616
312-326-5320 Fax: 312-326-5668
info@Chicagochinatown.org

Chicago Minority Supplier Development Council (CMSDC)

Debra Jennings-Johnson, President and CEO
216 W. Jackson Blvd. – Suite 600
Chicago, IL 60603
312-755-8880 Fax: 312-755-8890
djennings-johnson@chicagomsdc.org

Chicago Urban League (CUL)

Kevin Davenport, Program Manager of Entrepreneurship & Innovation
4510 S. Michigan Ave.
Chicago, IL 60653
773-451-3559, 773-451-3547
kdavenport@thechicagourbanleague.org

Coalition for United Community Action

Carl Latimer, President
2925 S. Wabash – Suite 102
Chicago, IL 60616
312-225-2085 Fax: 312-225-6298
cwlcuca@aol.com

Cosmopolitan Chamber of Commerce (CCC)

Cheronne M. Mayes, Executive Director
1631 S. Michigan Ave.
Chicago, IL 60616
312-971-9594
cmayes@cosmochamber.org

Council of Black Architecture & Engineering Companies

Julie Harris, Executive Director
30 Wall Street, 8th Floor
New York, NY 10005
jharris@cbaec.org

Elite SDVOB Network, Illinois Chapter

Dr. Jerry Bell Jr.
420 Lake Cook Road, Suite 104
Deerfield, IL 60015
815-641-7435
jerry.bell@jbj-businessgroup.com

Federation of Women Contractors (FWC)

Jaemie L. Neely, Executive Director
4210 W. Irving Park Road
Chicago, IL 60641
312-360-1122 Fax: 773-853-2042
jneely@fwcchicago.com

ASSIST AGENCIES LIST

Metropolitan Water Reclamation District of Greater Chicago

Hire 360 Chicago
Deborah Whitaker, Director of Business Development
2540 S. State Street
Chicago, IL 60616
312-575-2513
dwhitaker@hire360chicago.com

Hispanic American Construction Industry (HACIA)
Jackie Gomez, Executive Director
650 W. Lake St. – Suite 415
Chicago, IL 60607
312-575-0389 Fax: 312-575-0544
jgomez@haciaworks.org

Illinois Black Chamber of Commerce
Larry Ivory, Chairman
411 Hamilton Blvd., Suite 1404
Peoria, IL 61602-1144
309-740-4430 Fax 309-672-1379
larryivory@illinoisblackchamber.org

Illinois Department of Commerce and Economic
Opportunity
Kristin A. Richards, Director
555 W. Monroe Street, 12th Floor Chicago, IL 60661
312-814-7179
kristin.richards@illinois.gov

Illinois Hispanic Chamber of Commerce
Jaime di Paulo, President & CEO
222 W. Merchandise Mart Plaza #1212
Chicago, IL 60654
312-425-9500 Fax: 312-425-9510
jaime@ihccbuisness.net

LGBT Chamber of Commerce
Travis Hooker, VP of Finance
4753 N. Broadway
Chicago, IL 60640
773-303-0167
hello@lgbtcc.com

National Association of Women BusinessOwners of
Greater Chicago (NAWBO)
Melissa Lagowski, Executive Director
4500 W. Peterson Avenue, Suite 105
Chicago, IL 60646
773-741-4955
melissa@nawbochicago.org

Native American Chamber of Commerce of Illinois
Andrew Johnson, Executive Director
100 N. Riverside Plaza #1670
Chicago, IL 60606
andrew@nacc-il.org

Northwest Hispanic Chamber of Commerce
Ivette Cano, President
2000 Sbc Center Dr,
Hoffman Estates, IL 60192
224-499-1282
ivette.cano.re@gmail.com
nwhcc.info@gmail.com

Professional Women in Construction
Jean Wine – President
c/o Fox Swibel Levin & Carroll
200 W Madison Street, 30th Fl
Chicago, IL 60606

Rainbow PUSH Coalition: International Trade Bureau
John Mitchell, Chief of Staff
930 E. 50th Street
Chicago, IL 60615
773-373-3366 Fax: 773-373-3571
jmitchell@rainbowpush.org

(U.S.) Small Business Administration (SBA)
Rosalyn Putham, Supervisory Business Opportunity
Specialist 332 S. Michigan, Suite 600
Chicago, IL 60661
312-353-5037 Fax: 312-886-5688
rosalyn.putham@sba.gov

United States Minority Contractors Association
(USMCA)
Larry S. Bullock, MPA, MDiv, President-CEO
1250 South Grove Avenue, Suite #200
847-708-1597 Fax: 847-382-1787
larry.bullock@usminoritycontractors.org

USMCA- National Veterans Organization
Elmer Rhodes, President Veterans Affairs Division
630-963-4700
erhodes@x-rhodes.com

ASSIST AGENCIES LIST

Metropolitan Water Reclamation District of Greater Chicago

National Association of Minority Contractors (NAMC)
Chicago Chapter
Curtis L. Johnson, President
708-543-9751
curtis@namcchicago.org
www.namcchicago.org

Women's Business Development Center
Donna Beasley, Director of Government Contracting
Services
8 S. Michigan Ave. – Suite 400
Chicago, IL 60603
312-853-3477 ext. 680 Fax 312-853-0145
dbasley@wbdc.org

Veterans Chamber of Commerce
Frank Gutierrez, Board President
Website: veteranchamber.org
773-540-6478
frank@veteranchamber.org

Women Construction Owners & Executives (WCOE)
Mary Kay Minaghan, Local Lobbyist
308 Circle Avenue Forest Park, IL 60130
708-366-1250
mkm@mkmservices.com

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**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE/WBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(u); WBE - Section 5(ff); SBE - Section 5(z).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE/WBE Subcontractor's Letter of Intent furnished to all MBEs and WBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE/WBE Utilization Plan and all signed MBE/WBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-4 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: _____

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: _____

Total Bid: _____

**MBE/WBE UTILIZATION PLAN AND ALL SIGNED MBE/WBE
SUBCONTRACTOR'S LETTER OF INTENT MUST BE
COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!**

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

(Attach additional sheets as needed)

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE/WBE Utilization Plan and the MBE/WBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

(Attach additional sheets as needed)

SIGNATURE SECTION

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs and WBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

- 1) **The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**
- 2) **Failure to do so will result in a nonresponsive bid and rejection of the bid.**
- 3) **If a waiver is requested, the bidder must also complete the following “WAIVER REQUEST FORM.”**

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

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WAIVER REQUEST FORM

If a waiver is requested, the Bidder is required to sign and execute this page.

Contract No.: _____

Name of Bidder: _____

Contact Person and Phone Number: _____

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 15 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE/WBE Utilization Plan or achieve a particular goal for MBE/WBE participation in the contract. The reasons for the request are as follows:

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs and WBEs listed in the MBE/WBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

NOTE TO BIDDERS

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.

Good Faith Efforts are identified on pp. D21-D22, Section 15. Utilization Plan Submission (e), (i) (1)-(8).

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

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MBE/ WBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) _____ and the MWRDGC

RE: Contract Name: (Insert Name) _____

Contract Number: (Insert Number) _____

From: (Name of MBE/WBE Firm) _____ MBE: Yes ___ No ___
WBE: Yes ___ No ___

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

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

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

The above described performance is offered for the following total price:

\$ _____
(Written in Figures) (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

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

Name/Title (Print)

Date _____ Phone _____

THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND REJECTION OF THE BID.

All bidders shall submit with the Bid, copies of MBE/WBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE and WBE listed in its MBE/WBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE and WBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE and WBE is a MBE or WBE within the meaning of this Revised Appendix D. Failure to submit the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE/WBE Subcontractor's Letter of Intent must conform to the MBE/WBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE/WBE Subcontractor's Letter of Intent will be acceptable.

The MBE/ WBE Utilization Plan and the MBE/ WBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

- 1) MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) CERTIFICATE OF COMPLIANCE**

MPLA-CC-01

**GENERAL REQUIREMENTS UNDER THE
MULTI-PROJECT LABOR AGREEMENT**

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

- (1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
- (2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association Pipefitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 6, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

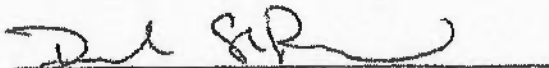
[Remainder of page intentionally left blank. Signature page follows.]

September 6, 2017

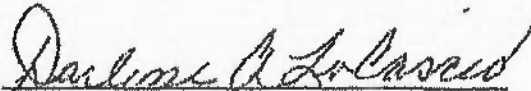
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 10TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

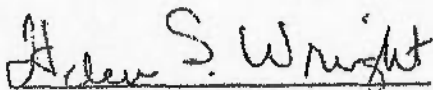


David St. Pierre
Executive Director
Management



Darlene A. LoCascio
Director of Procurement and Materials

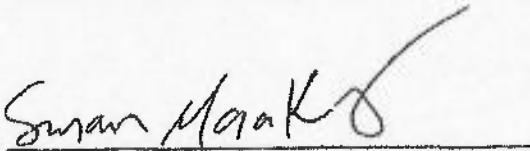
Approved as to Form and Legality



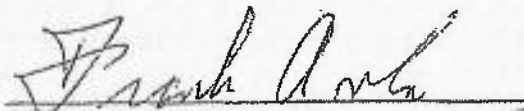
Helen Shields-Wright
Head Assistant Attorney



Jacqueline Torres
Director of finance/Clerk



Susan T. Morakalis
Acting General Counsel

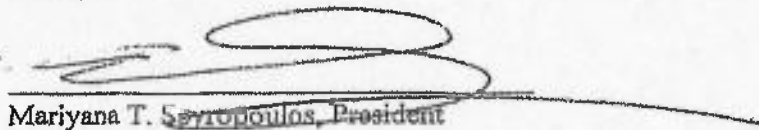


Frank Avila
Chairman of Finance



Mariyana T. Spyropoulos
Chairman, Committee on Labor and
Industrial Relations

Approved



Mariyana T. Spyropoulos, President

MWRD PLA

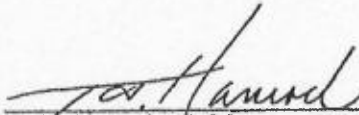
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731
Labor Organization

APPROVED:


Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.
Labor Organization

APPROVED:



his Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local # 23
Labor Organization

APPROVED:


Its Duly Authorized Officer

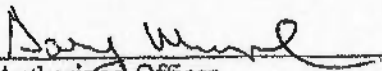
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roofers + Water Proofer's #11
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130UA
Labor Organization

APPROVED:

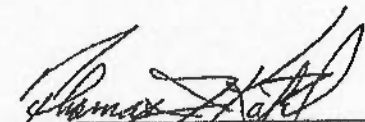
James F. Coyne
Its Duty Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:



Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:


Its Duly Authorized Officer

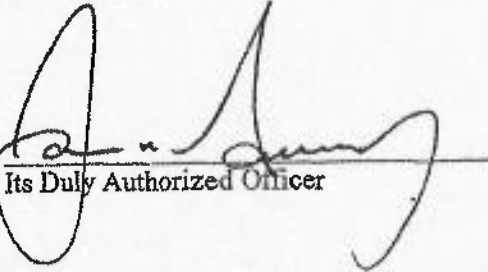
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER ISO
Labor Organization

APPROVED:



Its Duly Authorized Officer

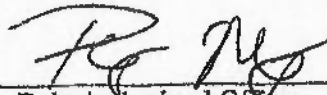
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Machinists Local 126
Labor Organization

APPROVED:



Its Duly Authorized Officer

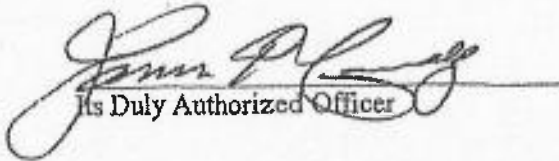
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGIER LOCAL #136
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURA PLA

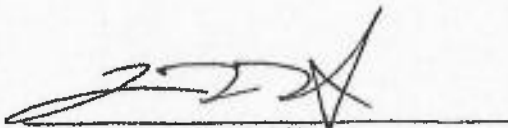
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Iron Workers #63
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

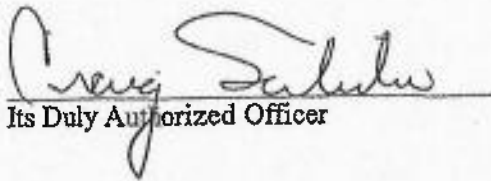
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 25th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: FRON WORKERS #1
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat + Frost Insulators Local #17
Labor Organization

APPROVED:

Wm. J. Magin
Its Duly Authorized Officer

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEC LOCAL 2
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA


September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBCW
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: CAROL MASON & PLASTER'S
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD P&A

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: CARPENTERS
Labor Organization

APPROVED:

Frank J. Kelly
Its Duly Authorized Officer

MWRD PLA

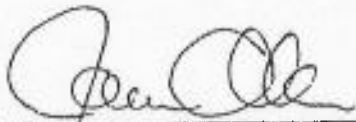
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: BRICKLAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

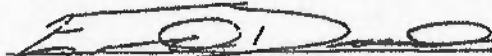
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 007C
Labor Organization

APPROVED:



Its Duly Authorized Officer

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

Freedom of Information Act (FOIA)/Category of Records

September 6, 2017

APPENDIX B

**JOINT CONFERENCE BOARD
STANDARD AGREEMENT
6/1/15 – 5/31/20**

**Construction Employers' Association
And
Chicago & Cook County Building &
Construction Trades Council**

**The Standard Agreement
between
The Construction Employers' Association
and
The Chicago & Cook County
Building & Construction Trades Council
Establishing
The Joint Conference Board**

CHRONOLOGY

ADOPTED NOVEMBER 18, 1926
AMENDED AND READOPTED JANUARY 11, 1929
AMENDED AND READOPTED JUNE 24, 1942
READOPTED APRIL 28, 1947
AMENDED AND READOPTED MARCH 19, 1952
READOPTED FEBRUARY 12, 1957
AMENDED AND READOPTED MAY 13, 1958
AMENDED AND READOPTED FEBRUARY 11, 1960
AMENDED AND READOPTED MAY 21, 1963
AMENDED NOVEMBER 16, 1965
AMENDED MARCH 14, 1967
AMENDED AND READOPTED MARCH 4, 1968
AMENDED AND READOPTED NOVEMBER 11, 1971
READOPTED NOVEMBER 20, 1973
READOPTED DECEMBER 12, 1978
READOPTED APRIL 12, 1983
READOPTED MARCH 31, 1988
AMENDED AND READOPTED APRIL 25, 1989
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994
AMENDED AND READOPTED JUNE 1, 1999
AMENDED APRIL 1, 2003
AMENDED AND READOPTED JUNE 1, 2004
AMENDED AND READOPTED JUNE 1, 2005
AMENDED AND READOPTED JUNE 25, 2008
AMENDED AND READOPTED FEBRUARY 15, 2010
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

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PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

ARTICLES OF AGREEMENT

ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 -- At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'
ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
AF477AAFA0084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3CD8086A8D40E

BY Thomas Villanova

**CERTIFICATE OF COMPLIANCE
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I _____ (name of Company) hereby acknowledge that I have read the Metropolitan Water Reclamation District of Greater Chicago’s 2017 Multi Project Labor Agreement (MPLA). I certify that my company and all subcontractors are in compliance with the MPLA in that my company and all subcontractors agree to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliate with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council , or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereinafter referred to as a “participating trade group”) for all applicable work.

My company is currently a signatory with the following trade groups:

(e.g. Operating Engineers 150) _____

If bidder is not currently signatory with a participating union or labor organization, complete one of the following:

____ The work to be performed by my company will occur at the company’s facility and is exempt from the application of the MPLA. All other work for which the MPLA is applicable will be performed by signatories to the following participating trade groups: _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

____ I commit to comply with the MPLA by entering into a collective bargaining agreement with the following participating trade group(s): _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary).

Name of Company

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

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APPENDIX I

ILLINOIS WATER POLLUTION CONTROL REVOLVING FUND REGULATIONS

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APPENDIX I

ILLINOIS WATER POLLUTION CONTROL REVOLVING FUND REGULATIONS

1) Audit; Access to Records:

- A) The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with generally accepted accounting principles. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under Section 365.420(b)(2) of the Illinois Administrative Code and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the IEPA, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The Contractor shall provide facilities for access and inspection.
- B) For a formally advertised, competitively awarded, fixed price contract, the Contractor shall include access to records as required by subsection (1)(A) for all negotiated change orders and contract amendments in excess of \$150,000 that affect the contract price. In the case of all other prime contracts, the Contractor shall agree to include access to records required by subsection (1)(A) in all contracts and all tier subcontracts or change orders in excess of \$150,000 that are directly related to project performance.
- C) Audits shall be in accordance with auditing standards generally accepted in the United States .
- D) The Contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (1)(A). When the audit concerns the Contractor, the auditing agency shall afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- E) The records required by subsection (1) (A) shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim, or exception.
- F) The right of access generally be exercised with respect to financial records under:
- i) negotiated prime contracts;
 - ii) negotiated change orders or contract amendments in excess of \$150,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii) subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i) with respect to records pertaining directly to contract performance, excluding any financial records of the Contractor; and
 - ii) if there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against Contingent Fees

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

3) Wage Provisions

The Contractor shall pay prevailing wages in accordance with the federal Davis-Bacon wage provisions, "AN ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city, or any public body or any political subdivision or by anyone under contract for public works" (Ill. Rev. Stat. 1987, ch. 48, pars. 39s-1 et seq.).

(A) Minimum wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage

determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)1(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determination from the U.S. Department of Labor's web site, www.wdol.gov.

- (ii)(a) The subrecipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove

every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (B) Withholding, the subrecipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor,

or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(C) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics, including guards and watchmen, working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and

wage rates prescribed in the applicable programs.

- (ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to IEPA indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient for transmission to IEPA or USEPA, if requested by USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient.
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.
 - (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site, shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make

such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(D) Apprentices and trainees –

- (i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the

full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually

performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(E) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(F) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(G) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(H) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) The subrecipient shall periodically interview a sufficient number of employees entitled to Davis-Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request.

(ii) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon Act posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient must conduct

interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon Act. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(iii) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon Act posed by contractors and subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon Act. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(iv) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(v) Subrecipients must immediately report potential violations of the Davis-Bacon Act prevailing wage requirements to the USEPA Davis-Bacon Act contact listed above and to the appropriated Department of Labor Wage and Hour District Office listed at

<http://www.dol.gov/esa/contacts/whd/america2.htm>.

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

(J) Certification of eligibility.

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

As used, the terms laborers and mechanics include watchmen and guards.

(K) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(L) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such

liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(M) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

4) DBE (MBE/WBE) Requirements

The Contractor must meet the intent of USEPA's Disadvantaged Business Enterprise (DBE) program (40 CFR part 33).

The Contractor must provide evidence that he has taken affirmative steps, such as, but not limited to, a copy of the advertisement(s) and the record of negotiation in accordance with federal Executive Orders 11625 and 12138, to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services.

5) Debarred or Suspended Provisions

Successful bidder(s) shall submit certification of compliance with Federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.

6) Subcontracts under Construction Contract

The award or execution of all subcontracts by a prime Contractor and the procurement and negotiation procedures used by such prime Contractor in awarding or executing such subcontracts shall comply with:

- A) All provisions of federal, State and local law;
- B) All provisions of this Part with respect to fraud and other unlawful or corrupt practices; and
- C) All provisions of this Part with respect to access to facilities, records and audit of records.
- D) The provision requiring a certification that the services of anyone that has been debarred or suspended under federal Executive Order 12549 will not be used for construction work.

7) Certification

- A) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:
 - i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and
- B) Each person signing the bid shall certify that:
 - i) He is the person in the bidder's organization responsible for the decision as to the prices being bid and that he has not participated, and will not participate,

in any action contrary to subsection (7)(A) above; or

- ii) He is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsection (7)(A) above, and as their agent shall also certify. He shall also certify that he has not participated, and will not participate, in any action contrary to subsection (7)(A) above.

8) Access

The Contractor, and all sub-tier contractors, shall provide the Auditor General, the owner, the IEPA, or any of their duly authorized representatives with access to the work and sites of work under this project, including access to any books, documents, papers, and records of the contractor or subcontractor which are pertinent to the project. The Contractor shall provide facilities for such access and inspection when requested.

9) Contractor Bankruptcy

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

10) Non-discrimination Provisions

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

11) Requirements Specific to Build America, Buy America Act (BABA)

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“BABA”). The purpose of BABA is to ensure that federally funded infrastructure projects only utilize iron, steel, manufactured products, and construction materials produced in the United States. The requirement to use products produced in the United States applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems. Since Illinois’ Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) utilize federal funds, loan recipients must use iron, steel, manufactured products, and construction materials that are produced in the United States. Guidance is available on USEPA’s website: <https://www.epa.gov/cwsrf/build-america-buy-america-baba>. Waivers from the requirements are available under certain circumstances. BABA requires the following:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Final Manufacturer Certification – The final manufacturer that delivers the iron and steel products to the worksite or contractor, provides certification that all manufacturing processes occurred in the US.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA only applies to items that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at project completion. BABA does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure. BABA requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds under one or more awards.

Construction Materials includes an article, material, or supply that consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;
- lumber; or
- drywall.

Construction Materials does NOT include items made primarily of iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. (See 11.2 for definition of covered manufactured products.)

Requirements Specific to Iron and Steel

The existing American Iron and Steel (AIS) Requirements will continue as part of BABA. An iron or steel product is one of the items listed below and is made primarily of iron or steel that is permanently incorporated into the public water system or treatment works.

- Pipes (lined or unlined) and pipe fittings
- Pipe clamps and restraints
- Valves
- Structural steel
- Hydrants
- Flanges
- Tanks
- Reinforced precast concrete
- Manhole Covers and other municipal castings such as valves boxes, drainage grates, bollards, etc.
- Construction materials such as trusses, wire, grating, wire, ductwork, fence tubing, wall panels, etc.

For one of the listed iron or steel products to be considered subject to the BABA requirements, it must be made of greater than 50% iron or steel, measured by the material costs. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels. AIS Guidance is available at: <https://www2.illinois.gov/epa/topics/grants-loans/staterevolving-fund/guidance/Pages/american-iron-and-steel-requirements.aspx>.

Recordkeeping and Documenting the Country of Origin for Iron, Steel, Manufactured Products, & Construction Materials used in Loan Funded Projects

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the BABA requirements. USEPA recommends loan recipients use a "Step Certification" process to ensure that producers adhere to the BABA requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron, steel, manufactured products, or construction materials certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification can be quite simple if it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation Page 64 of 68 may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Records from the manufacturer should refer to specific items such as pipes, valves,

meters. Try to avoid records containing broad statements such as, "All products delivered were USA made".

Regardless of the method, documents regarding the country of origin for all covered items should be collected and maintained by the loan recipients. Having a good paper trail is invaluable during an inspection or audit.

Sample Certification Letter

Below is a sample step certification letter for BABA compliance. The completed letter is provided to the construction contractor or loan applicant by the supplier, fabricator, manufacturer, etc. of covered products. Documentation must be provided on company letterhead.

Company Letterhead

Date

Company Name
Company Address
City, State Zip

Subject: Build American, Buy America Act Step Certification for Project XX-XXX-XX

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc., or all manufacturing) process(es) for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the federal Build America, Buy America Act requirements as required in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. _____
2. _____
3. _____

Such process took place at the following location(s) (include City and State):

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the Engineer.

Signed by company representative
Printed Name

12) Employment of Illinois Workers on Public Works Act:

The Employment of Illinois Workers on Public Works Act comes into effect following two consecutive months of a state unemployment rate above 5 percent. More information about the Employment of Illinois Workers on Public Works Act can be found here: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>.

The Employment of IL Workers on Public Works Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on public works projects live in the state. The requirement applies to all labor on public works projects or improvements. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works project financed in whole or in part by federal funds administered by the state of Illinois is covered under the provisions of this act.

13) Illinois Works Jobs Program Act – Apprenticeship Initiative Information for Contractors Summary:

The Illinois Works Jobs Program Act, 30 ILCS 559/Art. 20, is a statewide initiative to ensure that all Illinois residents have access to State capital projects and careers in the construction industry and building trades and to provide contracting and employment opportunities to historically underrepresented populations in the construction industry. This will be accomplished through three programs created by the Illinois Works Jobs Program Act: the Illinois Works Apprenticeship Initiative, the Illinois Works Pre-Apprenticeship Program, and the Illinois Works Bid Credit Program. Additional information is available at the following website: <https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.

The goal of the Illinois Works Apprenticeship Initiative (“10% apprenticeship goal”) is that for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing

wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The 10% apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. A determination was made that this requirement also applies to IEPA loans. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Certification: Apprentices are required to be U.S. Dept. of Labor certified (not limited to pre-apprentice program graduates).

Applicability

If a project is estimated to received \$500,000 or more of State Capital Funding for the Project:

If the state’s contribution to the project amount equals 50% or more of the cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the cost for the project, the 10% apprenticeship requirement applies only to prevailing wage eligible work being funded from state funds.

The Project has less than \$500,000 of State Capital Funding, but the Total Estimated Project Cost is \$500,000 or more:

If the state’s contribution to the project amount equals 50% or more of the estimated cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the estimated cost for the project, the 10% apprenticeship requirement does not apply.

Total Estimated Project Cost is less than \$500,000:

The 10% apprenticeship requirement does not apply. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Waivers from the Requirements: If goals cannot be met, the state has discretion to grant waivers, reductions or to hold public hearings on the issue. Factors to be considered include the scale of the project and whether the contractor or subcontractor seeking the action has previously requested

reductions or waivers. A waiver form is available on the IEPA website at: <https://www2.illinois.gov/epa/Documents/epa-forms/water/financial-assistance/apprenticeship/Waiver-Request.pdf>. The form can also be obtained from DCEO.

Reporting: The Illinois Works Apprenticeship Initiative Periodic Reporting Form shall be submitted quarterly. An example quarterly reporting form (Page 1 of 3) is attached. A fillable version is available on the IEPA website: <https://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Documents/ILLINOIS%20WORKS%20APPRENTICE-SHIP%20INITIATIVE%20QUARTERLY%20PERIODIC%20REPORT%20072022.pdf>

Contractors should coordinate with the loan applicant and their consultant for further instructions regarding these forms. Loan applicants are ultimately responsible for reporting quarterly labor hours to the state, but coordination with their contractor is essential. All loan funded projects are subject to payment of Davis Bacon wages.

For general apprenticeship questions, please contact the Illinois Works Office at: CEO.ILWorks@Illinois.gov.

The Contractor shall also complete applicable sections of the Illinois Works Apprenticeship Initiative Budget Supplement Form and submit to the Loan applicant (MWRD) prior to the start of construction. A fillable version of the form is available on the IEPA website: <https://www2.illinois.gov/epa/Documents/epa-forms/water/financial-assistance/apprenticeship/Budget-Supplement.pdf>

APPENDIX V

VETERAN-OWNED BUSINESS ENTERPRISE

CONTRACTING POLICY REQUIREMENTS

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APPENDIX V

VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

Section 1. Purpose

The purpose of the Veteran-Owned Business Enterprise Contracting Policy (“Policy”) is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago (“District”) for veteran-owned and operated small business enterprises.

Section 2. Definitions

- (a) “Contract Goals” means the numerical percentage goals for MBE, WBE, and VBE participation to be applied to an eligible District contract subject to Affirmative Action Ordinance Revised Appendix D of the Metropolitan Water Reclamation District of Greater Chicago and this Appendix V for the participation of MBEs, WBEs, and VBEs based upon the scope of work of the contract and the availability of MBEs, WBEs, and VBEs to meet the goal, and the District’s progress towards meeting its annual MBE and WBE goals.
- (b) “Eligible Veteran” means an individual who has been a member of the armed forces of the United States and served for a total of at least six (6) months, or for the duration of hostilities regardless of the length of engagement, and
 - (i) was discharged on the basis of hardship; or
 - (ii) was released from active duty because of a service-connected disability; or
 - (iii) was discharged under honorable conditions.

Former members of the military with the following type of discharges are excluded from the Policy:

- (i) dishonorably discharge; or
 - (ii) bad conduct discharge; or
 - (iii) general discharge under other-than-honorable conditions.
- (c) “Good Faith Efforts” means honest, fair, and commercially reasonable actions undertaken by a prime contractor or consultant to meet the VBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.
 - (d) “Local Business” means a business located within the District’s geographic market area as established by the 2021 Disparity Study, namely the counties of Cook , DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.
 - (e) “Minority-owned Business Enterprise” or “MBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more minority individuals.

- (f) “Small Business Enterprise” or “SBE” means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business’ previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.
- (g) “Veteran-owned Business Enterprise” or “VBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more eligible veterans, or in the case of a publicly held corporation, at least fifty-one (51) percent of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.
- (h) “Women-owned Business Enterprise” or “WBE” means a local small business entity which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

Section 3. Certification Eligibility

- (a) Only a business owned, managed, and controlled by an Eligible Veteran may be certified as a VBE.
 - (i) Ownership by one or more Eligible Veterans must be direct and unconditional; and
 - (ii) Subsidiaries owned or controlled by one or more Eligible Veterans is not acceptable.
- (b) For the purposes of this policy, there is no distinction between service-disabled and non-service disabled veteran-owned businesses.

Section 4. Contract Goals

- (a) The standard Contract Goal for VBEs is three (3) percent, unless otherwise specified in the language of the contract, specifically the Invitation to Bid. This goal is applicable to contracts awarded by the District where the total approved expenditure is in excess of one hundred thousand dollars (\$100,000.00).
- (b) VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals. An Eligible Veteran who is also a MBE or WBE may be utilized to fulfill the MBE, WBE, and VBE Contract Goals, as applicable. However, the three (3) percent VBE Contract Goal must be fulfilled in addition to the MBE and WBE Contract Goals set forth.
- (c) If a MBE or WBE is utilized to accomplish the VBE Contract Goal, the VBE commitment amount must be entered as a separate dollar amount on all contract documents.

- (d) VBE Contract Goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District's vendor list that are capable of performing the anticipated subcontracting functions of the contract.

Section 5. Good Faith Efforts

A prime contractor must undertake Good Faith Efforts to ensure that qualified VBE businesses are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the contractor may have the capability to complete the contract without the use of subcontractors.

Section 6. VBE Commitment Form Submission

When completing a Utilization Plan for a contract bid document, a prime contractor must complete the VBE Commitment Form by doing the following:

- (a) Provide the name, contact information, and qualifications for prospective VBE businesses. Delineate the various anticipated categories and disciplines of services to be provided by VBE businesses and provide the dollar amount to be allocated to each business; and
- (b) Summarize commitment to comply with the VBE Contract Goal for the project. Compliance documents must be submitted as detailed in the bid solicitation. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein; and
- (c) Where a prime contractor or consultant is a business owned and controlled by a VBE or where the prime contractor or consultant utilizes a VBE in a joint venture or as a subcontractor, a prime contractor or consultant may count toward the achievement of its VBE Contract Goals the utilization of any VBE that also satisfies the definition of a SBE.

Section 7. Effective Date

This Policy is effective as of December 31, 2022 and applies only to qualifying contracts advertised after the effective date.

Adopted pursuant to an Order of the Board dated November 15, 2018

Revised May 1, 2023

VBE COMMITMENT FORM

1. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

2. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

3. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

4. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

* If a MBE or WBE will be utilized to accomplish the VBE Contract Goal, then the VBE commitment amount must be entered as a separate dollar amount. VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals.

Attach a copy of qualifications for each VBE business.

IMPORTANT NOTE TO BIDDERS AND NON-BIDDING PLANHOLDERS CHECKLIST FOR BIDDERS

- Bidders are notified to please read the entire contract documents and take the information into consideration when providing your bid.
- **Bidding documents are only available online, any addenda issued for this contract will be only available online at the District's website, www.mwrd.org. The path to obtain contract documents is as follows: Doing Business → Procurement and Materials Management → Contract Announcements.**
- The District assumes no liability or responsibility for the failure or inability of any Bidder to successfully download any and all contract documents, including but not limited to specifications, proposal forms and/or plans, as a result of any type of technological computer and/or software system failure or breakdown that restricts, prohibits or prevents successful downloading of any and all District contract documents by the Bidder, whether caused by the District or other parties, directly or indirectly.
- The bid is being submitted on the bid forms provided by the office of the District's Director of Procurement and Materials Management. **The Bidder is responsible to submit the contract documents back to the District as instructed in the Invitation to Bid page as an upload via the Euna portal.**
- The bid is complete when the Bidder has completed and signed the *Proposal* and *Affidavit pages*. The *Affidavit* has been properly signed and notarized. All signatures shall be in writing and no proposal will be considered unless it is so signed. **Photographic and/or stamped signatures are acceptable.** NOTE: other documents contained in the contract may be required to be filled out and properly executed. These documents will be listed on the Euna-2 page in the contract booklet.
- The bid deposit, if applicable, in proper form and in the correct dollar amount, has been included in the bid. The bid documents have been reviewed by the Bidder for proper instructions and information.
- If the contract includes the Affirmative Action Ordinance, Revised Appendix D, and/or Appendix V, the Bidder must ensure the following:
 1. Each Bidder must submit with their proposals a signed and completed Utilization Plan which lists each business intended to be used as a Minority-Owned Business Enterprise (MBE) and/or Women-Owned Business Enterprise (WBE) on pages UP-2 and UP-3 and supplemental pages as necessary. **The Bidder must sign the Signature Section on page UP-4.** Failure to submit a signed Utilization Plan will result in a bid being deemed non-responsive and the bid will be rejected. Also, if a Waiver is sought, the bidder is required to sign pages UP-4 and UP-5, the Waiver Request Form; failure to do so will be viewed as non-responsive and the bid will be rejected.
 2. Each Bidder must submit **with their bid package** a copy of the MBE and/or WBE Subcontractor's Letter of Intent (page UP-6), for each company listed on their Utilization Plan. The submitted Letter of Intent must be completed and signed by the subcontractor and accompanied with a copy of the MBE and/or WBE's current Letter of Certification from a state, local government, or agency or documentation demonstrating that the company is an MBE and/or WBE within the meaning of the **Revised Appendix D**. Failure to submit the Utilization Plan signed by the Bidder at the time of the bid opening and the MBE and/or WBE Subcontractor's Letter of Intent signed by each MBE and/or WBE will be viewed as non-responsive and the bid will be rejected.
- It is strongly recommended that each Bidder read the Affirmative Action Ordinance Revised Appendix D in its entirety and if you have any questions you may contact the Diversity Office at (312) 751-4035 for assistance.

